

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

## **DO NOT RECORD THIS DOCUMENT**

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:

1. **Right-of-Way.** In order for Operator to drill, complete, test, rework, sidetrack, re-complete, equip, operate, maintain, produce, and plug and abandon crude oil and/or natural gas wells on Said Land, it will be necessary for Operator to access and use certain property of Surface Owner, as provided for under the Leases, and the Parties do hereby agree as to the damages, the right of entry and use of surface. For and in consideration of the hereinafter specified amounts, Surface Owner hereby grants to Operator the right for it, its agents, employees and contractors, and their agents and employees, to enter upon the surface of Said Land for the purpose of exploration, drilling, completing, reworking, sidetracking, re-completing, equipping, operating, maintaining, testing, producing, plugging and abandoning crude oil and/or natural gas wells in accordance with the other provisions of this Agreement.

2. **Well Pad & Facility Site Locations.** Operator has already constructed the certain Existing Well Pads depicted in the proposed plan of development in Exhibits C-1 thru C-9 attached hereto and made a part hereof (the "Plan of Development"). Operator is authorized to expand the Existing Well Pads in accordance with the Plan of Development. Operator is authorized to construct the New Well Pads and Facility Sites in accordance with the Plan of Development. Operator is not authorized to construct additional Well Pads or Facility Sites on Said Land which are not set forth in the Plan of Development without the prior written consent of Surface Owner, which consent will not be unreasonably withheld. Existing Well Pads, New Well Pads and New Facility Sites may be collectively referred to as "Authorized Well Pads and Facilities." If Operator excavates any area of the Said Land, Operator shall remove the topsoil and stockpile and replace it in conformance with Colorado Oil and Gas Conservation Commission ("COGCC") rules (the "COGCC Rules").

3. **Well Pad & Facility Site Compensation.** Operator shall pay Surface Owner the following amounts as consideration for New Well Pads, New Facility Sites and the expansion of Existing Well Pads and Facility Sites constructed on Said Land:

**Dry Land Locations**

**Irrigated Locations**

Prior to January 1, 2021

January 1, 2021- December 31, 2026

After December 31, 2026

4. **Central Facilities.** Pursuant to Paragraph 2 above, Operator shall have the right to construct Facility Sites in accordance with the Plan of Development. Operator shall have the further right to use the Big Horn Central Facility (Exhibit C-6) and the Ray Ranch North Central Facility (Exhibit C-7) [sometimes collectively referred to as "Central Facilities"] to treat, process, store and market crude oil, natural gas and its constituent products from wells which (i) are not physically located on the Subject Lands; and (ii) are not drilled pursuant to the Leases (herein called "Outside Wells"). If Operator elects to use the Big Horn Central Facility to treat, process, store and market crude oil, natural gas and/or its constituent products from Outside Wells, Operator shall pay Surface Owner a one-time payment of . If Operator

elects to use the Ray Ranch North Central Facility to treat, process, store and market crude oil, natural gas and/or its constituent products from Outside Wells, Operator shall pay Surface Owner a one-time payment of \_\_\_\_\_ Such payments shall be tendered by Operator to Surface Owner prior to utilizing the Central Facilities for treating, processing, storing and/or marketing crude oil, natural gas and/or its constituent products from Outside Wells.

At such time as only crude oil, natural gas and/or its constituent products from Outside Wells is being treated, processed, stored and marketed on either or both Central Facilities, ("Starting Date"), Operator shall pay Surface Owner an annual fee for the continued use of each such central facility whereupon only crude oil, natural gas and/or its constituent products from Outside Wells is being treated, processed, stored and marketed. The initial payment shall be tendered within sixty (60) days following the Starting Date. Thereafter, each year in which crude oil, natural gas and/or its constituent products from only Outside Wells are being treated, processed, stored and/or marketed, Operator shall tender such yearly payments in advance, on or before the anniversary date of the Starting Date. The annual payments for each Central Facility Site (once only crude oil, natural gas and/or its constituent products from Outside Wells is being treated, processed, stored and marketed) shall be as follows:

Prior to January 1, 2021  
January 1, 2021 - December 31, 2025  
January 1, 2026 - December 31, 2030  
January 1, 2031 - December 31, 2035

Commencing in 2036, the annual payments shall increase five percent (5%) per annum.

5. **Access Roads.** Operator shall have the right to use, widen and improve Authorized Existing Access Roads for its operations on Said Land in accordance with the Plan of Development as set forth in Exhibits C-1 and C-2. Operator shall have the right to construct New Access Roads on Said Lands in accordance with the Plan of Development as set forth in Exhibits C-1 and C-2. Operator shall not construct any New Access Roads which are not contemplated in the Plan of Development without the prior written consent of Surface Owner. New Access Roads and Authorized Existing Access Roads may be collectively referred to as "Access Roads."

