

**THIRD AMENDMENT TO RIGHT-OF-WAY CONTRACT**

THIS THIRD AMENDMENT TO RIGHT-OF-WAY CONTRACT ("Third Amendment"), is made and entered into this 22<sup>nd</sup> day of FEBRUARY, 2024, and dated effective February 24, 2014, from Watkins Road Associates, LLLP, a Colorado limited liability limited partnership and Watkins Road Associates II, LLLP, a Colorado limited liability limited partnership, whose address is 7400 E. Crestline Circle, Suite 250, Greenwood Village, Colorado 80111 (together, the "Grantor") to Crestone Peak Resources Midstream, LLC, a Delaware limited liability company, whose address is 555 17<sup>th</sup> Street, Suite 3700, Denver, Colorado 80202 ("Grantee" and together with Grantor, the "Parties").

**WITNESSETH:**

WHEREAS, Grantor and Bronco Pipeline Company, a Colorado corporation and wholly-owned subsidiary of ConocoPhillips Company, a Delaware corporation ("Bronco"), entered into that certain Right-of-Way Contract dated February 24, 2014, with a Notice and Memorandum of Right-of Way Contract recorded March 10, 2014, at Reception No. D4019197, with the Arapahoe County Clerk and Recorder, covering the following lands:

Township 4 South, Range 64 West, 6<sup>th</sup> P.M.  
 Section 30: W/2 and NE/4  
 Section 19: S/2S/2S/2  
 Arapahoe County, Colorado  
 (the "ROW Contract").

WHEREAS, Grantor and Bronco entered into that certain Amendment of Right-of-Way Contract, dated effective February 24, 2014, and recorded October 15, 2019, at Reception No. D9109844, with the Arapahoe County Clerk and Recorder (the "First Amendment of ROW Contract").

WHEREAS, Grantee is successor in interest to the rights and obligations granted to Bronco under the ROW Contract, as amended by the First Amendment of ROW Contract.

WHEREAS, the Parties entered into that certain Second Amendment of Right-of-Way Contract, dated effective February 24, 2014, and recorded May 27, 2020, at Reception No. E0062023, with the Arapahoe County Clerk and Recorder (the "Second Amendment of ROW Contract" and collectively with the ROW Contract, as amended by the First Amendment of ROW Contract, the "Original Agreement").

WHEREAS, the Parties desire to, among other things, amend and replace, in their entirety, Exhibits "A" and "B" of the Original Agreement with the Third Amendment to Exhibits "A" and "B," attached to this Third Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1) ORIGINAL AGREEMENT DEFINED TERMS. Subject to the following defined terms, all capitalized terms used in this Third Amendment but not defined in this Third Amendment shall have the same meaning as set forth in the Original Agreement:

Exhibits "A" and "B": All references to Exhibits "A" and "B" attached to and incorporated into the Original Agreement shall, pursuant to this Third Amendment, reference the Third Amendment to Exhibits "A" and "B," attached hereto.

2) NOTICES. Grantor and Grantee designate the following as their primary contact person for discussions, consultation, and/or notification purposes:

Grantor:  
 Watkins Road Associates, LLLP

7400 E. Crestline Circle, Suite 250  
Greenwood Village, Colorado 80111  
Attn: Steve Cohen

Grantee:  
Crestone Peak Resources Midstream, LLC  
555 17<sup>th</sup> Street, Suite 3700  
Denver, Colorado 80202  
Attn: Land Department

All notices and communications required or permitted under this Third Amendment should be in writing and addressed as set forth above. Any communication or delivery hereunder will be deemed to have been duly made and the receiving Party charged with notice, whether personally delivered, sent by mail or overnight courier, when received. Grantor or Grantee may notify the other of a change in its designated contact person.

3) TEMPORARY WORK AREA. It is agreed and understood by the Parties that the 25-foot wide temporary work area for construction related to installation of the Facilities, as defined in the Original Agreement, shall, pursuant to this Third Amendment, terminate on February 28, 2025 and any reference to an earlier termination in the Original Agreement shall be null, void, and without further effect.

