

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

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective this 10<sup>th</sup> day of July, 2023, by **Jerry W. Cass and Helen R. Cass** ("**Owner**"), whose address is **37401 COUNTY ROAD 79 BRIGGSDALE, CO 80611**, and **Bison IV Properties Colorado, LLC** ("**Operator**"), whose address is 518 17<sup>th</sup> Street, Suite 1800, Denver, CO 80202, sometimes referred to each as a "**Party**", or collectively as the "**Parties**".

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 (the "Lands") more particularly described as follows:

**Township 7 North, Range 62 West, 6<sup>th</sup> P.M.**  
**Section 33: SW/4**

Containing 160.00 acres, more or less

Weld County, Colorado

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest 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 existing roads on the Lands) ("**Access Roads**"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property 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.

B. 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 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.

C. For clarification, Owner and Operator mutually agree that this agreement does NOT govern any Facilities contained on the Lands that are outside the boundaries of the Oil And Gas Operating Area(s) (the "**OGOAs**"). Such Facilities shall be governed by a separate agreement or agreements. 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, a perpetual, exclusive easement and right-of-way on, over, across, and through the Lands 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. In those circumstances where the Operator owns, or is lessee of, the minerals underlying the Lands, Owner acknowledges and understands that Operator holds a perpetual, exclusive easement and right-of-way burdening the Lands with all the rights and privileges granted under this Agreement, the Lease, or lease associated with the Lands.

C. 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.

D. 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.

E. 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, and to transfer/assign such right to a third party gatherer.

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

The locations of Wells, the Access Roads to the Well sites and Facilities to be constructed on the Lands (the "Oil and Gas Operations Areas" or "OGOAs") shall be discussed by and between Owner and Operator prior to commencement of operations. Provided that the OGOAs and rights-of-way are consistent with the provisions of this Agreement, Owner will not unreasonably object to the location of the OGOAs and rights-of-way proposed by Operator, and Owner will not object to an OGOAs that is identified in **Exhibit A**, or any expansion of such OGOA as provided for in this Agreement. Material changes to the OGOAs may be made by Operator with the consent of Owner, which shall not be unreasonably withheld provided that such changes will not unduly interfere with Owner's existing use of the Lands. It is also understood and agreed that additional Access Roads located outside of the OGOAs may be necessary for Operator's activities and in these circumstances Owner and Operator agree to designate a mutually agreeable location for said Access Roads. Any Facilities constructed outside the boundaries of the OGOA, or any expanded area of such OGOA as provided for in this Agreement, shall be subject to a separate or separate agreements and are not included in the terms of this Agreement. This Agreement does not in any way limit the rights of Operator to drill future additional Wells with associated Facilities and Access Roads on the Lands or to exercise all rights consistent with its mineral ownership or lease rights, provided however, that any such Facilities not contained within the original OGOA, or any expansion thereof provided for in this Agreement, shall be subject to a separate agreement or agreements between Owner and Operator and are not included in the terms of this Agreement.

#### **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, prior to the commencement of drilling operations for each Well drilled 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 said 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 access to the Lands, Wells, Facilities and all associated oil and gas operations, equipment and areas associated therewith.

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

**B. New Roads:**

Operator shall be entitled to use any existing roads located on the Property ("Existing Roads") in connection with its operations. New Roads constructed by Operator shall be limited to approximately thirty (30) feet in width unless wider roads are required by Weld County for emergency vehicle access. The right to use any New Road or Existing Road shall be exclusive to Operator, provided that Owner reserves the right to use any Existing Road on the Property, and with the prior written permission of Operator, which shall not be unreasonably withheld, Owner may use any New Road so long as such use by Owner does not interfere with or impair Operator's Operations. Operator shall be responsible for maintaining all New Roads and any Existing Roads utilized by Operator, at Operator's sole cost and expense. Should Operator damage any Existing Road, fence or gate, Operator shall immediately repair the same to Owner's reasonable specifications at Operator's own expense.

**C. Lines:**

All Lines shall be buried below plow depth and shall be contained within the OGOA, or any expansion of such OGOA as set out in Section 4 of this Agreement. Operator shall, when reasonably practical, place all Lines in the same trench and along and adjacent to Existing Roads and/or New Roads within the OGOA. Operator may install as many Lines in a trench as it desires.

**D. Surface Restoration:**

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 close to its original state as is reasonably practicable, according to any USDA and CRP regulations and any COGCC regulations. Any costs, fees or penalties incurred by Owner as a result of Operator's operations on CRP Lands shall be paid by Operator directly to such authority levying such costs, fees or penalties, upon receipt from Owner of bona fide and verifiable documentation detailing same.

**E. 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 or buried on the Lands.

(iv) During drilling operations the well sites and any pits shall be fenced if requested by Owner. Additionally, the well sites shall be kept free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production.

(v) Operator agrees to fence off the perimeter of the well sites with temporary fencing if reasonably requested by Owner. Operator will also install cattle guards or gates where reasonably necessary.

#### **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, 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 and the exercise of the rights of any party hereunder.

#### **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 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 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 wonton 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 wonton misconduct.