Operator shall pay Surface Owner the sum of \_\_\_\_\_ per rod as consideration for the right to use, widen and improve any Existing Ranch Roads (which shall include consideration for an Access Road & Utility Right-of-Way) necessary for ingress to and egress from any Authorized Well Pads and Facilities, pipelines or other appurtenances located on Said Land.

Operator shall pay Surface Owner the sum of \_\_\_\_\_ per rod as consideration for right to construct, maintain and use any New Access Roads constructed prior to December 31, 2026 (which shall include consideration for an Access Road & Utility Right-of-Way) necessary for ingress to and egress from any Authorized Well Pads and Facilities, pipelines or other appurtenances located on Said Land. Commencing January 1, 2027, such consideration shall increase to \_\_\_\_\_. The actual traveled roadbed for Access Roads constructed and/or widened by Operator shall be constructed in accordance with the Plan of Development as set forth in Exhibits C-1 and C-2.

Said Access Road & Utility Rights-of-Way shall be one hundred feet (100') in width with an additional twenty five feet (25') of temporary working area during construction. In order to provide public notice of the existence of the Access Road & Utility Right-of-Way, 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 to be recorded in Jackson County, Colorado. Any reclaimed portions of the Access Road & Utility Right-of-Way will be restored in accordance with Paragraph 13.

6. **Pipelines & Data Transmission Lines.** In some cases, it may be necessary or desirable to install pipelines for the transportation of water, crude oil, natural gas and/or associated products produced on Said Land and other adjoining lands, and nothing in this Agreement shall be construed as preventing Operator from installing and maintaining any such pipelines. In order to minimize surface disturbance, Lessee shall not construct any processing, treatment, or other such facilities or infrastructure on the Said Lands that are not necessary to the extraction, treatment and storage of crude oil, natural gas or its constituent products.

Operator shall make every reasonable effort to construct and bury any pipelines and/or data transmission lines within the Access Road & Utility Right-of-Way, if one exists. If Operator is unable to construct its pipelines and/or data transmission lines within the said Access Road & Utility Rights-of-Way, Operator shall pay Surface Owner the sum of

per rod as consideration for a pipeline and/or data transmission line right of way and easement to lay, install, maintain, operate, replace, protect, repair, relocate, change and remove one or more pipelines, data transmission lines, and any appurtenances useful and incident to the operation and protection thereof, for the transportation of crude oil, natural gas, water, or any other like or unlike associated substances which may be moved by and through such pipelines, data transmission lines and/or appurtenances thereto, under and through Said Land. Commencing January 1, 2027, such consideration shall increase to per rod.

Said pipeline and/or data transmission line right-of-way and easement shall be temporarily one hundred feet (100') wide during construction and thereafter permanently seventy five feet (75') wide. Notwithstanding anything herein to the contrary, Operator shall be permitted to use any pipelines constructed for the transportation of crude oil, natural gas, water and associated constituent products produced pursuant to the Leases to also transport crude oil, natural gas, water and associated constituent products produced from other lands through such pipelines underneath and through Said Land.

All pipelines must be buried a minimum of forty eight inches (48") below the surface of the earth and a minimum of twenty four (24") below the bottom of any existing irrigation ditches whenever reasonably practical to do so. All data communications lines must be buried a minimum of thirty six inches (36") below the surface of the earth and a minimum of twenty four inches (24") below the bottom of any existing irrigation ditches whenever reasonably practical to do so. Operator shall back fill, compact, reseed, and re-contour the area disturbed by Operator's construction, installation, repair, and/or removal of any pipelines and/or data transmission lines. Once Operator has constructed any pipeline and/or data transmission line, Operator shall, for a period of not less than (i) one (1) year on non-irrigated lands; and (ii) three (3) years on irrigated lands, re-inspect such

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. **Storage Facilities & Staging Areas.** Operator shall have the right to use those certain Well Pads and Facility Sites described below (i) as general storage areas to store pipe, equipment and supplies, including such materials and supplies which may not be specifically related to the wells drilled pursuant to the Leases; and (ii) as a temporary location to stage operations, park vehicles and equipment, including such vehicles and equipment which may not be specifically related to the wells drilled pursuant to the Leases.

