

EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective this 4th day of January, 2022 by and between **Sands Partners, LLC**, a Colorado limited liability company, with an address of 1433 E 7th Avenue, Denver, CO 80218, ("**Owner**"), and **Civitas Resources, Inc.**, successor in interest to Extraction Oil & Gas, Inc. (f/k/a Extraction Oil & Gas, LLC) ("**Operator**"), with offices at **410 17th Street, Suite 1400, Denver, CO 80202** sometimes referred to each as a "**Party**," or collectively as the "**Parties**." This Agreement is entered into for the purpose of fully replacing and superseding that certain Easement, Right-of Way and Surface Damage Agreement dated October 6, 2016, entered into by and among the Parties and recorded at Reception No. 2021000013379 of the Adams County, Colorado real estate records (the "**Prior SUA**").

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP.** Owner is the surface owner of certain lands more particularly described as follows:

Township 1 South, Range 68 West of the 6th P.M.

Section 10: Assessor Parcel Numbers 0157310400002, 0157310000020

Adams County, Colorado

(the "**Lands**," as further depicted and described on Exhibit "A," attached hereto).

Operator, or its affiliates, owns a working interest, leasehold interest, or other development rights under certain oil and gas leases covering all or portions of the Lands, or lands pooled or included in a spacing unit therewith, or lands adjacent thereto (the "**Lease**," or "**Leases**").

2. **OIL AND GAS OPERATIONS ON THE LANDS.**

A. Operator desires to drill, complete, operate, produce and maintain oil or gas wells (the "**Wells**") on the Lands or the Leases, the subsurface locations of which may be under lands other than the Lands. In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recomple, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, access roads (including a temporary bridge construction easement) ("**Access Roads**"), permanent or temporary facilities such as surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery equipment, temporary Modular Large Volume Tanks, transmission lines, above-ground water lines, above-ground completion fluid pipelines, meters and housing, separators, and noise and air monitoring facilities, and other permanent facilities such as underground pipelines, underground flowlines, underground gathering lines, gas lift lines, Lease Automatic Custody Tank units, pumping units, equipment for artificial lift, electrical lines, utility lines and any other facilities or equipment reasonable and necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize a portion of the Lands in order to operate and maintain the Wells and Facilities. Owner and Operator desire to mitigate any surface damage to the Lands and to set forth their agreements with respect to future operations on the Lands, to accommodate the Parties' respective

N00091099

Recording Requested by:
FNTG-NCS Colorado

operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Lands by Owner and operations conducted by Operator.

3. **SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT.**

A. Owner hereby grants, assigns, and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors, an exclusive easement and right-of-way on, over, across, and through a portion of the Lands as more particularly set forth in paragraph 4. below for the purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, constructing, using and maintaining Access Roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, for the purposes specified in this Agreement including ingress and egress from the Facilities across the Lands.

B. Subject to the limitations of paragraph 4 of this Agreement Owner grants Operator the right to drill, complete, operate and maintain Wells on the Lands that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

C. Owner further grants Operator a subsurface easement through the Lands for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

D. Owner further grants Operator the right to gather to the Lands and transport from the Lands oil, natural gas, produced liquids and associated hydrocarbons produced from the Lands and lands other than the Lands and lands pooled with the Lands via underground flowlines related to the Facilities, existing gathering lines, and underground flowlines connecting the Facilities to adjacent facilities located upon other lands or upon easements held by third-party gatherers upon the Lands or other lands, and to transfer/assign such rights to a third party gatherer.

4. **LOCATION/OIL AND GAS OPERATIONS AREA.**

The Wells, the Access Road to the Well sites and Facilities to be constructed on the Lands shall be located within the area, and specifically located, as depicted on Exhibit "B" attached hereto (the "Oil and Gas Operations Area" or "OGO"), and such Wells, the Access Road to the Well sites and Facilities shall be located **only** as depicted on Exhibit "B" attached hereto. In accordance with paragraph 21 of this Agreement, for the three and one-half (3.5)-year period following the effective date of this Agreement, "OGO" shall include the "Temporary Workspace Area" as depicted on Exhibit B attached hereto. From and after the three and one-half (3.5)-year period following the effective date of this Agreement, the Temporary Workspace Area shall contract to the "Final Workspace Area" as depicted on Exhibit B attached hereto. Material changes within the OGO may be made by Operator with the prior written consent of Owner, which consent shall not be unreasonably withheld provided that such changes will not interfere with Owner's existing or future use, development or operation of the Lands. Operator shall use all reasonable commercial efforts to minimize the quantity and duration of oil and gas and other produced materials stored on the OGO. Within sixty (60) days following construction of any wells, Facilities, and pipelines upon the OGO and Lands, Operator shall provide to Owner a copy of its "as built" survey or diagrams of the OGO, Facilities and Access Road locations. Except as provided in this Agreement regarding locations of the OGO, Facilities and Access Road, Operator agrees that it shall not

