

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this 22 day of February, 2018, from Melcor/TC Aurora, LLC, a Colorado limited liability company, whose address is 8800 N. Gainey Center Drive, Suite 160, Scottsdale, AZ 85258, ("Grantor") to BRONCO PIPELINE COMPANY, a Colorado corporation, whose address is 34501 E. Quincy Ave., Watkins, CO 80137 ("Grantee"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants unto Grantee, its successors and assigns, a right-of-way and easement to survey, construct, lay, maintain, inspect, erect, operate, protect, repair, replace with the same or different size pipe, modify, change the size of the pipe, reconstruct, mark, monitor, abandon in place or remove, at Grantee's election, three (3) pipelines, meters, above ground valves, appurtenances, test leads, cathodic equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, ground beds, cables and deep wells; communication lines and fiber optics lines which shall be used exclusively in connection with field and pipeline operations; electric lines and appurtenances; fences and structures to enclose any of the above (collectively, "Facilities"), necessary for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons and any other related substances, whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, under, or through the lands situated in Arapahoe County, State of Colorado, being described as follows:

TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M.

Section 15: N/2

Notwithstanding anything to the contrary contained herein, the Grantee shall not install above ground equipment or structures, except what is depicted on Exhibit "A-1" attached hereto and made part of, on the right-of-way without the express written consent of Grantor which may be withheld at Grantor's sole discretion, except the following for which Grantor will not unreasonably withhold or delay consent: pipeline markers and/or block valves, vent pipes at fence lines, or as dictated by governmental regulations, and test leads; additionally cathodic equipment may also be placed above ground as follows: electrical and rectifier boxes and wires/cables connecting to a source of AC or DC electricity said boxes mounted on posts not to exceed eight feet (8') in height above ground. Any deep well installed shall be made by drilling a vertical hole and placing the sacrificial cathode or rod within said vertical hole. If Grantor has not responded to Grantee's request for consent within twenty (20) days following the date of Grantee's request, Grantor shall be deemed to have consented to the proposed above ground equipment or structures.

The right-of-way herein granted shall be fifty (50) feet in width, the route of the right-of-way and location of the surface appurtenance and/or compressor site locations conveyed hereby ("Right-of-Way Lands") are depicted on Exhibit "A-1" attached hereto and made a part hereof, together with an additional twenty-five foot (25') wide temporary work space for construction related to installation. Both the route of the right-of-way and temporary work space are more particularly described in Exhibit "B-1", attached hereto and made a part hereof.

After the initial construction of the pipelines Grantee may, from time to time, utilize the 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 in place or remove the pipeline together with all appurtenances; provided that such temporary work space shall not exceed a width of 25 feet.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the above-described lands along the route described in Exhibit A or alternate route established by mutual agreement of the parties for all purposes necessary or incidental to the exercise of the rights herein granted. Grantee shall have the right to clear all trees, undergrowth and other obstructions from the herein granted right-of-way.

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

The pipelines constructed hereunder 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 or grade on the Right-of-Way Lands without Grantee's prior written permission. Grantee shall repair and/or restore any fence on or adjacent to the Right-of-Way Lands removed or severed by Grantee in the course of the operations provided for in this Grant to the condition such fence was in prior to the removal by Grantee. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fences in those areas affected by Grantee's operations as provided for in this Grant.

Grantee shall level and restore any lands affected by Grantee's operations that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction to the condition that existed at the time immediately prior to the placement of Grantee's pipeline(s), to the extent reasonably practicable. Grantee further agrees that, if at any time, the pipeline settles or causes any settling in the area of the pipeline, it will make all necessary repairs at Grantee's sole cost and expense and pay damages to crops within a reasonable period of time.

Grantor agrees not to build, create, 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 Grantee, which consent shall not be unreasonably withheld. Grantor shall have the right to plant shallow root vegetation and install unpaved trails within the easement and shall have the right to cross 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. Grantor shall also have the right to install and maintain easements that are both adjacent to, and/or within, or that cross the right of way and easement granted herein for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however: i) any new underground facilities that travel along a pipeline easement shall be located a distance horizontally of at least fifteen (15) feet from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline; and iii) any overhead power lines installed by Grantor shall be at least twenty (20) feet above the ground. Grantor agrees that it will notify each utility company that, except in case of emergency, Grantee must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten (10) feet of their easement areas.

Grantee shall have all rights, privileges, and benefits necessary or convenient for the full use and enjoyment of this Grant including access to the Right-of-Way from existing roads on the above described lands, and the roads shown on Exhibit A-1.

Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against all losses, damages, claims, demands and suits (including court costs and reasonable attorney's fees) that Grantor may incur or be liable for (collectively, "Claims"), to the extent that such Claims result from or are attributable to Grantee's exercise of the rights granted hereunder, EXCEPT to the extent any such Claims result from or are attributable to the gross negligence, willful misconduct or malicious acts (or omissions) of Grantor, its agents, employees, contractors or representatives.