The **Mutual 17 Pad** (Exhibit C-3) may be used for the purposes enumerated in this Paragraph so long as there is one or more wells producing or capable of producing crude oil and/or natural gas located on the pad. The **Big Horn Central Facility** (Exhibit C-6) may be used for the purposes enumerated in this Paragraph so long as Operator is using said site for storing, handling, processing and marketing crude oil, natural gas and/or constituent products from wells producing pursuant to the Leases. The **Ray Ranch North Central Facility** (Exhibit C-7) may be used for the purposes enumerated in this Paragraph so long as there are one or more wells producing or capable of producing crude oil and/or natural gas located on the pad and/or so long as Operator is using said site for storing, handling, processing and marketing crude oil, natural gas and/or constituent products from wells producing pursuant to the Leases.

9. **Fences, Cattle Guards and Gates.** Operator shall construct a fence around the perimeter of all Well Pads. The Operator shall construct cattle guards at the entrances to all Well

Pads and Facility Sites. Stock gates shall be constructed at Surface Owner's request if the movement of livestock will be interfered with by Operator's operations. Except as specifically set forth in the Plan of Development, no fences or other improvements of Surface Owner shall be cut or damaged by Operator, except with prior written consent of Surface Owner and payments of additional damages as appropriate. All fences shall be constructed under the standards of the Colorado Fence Code which includes four (4) strands of barbed wire; steel posts no more than twenty (20) feet apart, double wood cross-braced posts at corners and gates. All cattle guards and fences installed by Operator shall be kept clean and in good repair.

10. **Maintenance and General Operations.** Operator shall at all times keep the Well Pads, Access Roads, rights-of-way, and other areas disturbed by Operator, safe and in good order, free of noxious weeds, litter, and debris consistent with COGCC Rules and in such a manner as to minimize interference with the Surface Owners normal use of contiguous lands. Operator shall dispose of all litter, sewage, and debris off of Said Land at an approved disposal site. Using reasonable efforts, Operator shall not allow or permit erosion to continue on any disturbed sites and shall promptly repair, reclaim and reseed all erosion sites per the reclamation requirements outlined in Paragraph 13 (Reclamation). Operator shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on Said Land.

11. **Mud Pits.** Operator shall use a "closed-loop" mud system. Mud pits are specifically not permitted to be used on Said Land. Nothing in this provision or this Agreement shall preclude Operator from constructing and using a pit to store fresh water on Said Land.

12. **Dogs, Firearms, Drugs and Alcohol.** Operator agrees that no alcohol, illicit drugs, controlled substances, dogs, firearms, bows, crossbows, hunting or fishing will be allowed on the Said Land without the express written consent of the Surface Owner. There shall be no use of ATV's, motorcycles, 4x4 vehicles or snow mobiles on the Said Land for recreational purposes. Operator shall require all of its contractors, representatives, invitees, agents and employees to abide by these restrictions. Operator may use ATV's, 4x4 vehicles or snow mobiles on the Said Land if necessary to conduct ordinary operations pursuant to this Agreement.

13. **Reclamation.** It is understood that Operator shall be solely responsible for all reclamation related to the oil and gas activities that take place on Said Land. This shall include, but not be limited to, reclamation required within Well Pads, Facility Sites, Access Roads, access easements, pipeline and power line easements and utility easements. However, Operator shall permit Surface Owner the opportunity to retain "as is" any portion of the Well Pads, access roads or surface facilities constructed by Operator.

Prior to reclaiming any Well Pad or Facility Site, Operator shall provide Surface Owner written notice of its intent to restore and reclaim such Well Pad or Facility Site ("Notice"). Surface Owner shall have the option to retain all or any portion of such Well Pad or Facility Site for hay storage or other purpose by giving written notice to Operator within thirty (30) days after receipt of Notice. If Surface Owner affirmatively elects to retain all or any portion of any Well Pad or Facility Site, Operator shall have no further obligation to restore the facilities or improved portion of such Well Pad or Facility Site retained by Surface Owner and Surface Owner shall execute an agreement assuming, and releasing Operator from, the obligations related to such retained facilities or improved portion of such Well Pad or Facility Site. If Surface Owner fails to affirmatively elect to

retain the entire Well Pad or Facility Site within the time period set forth above, Operator shall promptly reclaim such Well Pad or Facility Site in accordance with the other terms of this Paragraph 13.

Notwithstanding the termination of the Leases and/or this Agreement, Operator shall have a continuing right of access to the Said Land for the purpose of performing its obligations under this Paragraph 13.