enter upon or otherwise use the Lands, and hereby releases the Lands from its right to reasonable use of the surface including but not limited to locations as may otherwise be available to Operator under COGCC Regulations. Operator shall be prohibited from entry upon or use of any other portions of the Lands, except for access and pipelines as provided in this Agreement and shall take reasonable and necessary actions to assure that no other mineral owners or operators will enter upon or use any portion of the Lands for mineral development.

5. CONDUCT OF OPERATIONS.

Operator's operations on the Lands will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), applicable Colorado statutes and case law, and any applicable federal statutes and case law. This Agreement does not create in Owner a private right to enforce the rules and regulations of the COGCC.

6. COMPENSATION AMOUNT.

The Parties acknowledge that Operator will provide Owner with certain good and valuable consideration, as described in that confidential Letter Agreement of even date herewith, which consideration is agreed to be and constitutes full, complete and final consideration for settlement and complete satisfaction for any and all detriment, depreciation, injury, or damage of any nature to the Lands or crops growing thereon that may occur as a result from Operator's operations pursuant to this Agreement or the Leases. Subsequent operations related to the Wells including but not limited to refracs, recompletions, deepening, or redrilling, except in case of emergency, shall require prior notice to Owner. Operator shall pay Owner actual damages caused by any such subsequent operations.

7. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FACILITIES.

With respect to its operations on the Lands, Operator and Owner will comply with the following provisions:

A. Access Roads:

(i) Owner shall provide Operator with continuous non-exclusive access to the OGOA, Wells, Facilities and all associated oil and gas operations and equipment associated therewith at a location and route depicted on Exhibit "B" or as otherwise agreed to by the Parties.

(ii) Operator will maintain the Access Road in good repair and condition, and in accordance with COGCC regulations, state laws, and other applicable regulatory or statutory frameworks.

(iii) The Parties anticipate some portion of the Access Road will be used by both of them and that the first Party requiring use of the Access Road shall be responsible for its initial construction and all costs, risks and expenses associated therewith. Should Operator be the Party conducting the initial construction of the Access Road, it will do so in a manner that will permit Owner to expand, re-grade, pave or otherwise improve the Access Road for its separate purposes on the Lands. Any such post-construction improvements to the Access Road by Owner shall be paid for by Owner.

(iv) It is agreed and understood that upon completion of Owner's contemplated development of the Lands, Owner may choose to relocate the Access Roads (the "Relocated

Roads”) so long as such relocation and construction related thereto does not adversely affect Operator’s operations. Furthermore, any and all costs related to the permitting, relocation, and construction of the Relocated Roads shall be borne exclusively by Owner. Any and all costs related to the maintenance of the Relocated Roads of the Access Roads (as contemplated in this Agreement) shall be shared equally between Owner and Operator. Any additional costs, beyond those which would reasonably be incurred by Owner in the construction of the Relocated Roads, related to Operator-specific specifications concerning its oil and gas operations shall be borne exclusively by Operator. Any and all costs related to the reclamation of the Access Roads shall also be borne exclusively by Operator. Owner represents and warrants that the Relocated Roads shall be constructed and maintained in full compliance with all rules, regulations, and laws including but not limited to those governing Operator’s oil and gas operations contemplated in this Agreement, and such roads shall be constructed according to standards reasonably requested by Operator. Additionally, any Relocated Roads shall be memorialized of record by an as-built plat designed with Operator’s written approval and recorded by Owner.

B. Surface Restoration:

Unless otherwise agreed to in writing by the Parties, upon permanent cessation of Operator’s operations on the Lands, all areas thereof occupied or utilized by Operator will be restored by Operator to their condition immediately prior to operations as nearly as is reasonably practicable, and in accordance with all applicable local and state rules and regulations.

C. Other:

(i) Operator will install culverts on the Lands that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the Lands immediately prior to operations as nearly as is reasonably practicable.

(ii) If by reason of the negligence of the Operator in the conduct of its operations pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged after the Wells have been drilled and completed and Operator will repair or replace such items within 30 days of notice, unless otherwise agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned, buried or otherwise disposed of on the Lands.

(iv) During drilling operations the Well sites shall be fenced in a manner reasonably acceptable to Owner. Additionally, the Well sites shall be kept free and clear of all noxious weeds, unsightly growth and trash throughout the term of this Agreement.