4) RATIFICATION OF ORIGINAL AGREEMENT. Except as specified in this Third Amendment, the Original Agreement shall remain in full force and effect. If there is a conflict between the terms of this Third Amendment and those of the Original Agreement or any other document executed and delivered in connection therewith, the terms of this Third Amendment shall control.

5) GENERAL PROVISIONS.

(a) This Third Amendment shall be binding upon and inure to the benefit of the Parties' successors and assigns.

(b) This Third Amendment shall be governed, construed and enforced in accordance with the laws of the State of Colorado.

(c) The Parties have had a reasonable time to consider the terms of this Third Amendment and an opportunity to consult with independent legal counsel to review this Third Amendment and to revise any provision of this Third Amendment with the assistance of counsel. Therefore, any ambiguity contained in this Third Amendment shall not be construed against the drafting party, and the Parties shall be deemed to have understood the terms contained in this Third Amendment.

(d) The Parties each agree to undertake such other acts and execute and deliver such other documents as may be reasonably appropriate or necessary to affect the purpose and intent of this Third Amendment.

(e) There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties, except as expressly set forth herein.

6) COUNTERPARTS. This Third Amendment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

7) WARRANTY OF SIGNATORIES. Each Party represents that the individual signing this Third Amendment on its behalf has the authority to do so and to so legally bind the Party. Each Party further represents that the execution, delivery, and performance of this Third Amendment has been fully and validly authorized by all necessary corporate action of such Party. The failure of any party or individual owning an interest in the lands covered by this Third Amendment to execute this Third Amendment or a counterpart hereof shall not affect the binding force of this Third Amendment as to those who executed this Third Amendment or a counterpart hereof.

Executed as of the date first above written.

**GRANTOR:**

**Watkins Road Associates, LLLP**, a Colorado  
limited liability limited partnership

By:  Steve Cohen

Title: Managing General Partner


**Watkins Road Associates II, LLLP**,  
a Colorado limited liability limited partnership

By:  Steve Cohen

Title: Managing General Partner

**GRANTEE:**

**Crestone Peak Resources Midstream,**  
LLC, a Delaware limited liability company

By:  SEAN CASPER

Title: SURFACE LAND MANAGER

## ACKNOWLEDGEMENTS

STATE OF COLORADO )

COUNTY OF DENVER )<sup>ss</sup>

The foregoing instrument was acknowledged, subscribed and sworn to before me this 22<sup>ND</sup>  
day of FEBRUARY, 2024, by STEVE COHEN, in his capacity as  
MANAGING GENERAL PARTNER of WATKINS ROAD ASSOCIATES, LLP.

[SEAL]

JEREMY SONNIER  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20184002371  
MY COMMISSION EXPIRES JAN 16, 2026

Notary Public [Signature]My Commission Expires: 1/16/2026

STATE OF COLORADO )

COUNTY OF DENVER )<sup>ss</sup>

The foregoing instrument was acknowledged, subscribed and sworn to before me this 22<sup>ND</sup>  
day of FEBRUARY, 2024, by STEVE COHEN, in his capacity as  
MANAGING GENERAL PARTNER of WATKINS ROAD ASSOCIATES II, LLP.

[SEAL]

JEREMY SONNIER  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20184002371  
MY COMMISSION EXPIRES JAN 16, 2026

Notary Public [Signature]My Commission Expires: 1/16/2026

STATE OF COLORADO )

COUNTY OF DENVER )<sup>ss</sup>

The foregoing instrument was acknowledged, subscribed and sworn to before me this 26<sup>TH</sup>  
day of FEBRUARY, 2024, by SEAN CASPER, in his capacity as  
SURFACE LAND MANAGER of Crestone Peak Resources Midstream, LLC, a Delaware limited  
liability company.