Operator agrees to diligently reseed and re-vegetate on a continuous basis until such vegetation is established even if such actions may take longer than twelve (12) months. Within one hundred and twenty (120) days following the abandonment of operations on any Well Pad or Facility Site, all surface equipment and surface appurtenances, together with all foreign substances (including gravel), associated with such Well Pad or Facility Site and related pipelines and power lines, not requested to remain by Surface Owner, shall be removed by Operator from Said Land. Operator will perform all reclamation at a minimum in accordance with COGCC Rules, and also subject to the requirements set forth below.

a. Upon final termination of operations on any portion of Said Land, Operator shall return access roads, rights of way, and any Well Pads and Facility Sites, the use of which is to be terminated, to their original grade and vegetation. Operator shall use water bars and such other measures as appropriate to prevent erosion and non-source pollution. All surface restoration shall be accomplished to the reasonable satisfaction of the Surface Owner.

b. Operator shall remove any gravel or other foreign material used on any Well Pads and Facility Sites. At Surface Owner's request, Operator shall remove any gravel used on any Access Roads.

c. Depending on the season of the year, Operator will sow a sterile cover crop using appropriate seed mixture, as reasonably determined by Surface Owner, as interim reclamation to protect the location from erosion, assist with weed control and to improve the organic matter of the seedbed.

d. In the spring or fall, Operator will mow the cover crop and sow the chosen native seed mix approved by Surface Owner into the cover crop stubble. Operator shall reseed any disturbed area using a seed mixture recommended by Surface Owner considering recommendations of one of the following: (1) the county weed/pest department; (2) Jackson County Colorado Extension Office; or (3) any reputable seed company. It shall be the duty of Operator to insure that a growing ground cover is established upon disturbed soils and Operator shall reseed and water as necessary to accomplish that duty.

At the request of Surface Owner, Operator will retain and maintain any fence constructed by Operator around any Well Pad to exclude livestock, so as to ensure that re-vegetation is complete.

e. Operator shall inspect disturbed areas at such times as Surface Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Operator shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this shall be a

continuing obligation and Operator shall reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as good a condition as existed prior to construction. If the native seed re-vegetation effort fails in whole or in part for any reason or if the location is re-disturbed with additional heavy equipment for well servicing operations creating additional impact to any Well Pad, the reclamation process will continue until such time that the site has been successfully reclaimed.

f. A site shall be successfully reclaimed when (i) two growing seasons have passed and (ii) the location has reached eighty percent cover of native species when compared to its prior condition or adjacent locations. When the location has reached this level of re-vegetation, Operator will remove the fence and the location will be re-introduced to livestock or wildlife grazing, as appropriate. If the Parties cannot agree that a site has been successfully reclaimed, then the Parties will ask the Colorado State University County Extension Office to assess the site and determine if the re-vegetated area has achieved 80% of the prior vegetative cover condition.

g. It shall further be the duty of Operator to comply with the Colorado Noxious Weed Act. Operator shall inspect and control all noxious weeds that may become established within areas used or disturbed by Operator, and those found to spread to other areas of land owned by Surface Owner as a result of Operator's operations. Operator shall inspect disturbed areas at such times as Surface Owner shall reasonably request in order to determine the growth of ground cover and or noxious weeds, and Operator shall reseed ground cover in accordance with Section 13 hereof and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this shall be a continuing obligation and Operator shall reseed ground cover and/or control noxious weeds until areas disturbed by Operator until the site is successfully reclaimed as set forth in Section 13 hereof.

At any Well Pad where Operator does not discover crude oil, natural gas, or other hydrocarbons of commercial quantity and determines its well(s) to be a "dry hole," Operator shall within one year restore and reseed said area after replacing topsoil to specifications not less than that of the Bureau of Land Management (BLM).

If Operator excavates any area of the Said Land, Operator shall remove the topsoil and stockpile and replace it in conformance with COGCC Rules.

When Operator reclaims any land which was previously irrigated by Surface Owner, Operator shall, for a period of not less than three years, re-inspect such land each year between September and November to determine if additional remediation is required to return the land to its original condition. Such remediation could include additional tilling, leveling and contouring the land so as to facilitate the resumption of irrigation operations.

14. **Disposal Wells.** Operator shall have the right to drill, complete, construct, use, inspect, alter, operate, convert, maintain, re-enter and repair one or more wells and all facilities and appurtenances necessary to operate same including, but not limited to, gas lines, pipelines and flow lines, separators, electric lines, tanks, and all other devices, equipment and structures on the Authorized Well Pads and Facilities for the purpose of injecting water and/or natural gas and associated products from any source into the subsurface strata of Said Land through any such well, together with the right of ingress to and egress from same on, over, and across the Said Land.