(v) Operator shall fence off the perimeter of the Well sites with temporary fencing if reasonably requested by Owner or as required by local government having jurisdiction. Operator will also install cattle guards or gates where reasonably necessary.

(vi) Operator's detention pond and any drainage related thereto (the "Drainage Facilities") shall not unreasonably conflict with Owner's proposed development. In the event that Operator's Drainage Facilities may foreseeably conflict with Owner's proposed development, Owner agrees to provide Operator with a reasonable timeframe in which to relocate such Drainage Facilities and the Parties hereto agree to work in good faith to relocate such drainage facilities upon the Lands or Owner's adjacent lands. Any and all relocation and construction costs related to the Drainage Facilities shall be borne exclusively by Operator.

(vii) Owner hereby covenants to provide reasonable, temporary access upon and across the Lands in order to allow Operator's agents, consultants, and other related parties to conduct reasonable, non-invasive diligence related to Operator's operations contemplated in this Agreement. Owner shall in no way be liable for any costs, risks of personal injury or property damage associated with the diligence activities contemplated in this subparagraph.

8. DEFAULT AND RIGHT TO CURE.

In the event of alleged default by Operator in the payment of any Compensation Amount, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, or a national reputable courier service with proof of delivery of the alleged default. Operator will have 60 days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 60 days of Owner's notice, or if the alleged default is of a nature that cannot be cured within 60 days, then if Operator commences curing the alleged default within that 60 day period and diligently pursues such cure, then no default shall be deemed to have occurred.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either Party under this Agreement shall be limited to only the actual damages incurred by such party, and neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties.

9. INDEMNITY/RELEASE.

Owner hereby releases and agrees to hold harmless Operator, its agents, successors and assigns from any and all liability and further payment, other than what has been provided in this Agreement, for damages on the Lands which arise from, out of or in connection with the Operator's operations on the Lands, but only as to those non-negligent operations described in and permitted by this Agreement, and for those operations which the Compensation Amount has been paid and received by Owner pursuant to this Agreement.

Operator hereby releases and agrees to hold harmless Owner from any and all liability arising from Owner's non-negligent operations on the Lands. Operator further releases and agrees to defend and hold harmless Owner from and against any claims, damages, penalties or fines relating to environmental pollution or contamination arising from its operations or that of its agents on the Lands, including any release or spill of hazardous substances.

Operator agrees to indemnify and hold Owner harmless from any and all claims, damages and causes of action arising out of and caused by Operator's operations on the Lands that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Operator; with the exception of any claims, damages, and causes of action that arise from Owner's gross negligence or willful and wanton misconduct.

Owner agrees to indemnify and hold Operator, its agents, successors and assigns harmless from any and all claims, damages and causes of action arising out of and caused by Owner's operations on the Lands that may be asserted by any of Owner's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Owner; with the exception of any claims, damages, and causes of action that arise from Operator's gross negligence or willful and wanton misconduct.

10. WAIVER OF COGCC NOTICES AND OTHER REGULATORY MATTERS.

A. Subject to Paragraph 8 of this Agreement and provided Operator is not in default under this Agreement, Owner hereby waives the following notices and consultations:

- i. Rule 303.e.(1)A: Notice of Completeness Determination (OGDP) to Mineral Owners;
- ii. Rule 303.e.(1)B: Notice of Completeness Determination (OGDO) to Surface Owners;
- iii. Rule 309.b: Consultation – Surface Owners
- iv. Rule 309.c: Consultation – Building Unit Owners and Tenants
- v. Rule 401.c: Location of Well Completions – Exception Locations
- vi. Rule 412.a: Statutory Notice to Surface Owners;
- vii. Rule 412.a(4) and Rule 312.e: Notice of Subsequent Operations;
- viii. Rule 412.a.(5): Notice During Irrigation Season;
- ix. Rule 412.a.(6): Final Reclamation Notice;
- x. Rule 412.b.(1): Move-in, Rig-Up Notice;
- (ii) Any other notice or consultation requirements of the COGCC.

B. Owner shall not object or protest any application for an Oil and Gas Development Plan ("OGDP"), Comprehensive Area Plan ("CAP"), Drilling and Spacing Unit ("DSU"), Oil and Gas Location Assessment ("Form 2A") or Application for Permit to Drill ("Form 2") filed by Operator with the COGCC for Wells or operations to be conducted in accordance with this Agreement.

C. Owner hereby waives any right granted by COGCC rule to comment on the OGDP, CAP, DSU, Form 2A, or Form 2 to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, and to appeal the approval and issuance of any of the aforementioned applications described in this subparagraph.

D. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any COGCC or other administrative or governmental proceedings related to Operator's operations, including but not limited to permitting, formation of drilling units, well spacing, well density,

pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or other applicable governmental body.

E. Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines, among other things. As to operations contemplated by this Agreement, Owner hereby waives its right to object to the location of any Well, the Access Road and Facilities on the basis of setback requirements in the rules and regulations of the COGCC, including, but not limited to, the 150 foot setback from surface property lines and other requirements of rules 603.a.(2), and 604.a, except that the Parties intend to rely upon one or more exceptions of rule 604.b of the rules and regulations of the COGCC relating to property lines and urban mitigation areas or designated outside activity areas, as those terms may change or be defined and amended from time to time. For the operations contemplated by this Agreement, Owner hereby waives the Exception Zone, Buffer Zone, Urban Mitigation Area, and High Occupancy Building setback distances, as required by COGCC rules and regulations.

F. Owner understands that Operator may provide a copy of this Agreement to the COGCC in order to obtain a waiver, exception location, or variance from the COGCC rules or from a local jurisdiction.

G. Upon request, at Operator's sole cost, and subject to any obligations or agreements regarding confidentiality, Owner shall provide timely executed waivers, variances, documentation, agreements, plan sets, and any other such instruments necessary for Operator to obtain local, County or COGCC permits.

11. NO INCLUSION IN DISTRICTS.

In the event that Owner creates, or consents to: (a) any District that would include the Property, Operator's leasehold or mineral interests, and all rights and interests arising pursuant to this Agreement within such District's boundaries or jurisdiction; (b) the inclusion of the Property, Operator's leasehold or mineral interests, and all rights and interests arising pursuant to this Agreement within the boundaries or jurisdiction of any existing District of which it is not currently a part; (c) the imposition or increase any mill levy or other tax, fee, or other charge of any District upon the Property, Operator's leasehold or mineral interests, and all rights and interests arising pursuant to this Agreement; or (d) the imposition of any covenants, conditions, rules, regulations, review or approval processes, design or architectural standards, zoning, overlays, entitlements, matters of record, master plans, comprehensive plans, or other restrictions on Operator's leasehold or mineral rights, and all rights and interests arising pursuant to this Agreement, whether imposed by a District or other body, entity, or person, then Owner and Operator agree that the foregoing liabilities to Operator created under subparagraphs (a)-(d) shall be limited to a maximum of five (5) mills in the aggregate.

For the purposes of this Paragraph, "District" means any special district formed pursuant to Article 1 of Title 32 of the Colorado Revised Statutes; any urban renewal authority, downtown development authority, business improvement district, special improvement district, or other body or entity formed pursuant to Article 25 of Title 31 of the Colorado Revised Statutes; any common interest community, condominium community, cooperative, or planned community formed pursuant to Article 33.3 of Title 38

of the Colorado Revised Statutes, commonly referred to as the Colorado Common Interest Ownership Act; or any other body or entity with the power to impose taxes, assessment, charges, or fees upon the Property.

12. TAXES AND OTHER PAYMENTS.

Operator agrees that all severance, ad valorem, and other taxes that it is or will be liable for related to hydrocarbon production, and all associated governmental forms will be timely paid and completed and will indemnify and hold harmless Owner for any liability related thereto. Operator shall further take all reasonable measures to prevent the foreclosure of any mechanics or oil and gas liens upon the Lands related to Operator's operations. Operator shall notify Owner in writing not less than three (3) business days upon obtaining any notices of intent to file liens upon the Lands which are related to Operator's operations. Operator shall indemnify and hold harmless Owner from any costs, claims, and causes of action (including reasonable attorneys' fees) related to or arising from any mechanics or oil and gas liens upon the Lands related to Operator's operations.

13. INSURANCE.

Operator shall maintain during the term of this Agreement;

A. Workmen's Comp. Insurance which shall comply with all applicable Workers' Compensation and Occupational Disease Laws and which shall cover all of the Operator employees performing any work or activities as to the Lands.

B. Liability. Commercial General Liability Insurance, including contractual liability coverage as well as sudden and accidental pollution liability coverage, with a combined bodily injury and property damage limit of not less than \$2,000,000 per occurrence.

C. Vehicles Insurance. All vehicles traveling upon the Lands and owned or operated by Operator and any of its employees, contractors or agents entering the Lands shall be covered by automobile liability insurance covering owned, non-owned, and hired automobiles with limits of at least One Million Dollars (\$1,000,000) for injury to or death of any one person for any one occurrence, and Five Hundred Thousand Dollars (\$500,000) property damage per occurrence. Operator and any of its employees, contractors or agents entering the Lands shall provide Owner with certificates evidencing such insurance prior to entry onto the Subject Lands

D. Environmental. Sudden and Accidental Pollution coverage in the amount of Two Million Dollars (\$2,000,000).

E. Umbrella or Excess Liability Insurance. Umbrella or excess liability Insurance coverage with a limit of not less than \$10,000,000.