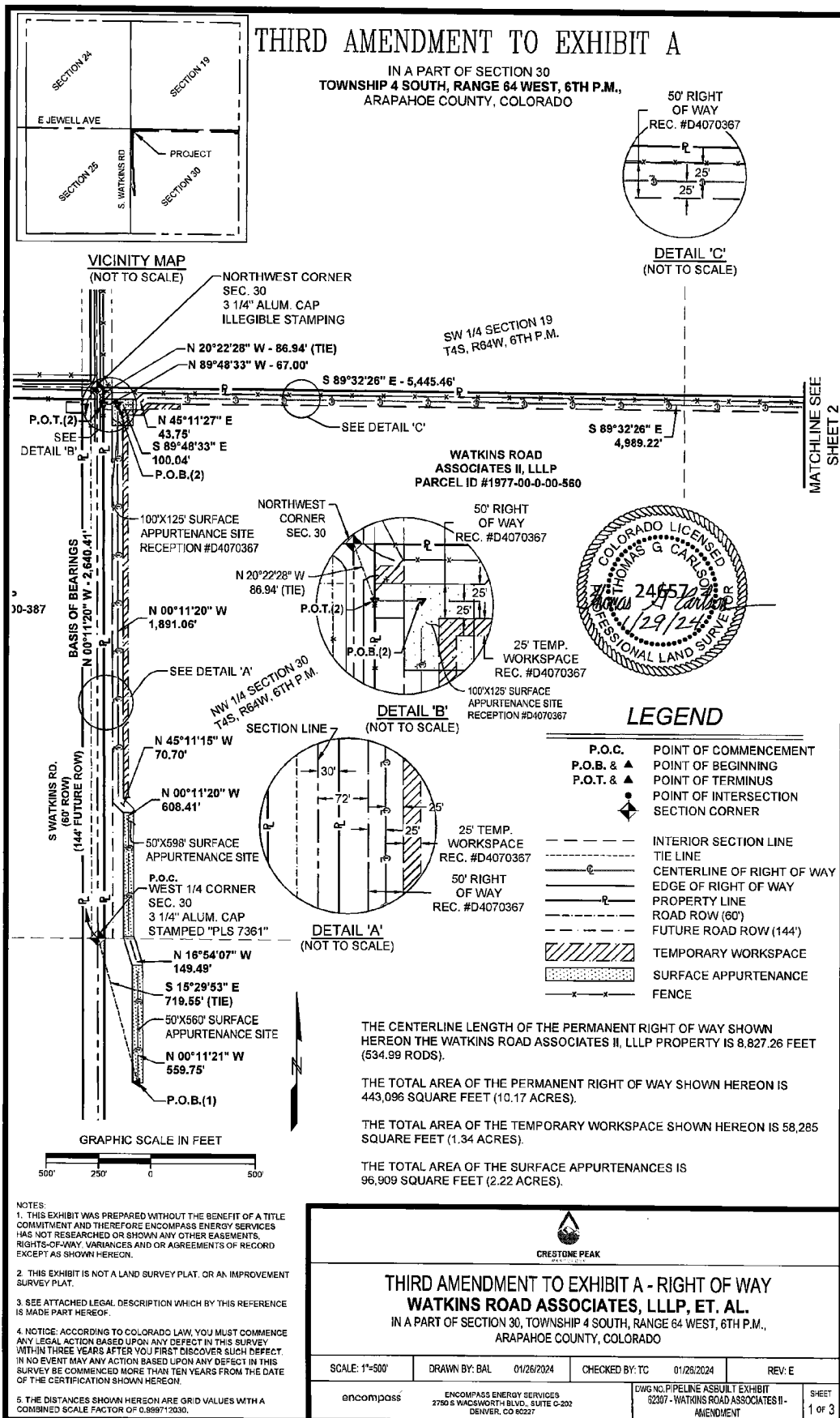
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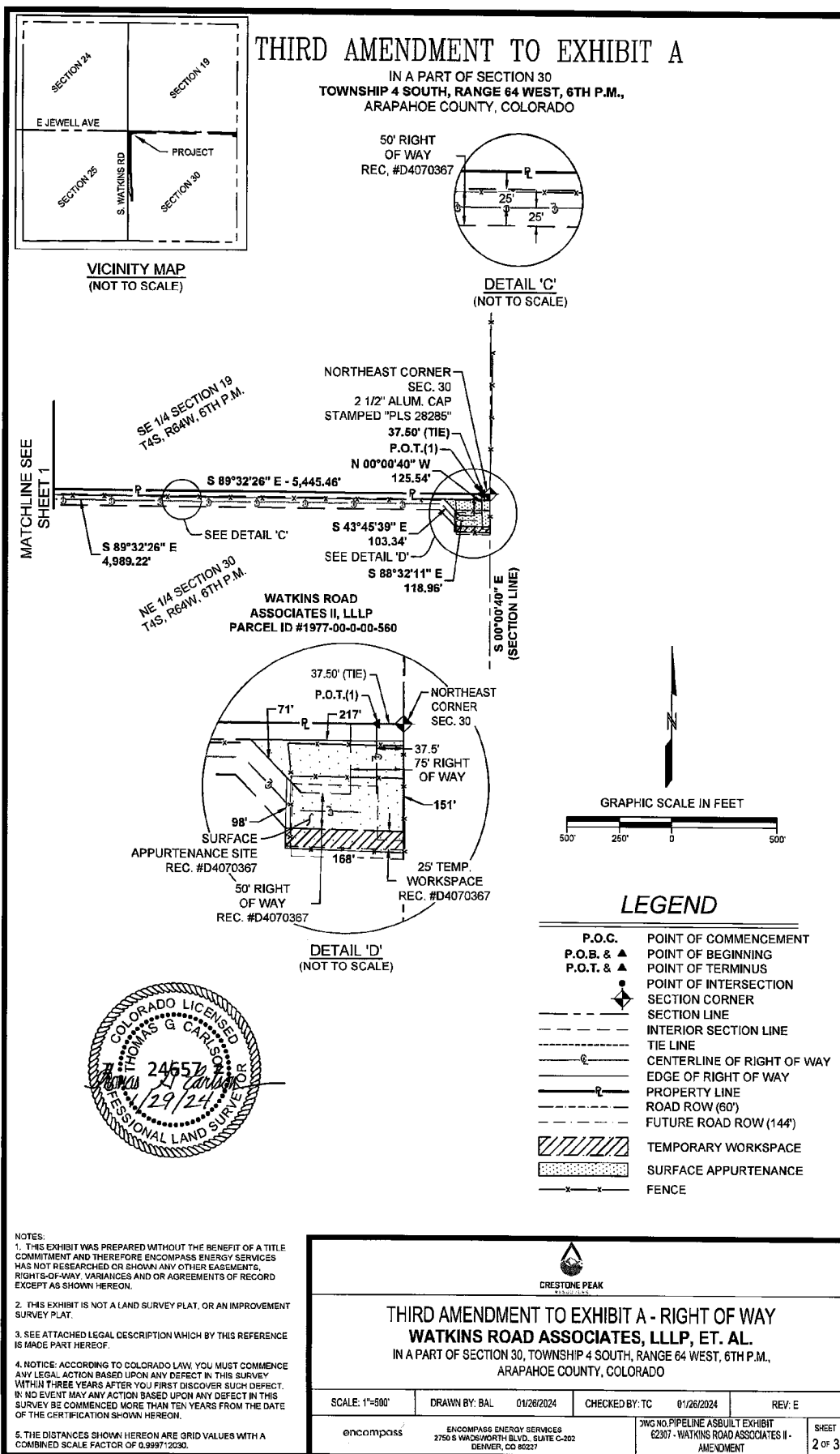
JEREMY SONNIER  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20184002371  
MY COMMISSION EXPIRES JAN 16, 2026