Operator shall also have the right to convert any existing well located on the on any of the Authorized Well Pads and Facilities for the purpose of injecting water and/or natural gas and associated products into such wells. Such injection wells shall be called "Disposal Wells." Operator shall have the right to install transfer facilities at each Disposal Well site to facilitate off-loading of water by truck. Provided however, water transportation, transfer and disposal shall be principally undertaken by pipeline and the truck transfer facilities should not be the primary method of transporting water to the Disposal Wells. All such Disposal Wells shall be drilled, completed and operated in compliance with the applicable COGCC Rules and any other rules of a regulatory agency with jurisdiction.

Operator shall not be required to pay Surface Owner any consideration for the right to dispose into a Disposal well, water and/or natural gas produced from wells drilled pursuant to the Leases. At such time as Operator has commenced injection of water and/or natural gas from wells not drilled pursuant to the Leases into a Disposal Well ("Commencement Date"), Operator shall pay Surface Owner the sums set forth below each year in which such water and/or natural gas from wells not drilled pursuant to the Leases is injected into the Disposal Well. The initial payment shall be tendered within sixty (60) days following the date upon which such injection commences. Thereafter, each year in which such water and/or natural gas from wells not drilled pursuant to the Leases is injected into a Disposal Well, Operator shall tender such yearly payments in advance, on or before the anniversary date of the Commencement Date.

Prior to January 1, 2021

January 1, 2021 - December 31, 2025

January 1, 2026 - December 31, 2030

January 1, 2031 - December 31, 2035

Commencing in 2036, the annual payments shall increase five percent (5%) per annum.

15. **Communication Towers.** Operator shall have the right to construct communication towers on the Mutual 17 Pad (Exhibit C-3), Big Horn Central Facility (Exhibit C-6) and Ray Ranch North Central Facility (Exhibit C-7), herein called "Authorized Tower Sites" for use by Operator in support of its crude oil and natural gas operations in Jackson County, Colorado. Such communication towers cannot exceed one hundred feet (100') in height without the written consent of Surface Owner. The communication towers must be "mono-construction" (no support or guy wires).

Operator shall have the option of constructing any communication towers outside of such Authorized Tower Sites provided that the communication tower sites are not more than twenty five feet (25') from the perimeter of the respective Authorized Tower Sites. Any communication tower sites located outside of such Authorized Tower Sites shall be no larger than fifteen feet square (15' x 15"). Operator shall pay Surface Owner a one-time payment of

as consideration for any communication towers constructed outside of the Authorized Tower Sites.

For any site upon which Operator constructs a communication tower, Surface Owner grants Operator a Communication Tower Easement measuring fifteen feet square (15' x 15"). In order to provide public notice of the existence of any Communication Tower Easement, upon the request of

the Operator, Surface Owner shall execute a formal Grant of Communication Tower Easement to be recorded in Jackson County, Colorado.

After the expiration of the Leases, Operator shall have the right to continue using any of the communication towers for Operator's crude oil and natural gas operations in Jackson County, Colorado by tendering Surface Owner a payment of \_\_\_\_\_ per year per communication tower (payable annually through 2026) and a payment of \_\_\_\_\_ per year per tower (payable annually after 2026). The first such payment shall be tendered to Surface Owner on or before ninety (90) days following the expiration of the Leases, and annually thereafter, on or before the anniversary date of the first payment.

Operator may sub-lease space on the communication towers to subsidiaries, affiliates and vendors who support Operator's crude oil and natural gas operations. Operator shall not sell or sublease the communication towers or space on the communication towers to other third parties without the prior written consent of Surface Owner.

Once Operator has permanently ceased using any communication tower for its crude oil and natural gas operations, Operator shall remove such communication tower within one hundred and eighty (180) days. Upon removal of any such communication towers, Operator shall also remove the concrete footers constructed for such communication towers and restore the site in accordance with Paragraph 13. If Operator fails to use any communication tower for one consecutive year for the purposes herein enumerated, the use of such communication tower shall be deemed to have permanently ceased.

16. **Operational Standards.** Operator agrees to abide by any and all applicable COGCC Rules as well as any and all applicable federal laws, rules and standards, including but not limited to water quality, water disposal, spills, clean-up of spills, noise abatement, as well as bonding and reseeded to ensure that impacts to Said Land are minimized and mitigated. Operator shall paint the production tanks, pumping units, buildings and other production facilities "Shale Green" as depicted on the Bureau of Land Management Chart of Standard Environmental Colors.

