

LICENSE TO ENTER CITY OF THORNTON PROPERTY TO RE-PLUG AND ABANDON McMURRAY #1 WELL

The CITY OF THORNTON, a Colorado home rule municipality, located at 9500 Civic Center Drive, Thornton, Colorado 80229 (hereinafter "Licensor" or "Thornton"), the owner of property in Weld County Colorado, as more particularly described on the attached Exhibit A incorporated herein by this reference (the "Property"), does hereby grant this License to Enter ("License") to allow Extraction Oil & Gas, Inc., a Delaware corporation, whose address is 370 Seventeenth Street, Suite 5200, Denver, CO 80202, COGCC Operator No. 10459 (hereinafter "Extraction" or "Licensee"), its employees, authorized agents and contractors ("Crews"), to enter the Property for the purposes of re-plugging and abandoning the McMurray #1 Well (API No. 05-123-05370) ("Well"), as required by the Colorado Oil and Gas Conservation Commission ("COGCC") and under the applicable COGCC regulations, (hereinafter, "Operations"), and reclaiming the surrounding area to substantially the same condition as they existed prior to Operations (hereinafter, "Reclamation").

This License is subject to the following conditions and limitations:

1. This License is limited to the boundaries of the ("License Area") and access to the Well is limited to the access route ("Access") as depicted in Exhibit A attached hereto and incorporated herein by reference.
2. This License shall commence on December 10, 2021 and expire June 10, 2022 for Operations and shall expire on August 31, 2022 for Reclamation, unless extended based on Licensee's reasonable necessity, as approved by Licensor in writing.
3. Crews will coordinate access to the Property with Thornton by contacting Brian Foss at (303) 538-7568 or Brian.Foss@ThorntonCO.gov or Ethan Cozzens at (303) 538-7565 or Ethan.Cozzens@ThorntonCO.gov at least 24 hours prior to entry.
4. Licensee hereby agrees to pay for all actual and direct costs incurred with regard to this License, including but not limited to all work related to Operations and Reclamation.
5. Prior to commencement of the License, Licensee shall obtain all required permits from the State of Colorado, and any other jurisdictional entity, and furnish the same to Thornton.
6. Upon Licensor's request, Licensee will sample at Licensee's cost, soils or groundwater within a seven-foot radius surrounding the Well, or more if required by the COGCC, unless sampling is determined to be needed beyond that seven-foot radius in Licensee's reasonable discretion, to determine whether or not there are hydrocarbons present.
7. All work allowed under this License shall be performed in compliance with any and all applicable state, federal and local laws, codes and regulations.
8. Licensee shall be responsible for Reclamation of the Property, License area, and the Access resulting from Licensee's Operations in accordance with all applicable laws, rules, and regulations.
9. Licensee hereby agrees to promptly pay for any actual damages, including but not limited to damages of growing crops, pasture, fences, livestock, drain tile or buildings of Licensor, its tenants or agents, resulting from the rights granted herein.

10. Licensee hereby releases Licensor, its officers, employees and agents from, and indemnifies them against, any claims for injury or damages, including court costs and attorney's fees, arising from the exercise of this License.
11. Licensee, for itself and on behalf of its agents, contractors or affiliates, agrees to procure and maintain in force during the term of this License, at its own cost, the following insurance coverages naming Licensor as additional insureds:
 - a) Workers Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance.
 - b) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 each occurrence and \$2,000,000 general aggregate.

In lieu of these insurance coverages, Licensor may, at its sole discretion, accept some other protection from workers compensation and liability claims arising out of this License.
12. Licensee agrees to furnish Licensor, at no cost to Licensor, reports produced in the ordinary course of business documenting the completion of Operations and notify Licensor of Reclamation activities under this License.
13. Licensee affirms that Licensee agrees to cooperate with Thornton so that it causes the minimum possible inconvenience and damage to Thornton and Thornton's Property, including farming operations thereon.
14. Licensee understands and agrees that Licensor and its public employees, as the term is defined in C.R.S. § 24-10-103(4), are relying on, and do not waive or intend to waive, by any provision of this License, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as it is from time to time amended, or otherwise available to Licensor and its public employees.
15. The parties hereby warrant that each party signing below has full and lawful authority to execute this License on behalf of said party.



Signature pages follow

APPROVED AND AGREED TO this 8th day of December, 2021.

LICENSOR:
CITY OF THORNTON
a Colorado home rule municipality

DocuSigned by:
Brett Henry
By: B79224E6EC56419
Brett E. Henry, Executive Director-Infrastructure


ATTEST:

DocuSigned by:
 
D57962BD4ECE4A2
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

DocuSigned by:
Joanne Herlihy
3D8ACEF64200426...
Deputy City Attorney - Water Resources
and Special Projects

LICENSEE:
EXTRACTION OIL & GAS, INC.
a Delaware Corporation

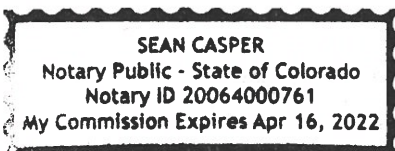

By: Allyson Boies
Its: VP Land

STATE OF Colorado)
) ss.
COUNTY OF Denver)

Subscribed and acknowledged before me this 16 day of November, 2021, by
Allyson Boies as VP of Land for Extraction Oil & Gas,
Inc. a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: April 16, 2022.




NOTARY PUBLIC



PARCEL: 070515200021
NAME: THORNTON CITY OF
LEGAL: PT NW4 15-7-67 LOT B
REC EXEMPT RE-1254

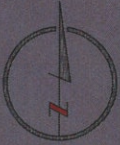
ACCESS

LICENSE AREA

MCMURRAY #1 WELL

R150.00'

80.00'



0 500

**LAMP
RYNEARSON**

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W OGDGE RD. STE. 100 (402)498-2488
FORT COLLINS, COLORADO
4715 INNOVATION DR. STE. 100 (970)226-0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD. STE. 200 (816)361-0440

DESIGNER / DRAFTER

MP/JHF

REVIEWER

MP

PROJECT NUMBER

DATE

10/19/2021

SURFACE LOCATION

Sec. 15, T7 N, R 67 W.

BOOK AND PAGE

EXHIBIT A