F. The foregoing insurance to be procured and maintained by Operator under this Agreement shall:

- i. Provide that in the event of any loss payment under such policy, the insurer shall waive any rights of subrogation against Owner, or their directors, officers, employees or agents except where prohibited by law;
- ii. Designate as additional insureds Owner, its assigns and their directors, officers, employees or agents;

- iii. Provide that all insurance coverage and policies are primary without right of contribution from any other insurance which might otherwise be available to Owner, is assigns or directors, officers, employees or agents;
- iv. Provide that Operator shall be responsible for the payment of all deductible amounts;
- v. Provide that the insurance may not be canceled without thirty (30) days prior written notice to Owner (ten (10) days for nonpayment of premium).

14. **NOTICES.**

Subject to the terms, conditions, and covenants of this Agreement written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

Owner
Sands Partners, LLC
c/o Sonia Danielsen
1433 E 7th Avenue
Denver, CO 80218

Operator
Civitas Resources, Inc.
410 17th Street, Suite 1400
Denver, CO 80202
Phone: 720-440-6100
Attn: Surface Land Department

15. **ADVICE TO TENANTS.**

Owner agrees to contact any and all tenants of the Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the OGOA. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations or liability between Operator and such third parties.

16. **BINDING EFFECT.**

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

17. **RECORDING.**

Either Party may record this Agreement in the real estate records of the county in which the Lands are located.

18. **ENTIRE AGREEMENT.**

Except for that certain Relinquishment of Surface Rights and the Letter Agreement regarding compensation, both which are of even date herewith between Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns.

19. **LETTER AGREEMENT.**

The Owners and Operator shall execute a confidential Letter Agreement, dated of even date herewith, containing the terms and conditions of the Compensation Amount arising under this Agreement.

20. REASONABLE ACCOMMODATION.

Owner acknowledges uses and operations upon the Lands by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Owner. Owner further acknowledges Operator's uses and operations upon the Lands as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

21. TERM AND TERMINATION.

This Agreement is for a term of three and one-half (3.5) years from the effective date of this Agreement, unless otherwise amended in writing by the Parties (the "Initial Term"). During the Initial Term, Operator may drill and complete up to ten (10) Wells in the OGOA and shall have the use of the Temporary Workspace Area for that purpose. If Operator has not drilled and completed any Wells within the Initial Term, this Agreement will terminate. However, if Operator has drilled and completed a Well or Wells at the expiration of the Initial Term, this Agreement shall continue in full force and effect as to the Final Workspace Area, as described upon Exhibit B, attached hereto, and Operator shall release and relinquish its rights to the remainder of the OGOA. It is agreed and understood that Operator may not commence the drilling of any additional Well(s) after expiration of the Initial Term. If Operator has drilled and completed a Well or Wells at the expiration of the Initial Term, then this Agreement shall be extended for so long as any of such Wells continues to produce hydrocarbons in accordance with the lease rights under which such Well(s) are producing. Upon the following, this Agreement shall terminate and Operator shall promptly execute and record an instrument evidencing such termination: (i) cessation of production from the Lands and other lands pooled therewith; and, (ii) termination of Lease rights under which such Well(s) are producing. **Provided, however,** that Operator shall continue to have access to and use of the OGOA for the purpose of plugging and abandoning Wells, removing Facilities and any other final reclamation work required by applicable regulation or industry standard, all of which shall be undertaken as promptly as reasonably practicable. Other than a failure to have drilled and completed any Wells in the OGOA, no act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Lands to plug and abandon the Wells and to reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations.

22. COUNTERPARTS.

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

23. GOVERNING LAW AND VENUE.

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

24. AUTHORITY OF SIGNATORIES.

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

25. **SUCCESSORS.**

This Agreement constitutes an easement, right-of-way, and covenant running with the Oil and Gas Operations Area and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

26. **ATTORNEYS' FEES.**

If any action or proceeding is instituted by either party for enforcement or interpretation of any term or provision of this Agreement, the prevailing party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other party, and the other party shall pay, the prevailing party's reasonable attorneys' fees and costs as determined by the court.

28. **TERMINATION OF PRIOR SUA.**

The Prior SUA is hereby terminated, as are all rights, titles, interests and entitlements arising thereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

(The remainder of this page is intentionally left blank).