17. **Release.** The compensation provided herein to be paid by Operator to Surface Owner shall release and discharge Operator, its agents, contractors and employees from all claims, losses, demands and causes of action for damage to land, loss of and damage to crops, and use of Said Land, hereafter arising as a result of Operator's drilling and operating on Said Land, except such damages or losses which are caused by the negligence of Operator, its agents and employees. Operator will compensate Surface Owner for any "unusual" damages such as oil or salt-water spills and loss of livestock on Said Land as a result of operations by Operator, its agents or employees. All livestock lost, injured or killed as a result of Operator's activities on Said Lands shall be paid for at market prices. Necropsies shall be required in the event Operator cannot substantiate the cause of death by observation. The cost of any necropsy shall be paid by Operator if it is determined that the livestock was injured or killed as a result of Operator's activities on Said Land.

18. **Indemnity and Release of Surface Owner.** Operator shall release and forever discharge Surface Owner from any liability associated with or arising from Operator's operations on the Said Land, and Operator agrees to indemnify, defend and hold harmless Surface Owner, and its respective officers, directors, affiliates, successors, employees,

representatives, agents or invitees against all claims, demands, and causes of action of every kind and character without limit, any theory of strict liability and defect of premises, arising in connection with Operator's operations on the Said Land, or the actions of its contractors at any level, and their respective officers, directors, affiliates, successors, subcontractors, employees, representatives, agents or invitees, on account of bodily injury, death or damage to property. Operator shall require its contractors to have similar provisions in any contract or work order for the release and indemnity of Surface Owner as contained herein.

Operator further agrees to indemnify, defend and hold Surface Owner harmless from and against any and all third party claims, losses, liability, damages, and causes of action for pollution (*in, on, above or under the surface of the Said Land*), contamination of water wells, environmental hazards, death, illness, personal injury or property damage, real or personal arising out of Operator's, or its contractors and their contractors, representatives, invitees, agents and employees, operations on Said Land, unless, and to the extent that, Surface Owner's sole negligence causes such third party claims.

Operator shall immediately inform Surface Owner of any claim, demand or suit that may be presented, asserted or served upon it or any party arising out and as a result of Operator's conduct and operations on Said Land. Surface Owner may participate in any defense subject to this indemnity provision, at Surface Owners cost.

19. **Indemnity and Release of Operator.** Surface Owner shall release and forever discharge Operator from any liability associated with or arising from Surface Owners' operations on the Said Land, and Surface Owner agrees to indemnify, defend and hold harmless Operator, its officers, directors, affiliates, successors, employees, representatives, agents or invitees against all claims, demands, and causes of action of every kind and character without limit, any theory of strict liability and defect of premises, arising in connection with Surface Owners' operations on the Said Land, or the actions of its contractors at any level, and their respective officers, directors, affiliates, successors, subcontractors, employees, representatives, agents or invitees, on account of bodily injury, death or damage to property.

20. **Notification.** Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, or FedEx addressed to the party to which it is intended at the address set forth below for such party:

If to Surface Owner:

Kohlman's OK Limited Partnership  
21536 State Highway 14  
Walden, Colorado 80480  
Attn: Greg Ray

If to Operator:

SandRidge Exploration and Production LLC  
123 Robert S. Kerr Avenue  
Oklahoma City, Oklahoma 73102  
Attn: Land Manager

21. **Disputes and Default.** In the event Surface Owner believes that Operator has breached any of the terms of this Agreement, Surface Owner shall notify Operator in writing. Thereupon, Operator shall remedy such breach within forty five (45) days. If Operator denies the

alleged breach, Operator shall notify Surface Owner and the Parties shall endeavor in good faith to resolve the alleged breach. If the alleged breach has not been resolved to the mutual satisfaction of Surface Owner and Operator within forty five (45) days following the receipt of notice by Operator of the alleged breach, either party may request, and the other must agree that the matter be submitted to binding arbitration before and in accordance with the rules and protocols of the American Arbitration Association as are then in effect before a single arbitrator. The arbitration proceeding will take place in Denver, Colorado. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expense, including attorney fees, expert witness fees and costs of arbitration. Notwithstanding the foregoing, either party shall have the right to institute a legal proceeding in a court of proper jurisdiction should the parties not mutually agree on proceeding with arbitration.

22. **Seismic Testing.** Operator shall consult with Surface Owner prior to conducting seismic operations on Said Land.

23. **COGCC Surface Use Requirements.**

(a) Surface Owner acknowledges and agrees that Operator has consulted in good faith with Surface Owner as to its proposed Operations, in accordance with COGCC requirements, or hereby waives such requirements. Surface Owner expressly waives the application of any COGCC setback requirements which are inconsistent with this Agreement.