Grantor agrees that any payment made by Grantee hereunder for the right-of-way and easement herein granted includes full payment for all normal construction damages, except damages to growing crops. Grantee agrees to pay for damages to growing crops and to fences caused by Grantee's construction and maintenance operations; provided however that Grantee shall not be liable to Grantor for any damages caused on the Right-of-Way Lands by keeping said lands clear of trees, undergrowth, brush or obstructions in the exercise of the rights herein granted. Other than construction and maintenance damages, which are compensated by Grantee's payment to Grantor made in connection herewith, Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from Grantee'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 contrary to the terms contained herein, or other Claims resulting from or attributable to the gross negligence, willful misconduct or malicious acts (or omissions) of Grantor, its agents, employees, contractors or representatives. Any payment due to Grantor may be made directly to any Grantor if there be more than one.

Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted and restrictions on Grantor contained herein and provided that Grantor's use does not unreasonably interfere with Grantee's use and enjoyment of the Right-of-Way.

This Grant cannot be modified, except by an instrument in writing signed by Grantor and the authorized representatives of Grantee.

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 Grantee.

This Grant shall last as long as Grantee is using the pipeline to transport hydrocarbons. If there is a cessation in transportation of hydrocarbons for two consecutive years or longer, the pipelines will be deemed to be abandoned. Grantee shall have no obligation to remove any of the underground Facilities, but shall have the option, at Grantee's sole discretion, to do so with respect to all or any of the Facilities. In the event that Grantee removes any of its Facilities, Grantee shall restore the surface, as near as reasonably possible, to its condition prior to the construction of the Facilities.

Grantee shall record an original of this Right-of-Way Grant in the records of the County in which the Right-of-Way Lands are located. By recording this Right-of-Way Grant, Grantee shall be deemed to have accepted all of the terms and conditions hereof.

This Grant may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Right-of-Way Grant as of the date first above written.

Grantor:

MELCOR/TC AURORA, LLC, a Colorado
limited liability company

By: [Signature]
Name: Darin Rayburn
Its: President

By: [Signature]
Name: Karen Alward
Its: Vice President

Grantee:

BRONCO PIPELINE COMPANY, a
Colorado corporation

By: [Signature]
Name: J.D. Adkins
Its: Attorney-in-fact

Province
STATE OF Alberta, Canada §
COUNTY OF _____ §

[Acknowledgements]

BEFORE ME, the undersigned authority, on this day personally appeared Darin Rayburn & Karen Alward known to me to be the person whose name is subscribed to the foregoing instrument as President & Vice President of MELCOR/TC AURORA, LLC, a Colorado limited liability company, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said entity.

GIVEN under my hand and seal of office this 22 day of February, 2016.

[Signature]
Notary Public in and for the State of Colorado

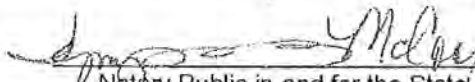
My Commission Expires: [Signature]



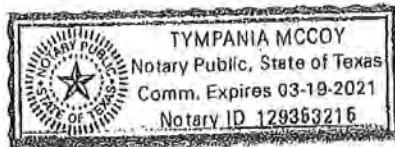
STATE OF Texas §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared J.D. Adkins, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of BRONCO PIPELINE COMPANY, a Colorado corporation, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said entity.

GIVEN under my hand and seal of office this 23 day of January, 2018.