CIVI 12 2 21

EXHIBIT "A"
The Lands

EXHIBIT A

PARCEL A:
A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING ALL OF LOT 33, PART OF LOT 34, PART OF LOT 47, AND ALL OF LOT 48, WILCOX SUBDIVISION, ALL IN COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 10;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 48.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 1141.13 FEET;
THENCE DEPARTING SAID NORTH LINE SOUTH 00 DEGREES 31 MINUTES 36 SECONDS EAST, A DISTANCE OF 1321.40 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH A OF SAID SOUTHEAST $\frac{1}{4}$;
THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1139.78 FEET TO A POINT 48.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTH A SOUTHEAST $\frac{1}{4}$;
THENCE NORTH 00 DEGREES 28 MINUTES 03 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 1321.56 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO CITY OF THORNTON, A MUNICIPAL CORPORATION, IN WARRANTY DEED RECORDED JANUARY 11, 2001 UNDER RECEPTION NO. C0750657, NOW KNOWN AS UNITED POWER SUBSTATION - FILING NO. 1, RECORDED AUGUST 2, 2001 UNDER RECEPTION NO. C0836535, ADAMS COUNTY RECORDS;

AND

EXCEPT THAT PORTION CONVEYED TO E-470 PUBLIC HIGHWAY AUTHORITY IN SPECIAL WARRANTY DEED RECORDED JUNE 15, 2001 UNDER RECEPTION NO. C0815263, ADAMS COUNTY RECORD

AND

EXCEPT ANY PORTION LYING WITHIN THE EAST 50 FEET OF THE NORTH A OF THE SOUTHEAST A OF SAID SECTION 10.

AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF THORNTON, A COLORADO HOME RULE MUNICIPAL CORPORATION, IN SPECIAL WARRANTY DEED RECORDED JUNE 30, 2021 AT RECEPTION NO. 2021000079045.

PARCEL B:
A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING A PART OF LOT 34, ALL OF LOTS 35, 36, 45, 46, AND PART OF LOT 47, WILCOX SUBDIVISION, ALL IN COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 10;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 1189.13 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 1454.71 FEET TO A POINT 99.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTH $\frac{1}{4}$;
THENCE SOUTH 00 DEGREES 36 MINUTES 05 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 1321.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH A OF SAID SOUTHEAST $\frac{1}{4}$;
THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1452.99 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 1321.40 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE E-470 PUBLIC HIGHWAY AUTHORITY IN SPECIAL WARRANTY DEED RECORDED JUNE 15, 2001 UNDER RECEPTION NO. C0815264, ADAMS COUNTY RECORD

LPC MILE HIGH ONE
PARCEL LEGAL DESCRIPTIONS

11/29/2021

Kimley-Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
PHONE: 303-228-2300

K:\DEN_CO\198129000 LPC Mile High Thornton SE 125-5770\CAD\Subdata\2021-1129 - Marker-Bureau\198129000_BM.dwg

CIVI 12 2 21

EXHIBIT "B"
Oil and Gas Operations Area

M:\na - Hill Head Staging\EXTDISEDPT-02 (WASHINGTON W)\Drawings\EXTDISEDPT-02 (WASHINGTON W) AL - SITE BASE EWBRT.dwg 12/2/2021 12:56:46 PM, Aaron Dera