(b) Operator will provide Surface Owner with an approved COGCC Form 2 and/or 2A, Oil and Gas Location Assessment, and Operator shall undertake to ensure that said Form 2A accurately reflects the provisions of this Agreement, including the specified surface locations for facilities shown on the Plan of Development. Surface Owner agrees not to object to said Form 2A, so long as it is consistent with this Agreement, and hereby waives any right granted by COGCC rule to comment on said Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2, Application for Permit to Drill, so long as such Form 2 and Form 2A are consistent with this Agreement.

(c) Surface Owner hereby waives all rights to notice and consultation as required under COGCC Rules, including, but not limited to, pre-application notifications, statutory advance notice to surface owners as to commencement of operations with heavy equipment, and notice of moving in and rigging up. Operator may cite the waiver contained in this paragraph in relevant COGCC forms.

(d) Surface Owner shall not oppose Operator in any agency or governmental proceedings, including but not limited to the COGCC or local government with jurisdiction over Said Land, related to Operator's operations on Said Land, including but not limited to permitting, drilling, workovers, well deepening and recompletions, provided that Operator's position in such proceedings is consistent with this Agreement.

24. **Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

25. **Assignment.** This Agreement shall be binding upon and shall be for the benefit of the Parties hereto, their respective heirs, successors and assigns. Any sale by Surface Owner of its interest in Said Land shall be made subject to the terms and conditions of this Agreement.

26. **Termination of Rights.** Except as may otherwise be provided herein, including, without limitation, in Paragraph 13 regarding reclamation, this Agreement shall automatically terminate upon the complete cessation of Operator's operations on the Authorized Well Pads and Facilities.

27. **Recording.** Concurrent with the execution of this Agreement, the Parties have executed a Memorandum of Agreement. Only the Memorandum of Agreement shall be recorded by Operator. Operator shall provide Surface Owner with a copy of the recorded Memorandum of Agreement as soon as practicable after recording.

28. **Confidentiality.** Surface Owner shall not, at any time hereafter, disclose or divulge to any person or entity any information (other than any information properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction) relating to the terms of this Agreement ("Confidential Information"), including, but not limited to the monetary terms of the Agreement. Surface Owner may disclose the Confidential Information to those of its representatives and agents who need to know such information in the normal course of Surface Owners. Surface owner shall inform such representatives and agents of the confidential nature of such information and require such representatives and agents to treat such information confidentially in accordance herewith.

29. **Emergency.** Exhibit B hereto contains a list of Operator's 24-Hour contacts in case of emergency on Said Land.

30. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and shall have no effect upon construction or interpretation of this Agreement.

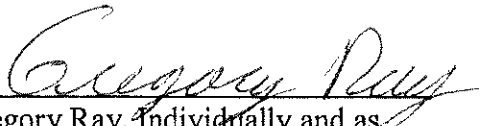
31. **Entire Agreement.** This Agreement, including all exhibits to this Agreement and, if any, exhibits to such exhibits, sets forth the entire agreement among the Parties hereto regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement shall not be amended, except by written document signed by the Parties.

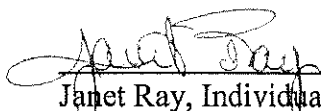
32. **Counterpart Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument binding the party executing it, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THIER HANDS, THE DAY  
AND YEAR FIRST ABOVE WRITTEN TO BE EFFECTIVE AS OF JANUARY 1, 2016.

**SURFACE OWNER**


KOHLMAN'S O.K. LIMITED  
PARTNERSHIP

  
\_\_\_\_\_  
Gregory Ray, Individually and as  
Managing Partner

  
\_\_\_\_\_  
Janet Ray, Individually and as  
Managing Partner

**OPERATOR**

SANDRIDGE EXPLORATION AND  
PRODUCTION, LLC

  
\_\_\_\_\_  
Bill Masino, Senior Vice President - Rockies

*WCS*  
*5*

## **EXHIBIT A**

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

### ***LEGAL DESCRIPTION OF "SAID LAND"***

#### **TOWNSHIP 7 NORTH, RANGE 80 WEST OF THE 6<sup>TH</sup> P.M.**

**Section 4: Lot 2, 3, 4, SWNE, W2SE, SESE, SW/4, S2NW**

**Section 5: Lot 1, 2, 3, S2NE, SE/4, E2SW, SENW**

**Section 8: E/2, SW/4, E2NW, SWNW**

**Section 9: All**

**Section 16: All**

**Section 17: N/2**

#### **TOWNSHIP 8 NORTH, RANGE 80 WEST OF THE 6<sup>TH</sup> P.M.**

**Section 32: E2SE, SWSE, SESW**

**Section 33: S/2, less and except ROW**

Containing 3,664.46 acres, more or less in Jackson County, Colorado.