#### **10. WAIVER OF COGCC NOTICES AND OTHER REGULATORY MATTERS.**

A. Owner, or owner's appointed agent, hereby waives the following notices and consultations, or grants the following consent, as applicable, as required by Weld County and the COGCC and any comment periods attributable thereto:

- (i) COGCC Rule 303.e(1)B. Notice of OGDG Completeness Determination
- (ii) COGCC Rule 309.b. Consultation and Meeting Procedure for Surface Owners
- (iii) COGCC Rule 312.a. and 412.a.(4) Notice of Subsequent Operations
- (iv) COGCC Rule 412.a. Statutory Notice to Surface Owner
- (v) COGCC Rule 412.b. Move-In; Rig-Up Notice
- (vi) COGCC Rule 412.a.(5) Notice During Irrigation Season
- (vii) COGCC Rule 412.a.(6) Final Reclamation Notice
- (viii) Weld County Code Sec. 21-5-315.B. 1041 WOGLA Notice

- (ix) Weld County Code Sec. 21-5-355.B. Notifications to Surface Owner
- (x) Weld County Code Sec.21-5-490.A.1. - Well less than 200 ft from property line
- (xi) Weld County Code Sec. 21.5-490.B. - Oil and gas location less than 500 ft from a Building Unit
- (xii) Weld County Code Sec. 21-5-550 B. - Allows surface owner to waive reclamation requirements; and
- (xiii) Any other notice or consultation requirements of Weld County or the COGCC

B. Owner hereby grants Operator the right to act as Authorized Agent on Owner's behalf in regard to the 1041WOGLA process, including but not limited to Building, Planning and Environmental Health Department Permits and Services and Public Works/1041WOGLA Access Permits.

C. Owner shall not object or protest any Oil and Gas Development Plan (OGDP), Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the COGCC. Subject to this Agreement, Owner agrees to allow Operator to locate the Wells and Facilities anywhere on the Lands.

D. Owner hereby waives any right granted by COGCC rule to comment on the Form 2A, 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 the Form 2A, and any related Form 2.

E. 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.

F. 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. Owner hereby waives its right to object to the location of any Well, Access Roads 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 rule 604.a.(2), except that the Parties intend to rely upon one or more exceptions of rule 604.a(2) 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.

G. 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.

## 11. 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

Jerry W. Cass and Helen R. Cass  
37401 COUNTY ROAD 79  
BRIGGS DALE, CO 80611  
Phone: (970) 381-7160

### Operator

Bison IV Properties Colorado, LLC  
518 17th Street, Suite 1800  
Denver, CO 80202  
Phone: 720-644-6997  
Attn: Land Department

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as mutually agreed upon between themselves. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations, or liability between Operator and such third parties.

**12. 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.

**13. RECORDING.**

The Parties agree Operator may record this Agreement in the real estate records of the county in which the Lands are located.

**14. ENTIRE AGREEMENT.**

Except for that certain Letter Agreement 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.

**15. 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.

**16. 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.

**17. 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.

**18. TERMINATION.**

A. This Agreement will terminate on the fifth (5<sup>th</sup>) anniversary of the effective date of this Agreement if Operator has not spudded and paid full compensation for at least one well (as described in that confidential Letter Agreement as set out in Section 6 of this Agreement), OR

B. This Agreement will terminate concurrently with the Leases as they relate to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein.

C. No act or failure to act on the part of the Operator, except as set out in Section 18.A. above, 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.

**19. 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.

**20. 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.

21. **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.

22. **SUCCESSORS.**

This Agreement constitutes an easement, right-of-way, and covenant running with the Lands 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.

23. **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.

*(The remainder of this page is intentionally left blank. Signatures and Acknowledgments follow.)*

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

**Owner:**

By: Jerry W. Cass  
Name: Jerry W. Cass

**Operator:**

**Bison IV Properties Colorado, LLC**

By: Robert Pierini  
Name: Robert Pierini  
Title: EVP

**Owner:**

By: Helen R. Cass  
Name: Helen R. Cass



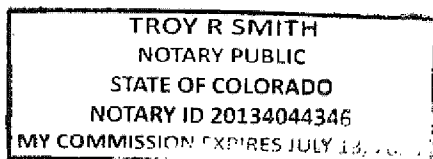
ACKNOWLEDGMENTS

STATE OF COLORADO     )  
  )ss.  
COUNTY OF WELD         )

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of July, 2023, by Jerry W. Cass, an individual.

Witness my hand and official seal.

(SEAL)



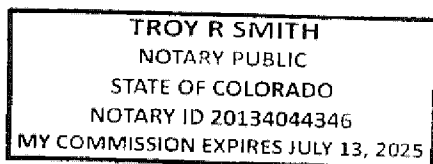
  
Notary Public


STATE OF COLORADO     )  
  )ss.  
COUNTY OF WELD         )

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of July, 2023, by Helen R. Cass, an individual.

Witness my hand and official seal.

(SEAL)



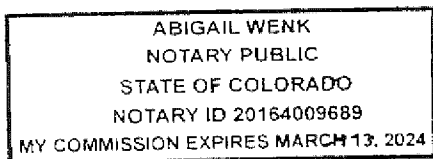
  
Notary Public


STATE OF COLORADO     )  
  )ss.  
COUNTY OF DENVER         )

The foregoing instrument was acknowledged before me on this 19<sup>th</sup> day of July, 2023, by Robert Pierini, acting as EVP on behalf of Bison IV Properties Colorado, LLC.

Witness my hand and official seal.

(SEAL)



  
Notary Public

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