Notary Public [Signature]My Commission Expires: 1/16/2026

**Third Amendment to Exhibit A**

*Attached*





**Third Amendment to Exhibit B**  
*Attached*



## THIRD AMENDMENT TO EXHIBIT B

### PARCEL DESCRIPTION

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY WATKINS ROAD ASSOCIATES II, LLLP AND IS LOCATED IN A PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A 50 FEET WIDE RIGHT OF WAY, (EXCEPT AS SHOWN IN DETAIL D ON THE ATTACHED EXHIBIT A) BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

### CENTERLINE DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30 (AS MONUMENTED BY A FOUND 3 1/4" ALUMINUM CAP STAMPED "PLS 7361"), FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 30 (AS MONUMENTED BY A FOUND 3 1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING) BEARS N 00°11'20" W, A DISTANCE OF 2,640.41 FEET, FORMING THE BASIS OF BEARINGS USED FOR THIS DESCRIPTION;

THENCE S 15°29'53" E, A DISTANCE OF 719.55 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING TWELVE (12) COURSES;

- 1) N 00°11'21" W, A DISTANCE OF 559.75 FEET;
- 2) N 16°54'07" W, A DISTANCE OF 149.09 FEET;
- 3) N 00°11'20" W, A DISTANCE OF 608.41 FEET;
- 4) N 45°11'15" W, A DISTANCE OF 70.70 FEET;
- 5) N 00°11'20" W, A DISTANCE OF 1,891.06 FEET TO A POINT OF INTERSECTION, SAID POINT BEING THE POINT OF BEGINNING (2);
- 6) CONTINUING ALONG SAID CENTERLINE, S 89°48'33" E, A DISTANCE OF 100.04 FEET;
- 7) N 45°11'27" E, A DISTANCE OF 43.75 FEET;
- 8) S 89°32'26" E, A DISTANCE OF 4,989.22 FEET;
- 9) S 43°45'39" E, A DISTANCE OF 103.34 FEET;
- 10) S 88°32'11" E, A DISTANCE OF 118.96 FEET;
- 11) N 00°00'40" W, A DISTANCE OF 125.54 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 30 (AS MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED "PLS 28285"), BEARS S 89°32'26" E, A DISTANCE OF 37.50 FEET;

### AND:

BEGINNING AT SAID POINT OF BEGINNING (2);

12) CONTINUING ALONG SAID CENTERLINE, N 89°48'33" W A DISTANCE OF 67.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS (2), FROM WHICH THE SAID NORTHWEST CORNER OF SECTION 30 BEARS N 20°22'28" W, A DISTANCE OF 86.94 FEET;

THE SIDE LINES OF SAID RIGHT OF WAY ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES AND PERPENDICULAR TO THE POINT OF BEGINNING.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINES ARE 8,827.26 FEET (534.99 RODS), WITH THE TOTAL AREA OF THE RIGHT OF WAY BEING 443,096 SQUARE FEET OR 10.17 ACRES, MORE OR LESS.

### TOGETHER WITH:

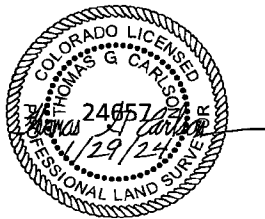
TEMPORARY WORKSPACES FOR CONSTRUCTION PURPOSES AS SHOWN ON THE ACCOMPANYING EXHIBIT.

### AND:

FOUR (4) SURFACE APPURTENANCE SITES AS SHOWN ON THE ACCOMPANYING EXHIBIT.

### SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, 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.



THOMAS G. CARLSON, CO PLS #24657

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 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.



### THIRD AMENDMENT TO EXHIBIT B - RIGHT OF WAY

**WATKINS ROAD ASSOCIATES, LLLP, ET. AL.**

IN A PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 64 WEST, 6TH P.M.,  
ARAPAHOE COUNTY, COLORADO

SCALE: N/A

DRAWN BY: BAL 01/26/2024

CHECKED BY: TC 01/28/2024

REV: E

encompass

ENCOMPASS ENERGY SERVICES  
2750 S WADSWORTH BLVD., SUITE C-302  
DENVER, CO 80227

DWG NO. PIPELINE EXHIBIT  
62307 - WATKINS ROAD ASSOCIATES II -  
AMENDMENT

SHEET  
3 OF 3