Notary Public in and for the State of Texas

My Commission Expires: 3.19.2021



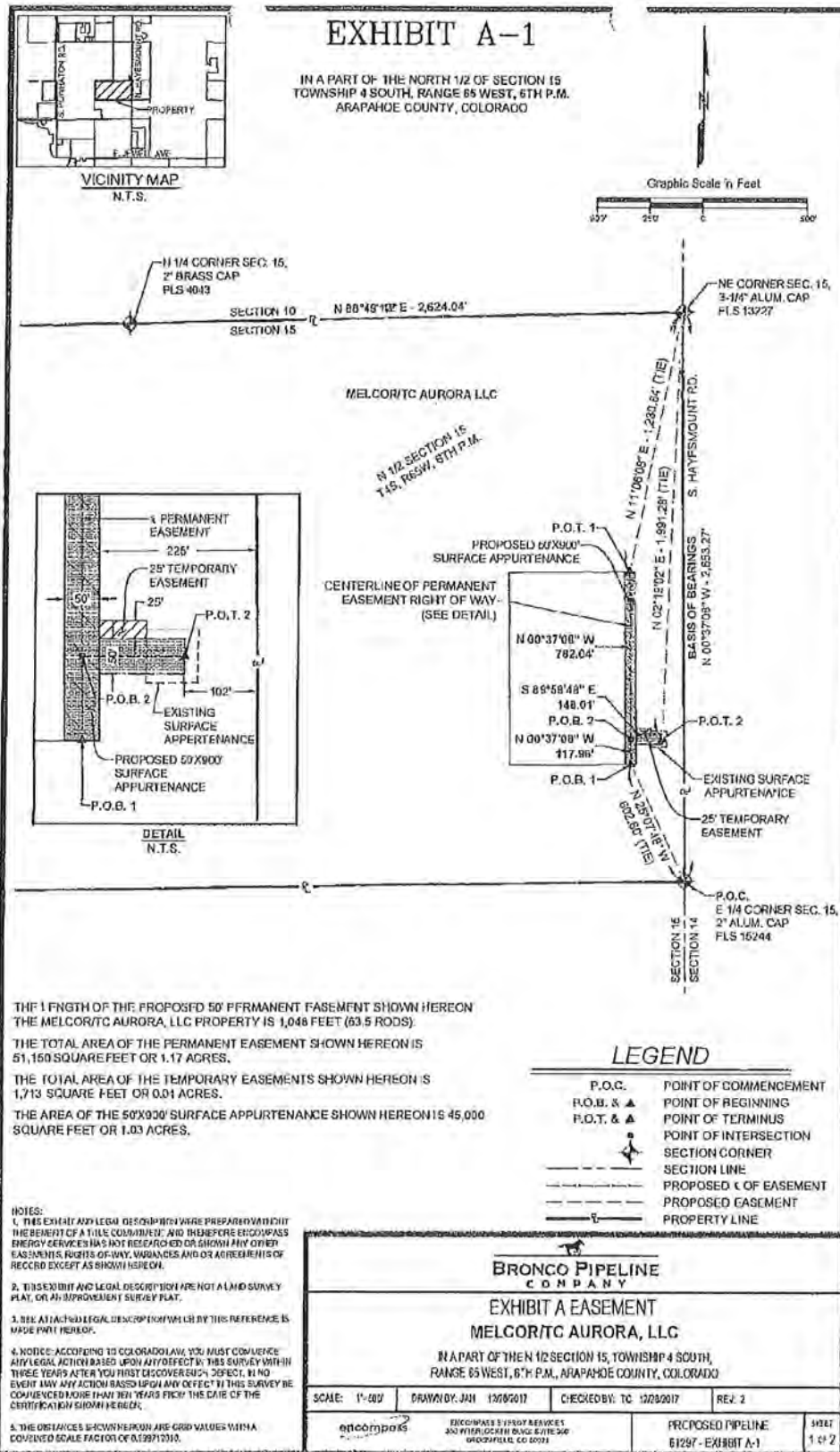


EXHIBIT B-1

PARCEL DESCRIPTION

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY MELCOR/TC AURORA, LLC AND IS LOCATED IN A PART OF THE N 1/2 OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO;

A 60 FEET WIDE PERMANENT EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION

COMMENCING AT E 1/4 CORNER OF SAID SECTION 15 (AS MONUMENTED BY A FOUND 2" ALUMINUM CAP "PLS 15244") FROM WHICH THE THE NE CORNER OF SAID SECTION 15 (AS MONUMENTED BY A FOUND 3 1/4" ALUMINUM CAP "PLS 13227") BEARS N 00°37'08" W A DISTANCE OF 2,053.27 FEET, FORMING THE BASIS OF BEARINGS USED FOR THIS DESCRIPTION;

THENCE N 25°07'48" W, A DISTANCE OF 602.60 FEET TO THE POINT OF BEGINNING (NO. 1);

THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES:

- 1) N 00°37'08" W, A DISTANCE OF 117.96 FEET TO AN INTERSECTION POINT, SAID POINT BEING POINT OF BEGINNING (NO. 2);
- 2) CONTINUING ALONG SAID CENTERLINE, N 00°37'08" W, A DISTANCE OF 782.04 FEET TO THE POINT OF TERMINUS (NO. 1), FROM WHICH THE SAID NE CORNER OF SECTION 15 BEARS N 11°08'03" E, A DISTANCE OF 1,230.64 FEET;

AND:

BEGINNING AT POINT OF BEGINNING (NO. 2), THENCE, S 69°50'48" E A DISTANCE OF 148.01 FEET TO POINT OF TERMINUS (NO. 2), FROM WHICH THE SAID NE CORNER OF SECTION 15 BEARS N 02°19'02" E, A DISTANCE OF 1,991.28 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 1,046 FEET (63.5 RODS), CONTAINING AN AREA OF 61,160 SQUARE FEET OR 1.17 ACRES, MORE OR LESS.

TOGETHER WITH:

A 25 FEET WIDE TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES AS SHOWN ON THE ACCOMPANYING EXHIBIT CONTAINING 1,713 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

TOGETHER WITH:

SURFACE APPURTENANCE AREA AS SHOWN ON THE ACCOMPANYING EXHIBIT:
50 FEET BY 300 FEET AREA.

SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT 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 ENCOMPASSENERGY SERVICES, LLC

NOTES:

1. THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASSENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, EASEMENTS AND OR ADVERSEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE 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 ACT OR BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

 BRONCO PIPELINE COMPANY			
EXHIBIT A EASEMENT MELCOR/TC AURORA, LLC IN A PART OF THE N 1/2 SECTION 15, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M., ARAPAHOE COUNTY, COLORADO			
SCALE: N/A	DRAWN BY: JAH 12/28/2017	CHECKED BY: TC 12/28/2017	REV: 1
		PROPOSED PIPELINE 61237 - EXHIBIT D	SHEET 2 of 2