

## Temporary Access Agreement

This TEMPORARY ACCESS AGREEMENT (“Agreement”) is entered into this 14 day of July, 2022 (“Effective Date”), by and between 70 Ranch, LLC (“Owner”) whose address is 8301 E. Prentice Ave., Suite 100, Greenwood Village, CO 80111 and Bonanza Creek Energy Operating Company, LLC (“Applicant”), whose address is 555 17th Street, Suite 3700, Denver, CO 80202 (individually, a “party;” together, “the parties”).

### RECITALS

WHEREAS, Owner is the surface owner of certain real property located in Weld County, Colorado as identified on the attached Exhibit “A” (The “Property”).

WHEREAS, the Colorado Oil and Gas Conservation Commission (“COGCC”) adopted the DJ Basin Horizontal Offset Policy on June 20, 2013, and revised such Policy on December 17, 2013 (as revised, the “Policy”); and

WHEREAS, the records of the COGCC indicate that the Ranch I-70 #1-70 well, having API #05-123-05156 (“Offset Well”) is located on the Property and was plugged and abandoned on or about 1955; and

WHEREAS, under the Policy, the COGCC has determined that the Offset Well should be re-entered and re-plugged to isolate all formations before any new wells within 1500 feet of the Offset Well may be hydraulically fractured. To comply with the Policy and permit the hydraulic fracturing of new wells within 1500 feet of the Offset Well, the Applicant seeks to re-enter and re-plug the Offset Well.

WHEREAS, Applicant hereby requests Owner’s consent and permission to enter the Property for the limited purposes, and on the terms and conditions, set forth in this Agreement.

NOW THEREFORE, Owner and Applicant agree as follows:

Owner hereby consents and grants permission to Applicant, its contractors, vendors, employees, affiliates and agents to enter and use the Property for the purposes of re-entering the Offset Well and re-plugging and abandoning such Well under the Policy. The access to the Offset Well shall be limited to the access route identified on the attached Exhibit “A”.

Applicant shall be liable for any damages to the Property directly arising from and solely caused by Applicant’s work on the Offset Well including, but not limited to, damages to growing crops, livestock, fences, roads and other improvements, and Applicant shall, upon completion of such work, restore the site to its pre-disturbance condition (prior to such work) or as close as reasonably practical.

This Agreement will automatically terminate, without the requirement of any action by Owner or Applicant, one hundred and twenty (120) days from the Effective Date, except as to the requirement for Applicant to restore the site with written consent from Owner which shall not be unreasonable withheld.

The Parties acknowledge that Operator will provide Owner with certain good and valuable consideration, as described in that Letter Agreement of even date herewith, prior to the commencement of operations on the Property to re-enter and re-plug the Offset Well.

Finally, it is mutually understood and agreed by the parties that:

- Applicant's only responsibility for the Offset Well will be to re-enter and re-plug the Well consistent with its COGCC Form 6 Notice of Intent to Abandon and with the COGCC Rules.
- Applicant is not the owner of the Offset Well and Applicant will not be considered the owner of the Offset Well because Applicant re-enters and re-plugs it.
- Applicant will be considered the operator of the Offset Well for the sole purpose of re-entering and re-plugging the Offset Well consistent with its COGCC Form 6 Notice of Intent to Abandon and with the COGCC Rules. Applicant will not be considered the operator of the Well for any other purpose.
- Applicant is not responsible for the current condition of the Offset Well and Applicant will not be responsible for the future condition of the Offset Well except for the work that Applicant undertakes when it re-enters and re-plugs the Offset Well and any condition directly arising from and solely caused by Applicant's work on the Offset Well.

IN WITNESS WHEREOF, this instrument has been executed this 14 day of July, 2022.

**OWNER:**  
**70 RANCH, LLC**



Name:

July 14, 2022

Date

**APPLICANT:**  
**BONANZA CREEK ENERGY OPERATING COMPANY, LLC**

  
Cory Neighbors, Surface Landman

7/14/22  
Date

**Exhibit A**

Township 5 North, Range 62 West, 6th P.M.

Section 33: All

Weld County, Colorado