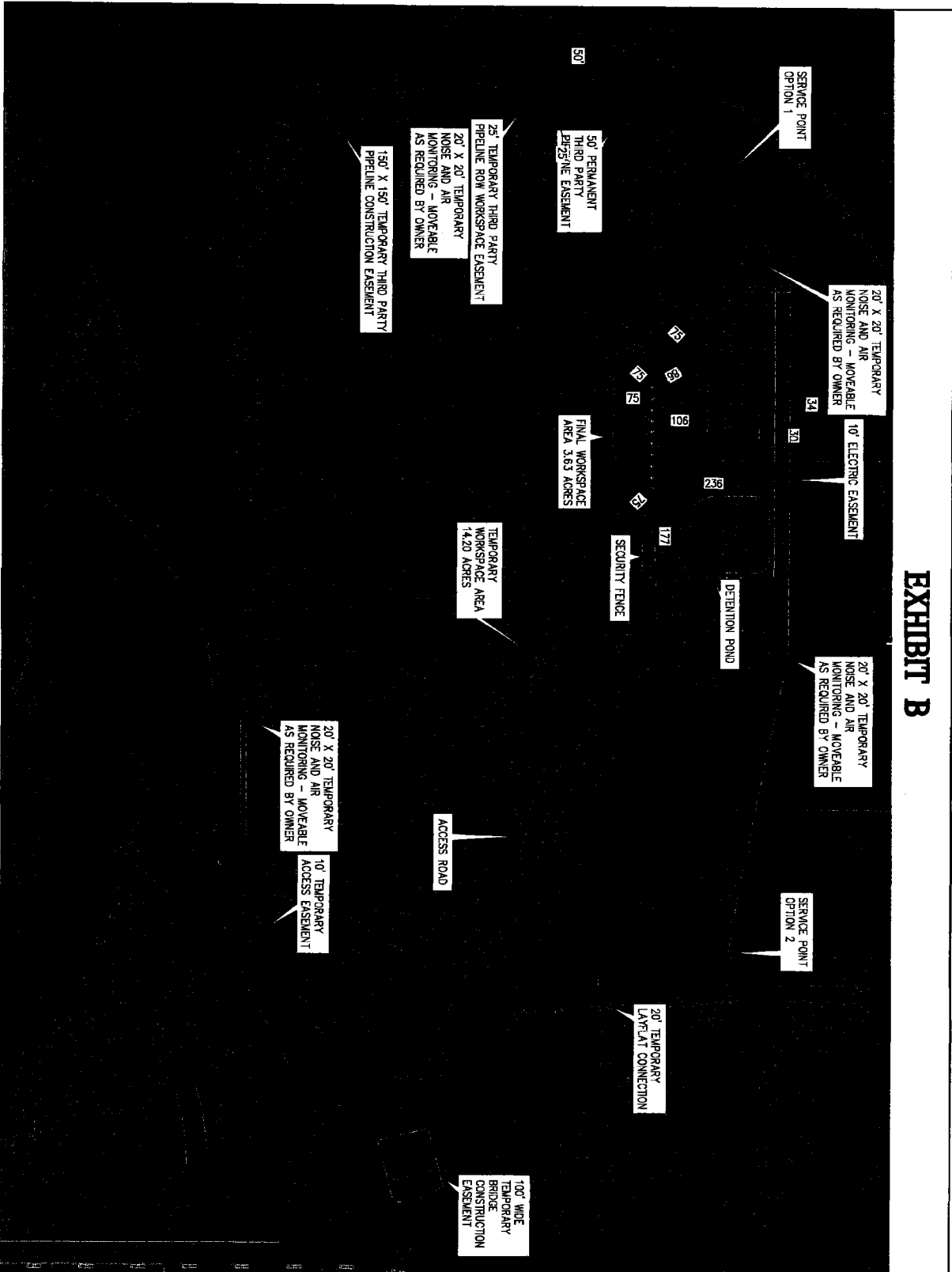


EXHIBIT B

<p>CIVITAS RESOURCES</p> <p>CITY OF THORNTON</p> <p>ADAMS COUNTY</p> <p>SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 66 WEST</p> <p>SURFACE USE AGREEMENT</p>	<p>REVISION DESCRIPTION</p> <p>PREPARED BY DATE</p>	<p>DATE</p> <p>BY</p> <p>BY</p> <p>BY</p>	<p>BASILINE</p> <p>Engineering - Planning - Surveying</p> <p>12 N. HURRY DRIVE SUITE 200 GOLDEN, COLORADO 80401</p> <p>303.426.0000 • 0.2024@basiline.com • www.basiline.com</p>
	<p>100' WIDE TEMPORARY BRIDGE CONSTRUCTION EASEMENT</p>	<p>100' TEMPORARY ACCESS EASEMENT</p>	
	<p>20' TEMPORARY LAYFLAT CONNECTION</p>	<p>20' X 20' TEMPORARY NOISE AND AIR MONITORING - MOVEABLE AS REQUIRED BY OWNER</p>	
	<p>ACCESS ROAD</p>	<p>20' X 20' TEMPORARY NOISE AND AIR MONITORING - MOVEABLE AS REQUIRED BY OWNER</p>	

M:\100 Well Head Stacking\20210508WHD-02 (WASHINGTON W)\Drawings\20210508WHD-02 (WASHINGTON W) ALT. SITE BASE EXHIBIT.dwg, 12/27/2021 12:56:57 PM, Arvin Dero

