

AMENDED AND RESTATED AGREEMENT FOR RIGHT OF WAY, EASEMENT, SURFACE USE & ACCESS

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THIS AGREEMENT made and entered into this 1st day of May, 2016, but effective for all purposes January 1, 2016 (the "Amendment Date") by and between KOHLMAN'S O.K. LIMITED PARTNERSHIP, GREGORY RAY and JANET RAY, whose address is 21536 State Highway 14, Walden, Colorado 80480 (herein collectively called "Surface Owner") and SANDRIDGE EXPLORATION AND PRODUCTION, LLC, whose address is 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102 ("Operator"). Operator and Surface Owner may be referred to herein individually as a "Party", or collectively as the "Parties".

WITNESSETH, that

WHEREAS, Surface Owner has previously entered into (i) that certain Agreement for Right-of-Way, Pipeline Easement and Surface Access dated January 2, 2008 with EOG Resources, Inc. and (ii) that certain Amendment of Agreement for Right-of-Way, Pipeline Easement and Surface Access dated August 15, 2013 with EE3 LLC (collectively the "Prior Agreement"); and

WHEREAS, Surface Owner owns the surface estate of those certain tracts of land more particularly described on Exhibit A, attached hereto and made a part of this Agreement ("Said Land") located in Jackson County, State of Colorado; and,

WHEREAS, Said Land is subject to (i) that certain Oil and Gas Lease dated July 10, 2006; and (ii) that certain Oil and Gas Lease dated May 28, 2008 by and between Kohlman's OK Limited Partnership and EOG Resources, Inc. ("Leases"); and whereas, Operator has acquired the Leases previously owned by EOG Resources, Inc. and EE3 LLC.

WHEREAS, Operator wishes to use a portion of Said Land for Operator's proposed operations, in order to drill, complete, test, rework, sidetrack, re-complete, equip, operate, maintain, produce and plug and abandon one or more crude oil and/or natural gas wells and thereafter restore the surface of Said Land pursuant to the this Agreement and the Leases; and,

WHEREAS, the Parties desire to amend and restate the Prior Agreement in its entirety effective January 1, 2016 and set forth their agreement regarding the Parties' rights and obligations relative to the relationship between the use and development of Said Land by Surface Owner and Operator's operation and development of its oil and gas leasehold estate and the other matters set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements of the Parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto AGREE AS FOLLOWS:

land each year between September and November to determine if additional compaction, reseeding and/or recontouring is required to return the land to its original condition. If such additional compaction, reseeding and/or recontouring is required, Operator shall undertake such activities as soon as practical.

In order to provide public notice of the existence of any pipeline right of way and easement, upon the request of the Operator, Surface Owner shall execute a formal Grant of Right-of-Way and Easement in substantially the form set forth on Exhibit D attached hereto and made a part hereof to be recorded in Jackson County, Colorado. Operator may continue to operate the pipelines after expiration of the Leases. Upon permanent abandonment of any pipeline constructed on Said Land, Operator shall have the option to remove such pipelines, or any portion thereof. Alternatively, if any pipelines are not removed, Operator shall purge such pipelines and permanently cap said pipelines at each end.

7. **Power Lines.** Operator shall construct or cause Mountain Parks Electric Inc. (“MPEI”) or other electricity provider to construct power lines adjacent to the Access Road & Utility Right-of-Way or at such other locations as may be agreed by Surface Owner. If required by the electricity provider, Surface Owner shall execute a power line easement in favor of MPEI if required by MPEI or other electricity provider. Upon termination of this Agreement, at Surface Owner’s request, Operator shall remove or cause MPEI or other applicable electricity provider to remove all power line facilities constructed or caused to be constructed by Operator on Said Land. To the extent that it does not unreasonably interfere with Operator's operations, Operator shall allow Surface Owner to have reasonable access to any power lines installed by Operator upon Said Land for the purchase of power from MPEI. The Surface Owner may enter into an agreement with MPEI or its successor for the purchase of power. Upon cessation of operations by Operator, Surface Owner may, upon its written election, keep all or any portion of said power lines in place.

8. **Use of Water.** SandRidge shall have the right to draw and take possession of water out of Grizzly Creek from for drilling and completing Off-Unit Wells at one or more extraction sites located on the surface of Said Land as mutually agreed by Kohlmans (“Designated Extraction Sites”) at (i) such times as “free river” conditions exist on Grizzly Creek; and (ii) at such other times as SandRidge has a legal right to extract water from Grizzly Creek. SandRidge shall comply with all applicable local, state and federal laws with respect to all water used from Grizzly Creek pursuant to this Agreement. SandRidge shall **not** have the right to draw water when Grizzly Creek is under administration by the Office of the State Engineer unless SandRidge has a legal water right which allows such extract. In the event a “call” is placed Grizzly Creek, SandRidge shall cease withdrawing water unless SandRidge provides Ray Ranch with written notice that it has the legal right to draw water from Grizzly Creek.

The rights granted by Ray Ranch to SandRidge herein are intended as a right to access “free water.” The rights of SandRidge to (i) extract water from Grizzly Creek at such times as “free river” conditions exist; (ii) take possession of such water; and (iii) use such water for any legal purpose **shall not give SandRidge any legal or equitable rights of any kind in or to Ray Ranch’s water rights and shall not be construed as a conveyance of any of Ray Ranch’s water rights nor shall it be construed as a burden on Ray Ranch’s water rights.**