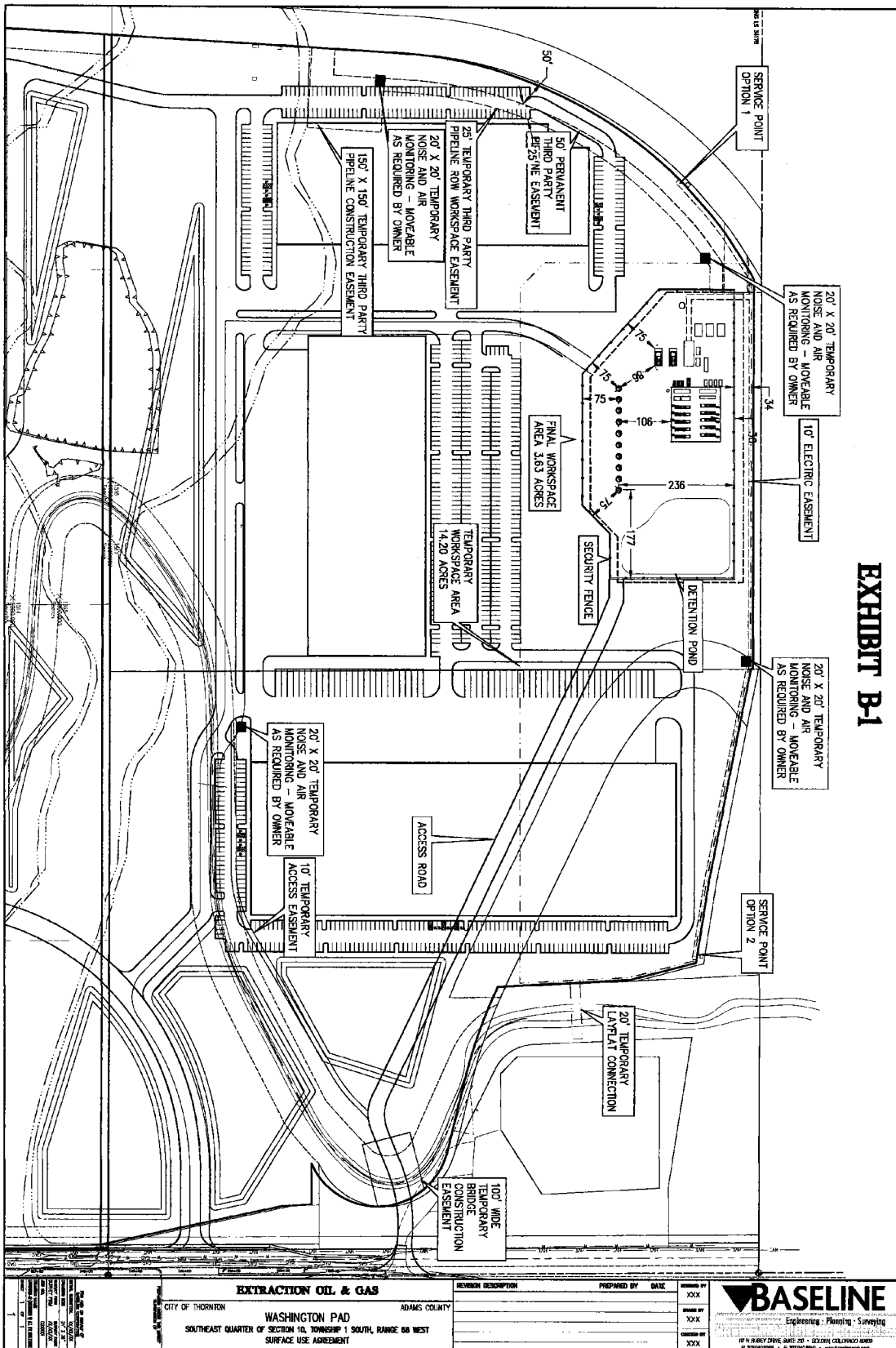


EXHIBIT B-2

LEGAL DESCRIPTION

A PORTION OF THE PARCEL OF LAND RECORDED AT RECEPTION NO. C1189944, BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL RECORDED AT RECEPTION NO. C1189944 FROM WHENCE THE NORTHEAST CORNER OF SAID PARCEL BEARS SOUTH 89°51'27" EAST A DISTANCE OF 766.77 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°51'27" EAST ON THE NORTH LINE OF SAID PARCEL A DISTANCE OF 25.43 FEET;

THENCE SOUTH 00°00'00" EAST A DISTANCE OF 36.85 FEET **POINT OF BEGINNING**;

THENCE NORTH 90°00'00" EAST A DISTANCE OF 572.44 FEET;

THENCE SOUTH 00°00'00" EAST A DISTANCE OF 255.11 FEET;

THENCE NORTH 90°00'00" WEST A DISTANCE OF 88.90 FEET;

THENCE SOUTH 45°00'00" WEST A DISTANCE OF 79.11 FEET;

THENCE NORTH 90°00'00" WEST A DISTANCE OF 258.15 FEET;

THENCE NORTH 47°36'20" WEST A DISTANCE OF 229.44 FEET;

THENCE NORTH 00°00'00" EAST A DISTANCE OF 156.36 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINING 158,414 SQUARE FEET OR 3.637 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537
(970) 353-7600