## **EXHIBIT B**

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

### ***EMERGENCY CONTACT INFORMATION***

**SandRidge Emergency Phone Number  
(405) 429-5974**

**Alternate Emergency Phone Number  
(405) 429-5500**



## EXHIBIT C-1

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

### ***PLAN OF DEVELOPMENT***

#### **AUTHORIZED WELL PADS & FACILITY SITES**

Operator shall be authorized to utilize the Existing Well Pads on Said Land and construct and utilize the New Well Pads and Facility Sites as set forth below:

**Mutual 17 Pad (Exhibit C-3):** This pad has been constructed. Surface Owner has been paid for the initial pad constructed by EOG, but not for the expanded pad area.

**Gregory 9 Pad (Exhibit C-4):** This pad has been partially constructed. Surface Owner has been paid for the initial pad, but not for the expanded pad area.

**Ray Ranch 16 Pad (Exhibit C-5):** This pad has not been constructed and Surface Owner has not been paid for this pad.

**Big Horn Central Facility (Exhibit C-6):** This pad has not been constructed and Surface Owner has not been paid for this pad.

**Ray Ranch North Central Facility (Exhibit C-7):** This pad/facility site has been fenced but not otherwise constructed. Surface Owner has been paid for this site.

**Janet 5 Pad (Exhibit C-8):** This pad has not been constructed and Surface Owner has not been paid for this pad.

**Janet 33 Pad (Exhibit C-9):** This pad has not been constructed and Surface Owner has not been paid for this pad.

**Refuge 16 Pad:** A square pad containing 8.0 acres, more or less in the NENE of Section 16-T7N-R80W; This pad has not been surveyed or constructed and Surface Owner has not been paid for this pad.

Operator shall construct a fence around the perimeter of each constructed Well Pad pursuant to the terms of this Agreement and a cattle guard or gate shall at the entrance into each Well Pad and Facility Site. Fences shall be constructed in accordance with the specifications set forth in the Colorado Fence Code. All fences shall be constructed under the standards of the Colorado Fence Code which includes four (4) strands of barbed wire, steel posts no more than twenty (20) feet apart, double wood cross-braced posts at corners and gates.

## **AUTHORIZED ACCESS ROADS (Summary by Road Segment; see Exhibit C-2)**

**Segment 1:** Existing Ranch Road: Segment 1 is reserved for use of the Surface Owner. Operator shall be permitted to use Segment 1 only in cases of emergency.

**Segment 2:** Existing Ranch Road: Operator shall be permitted to use Segment 2 to access Well Pads and Facilities on Said Land located on the east side of Little Grizzly Creek. Operator shall be permitted to improve and widen the travelled roadbed to a width not to exceed 25'. If Segment 2 is widened, Operator shall (i) widen the road base sufficiently to safely accommodate the widened travelled roadbed; and (ii) replace existing culverts with wider culverts of the same size or larger sizes as agreed with Surface Owner. Operator shall not widen the portions of Segment 2 which are bounded by irrigated pasture land during times such lands are being irrigated and/or crops are growing. Operator shall obtain all required wetlands permits (if any) prior to construction to widen Segment 2.

**Segment 3:** Existing Ranch Road: Operator shall be permitted to use Segment 3 to access the Gregory 9 Pad. Operator shall be permitted to improve and widen the travelled roadbed to a width not to exceed 20'.

**Segment 4:** Existing Ranch Road: With the prior permission of Surface Owner, Operator shall be permitted to use Segment 4 to access the Gregory 9 Pad during drilling and completion operations on the Gregory 9 Pad. Operator shall not be permitted to use Segment 4 during calving season (March 15 – May 31). Operator shall be permitted to improve and widen the travelled roadbed to a width not to exceed 18'.

**Segment 5:** Existing Ranch Road: Operator shall be permitted to use Segment 5 to access the Ray Ranch 16 Pad, the Refuge 16 Pad and the Evans 21 Pad located on lands adjoining Said Lands. Operator shall be permitted to improve and widen the travelled roadbed to a width not to exceed 22'.

**Segment 6:** Existing Ranch Road: Operator shall be permitted to use Segment 6 to access the Ray Ranch 16 Pad. Operator shall be permitted to improve and widen the travelled roadbed to a width not to exceed 22'.

**Segment 7:** Existing Ranch Road: Operator shall be permitted to use Segment 7 to access the Refuge 16 Pad. Operator shall be permitted to improve and widen the travelled roadbed to a width not to exceed 25'.

**Segment 8:** Existing Ranch Road: Operator shall be permitted to use Segment 8 to access the Janet 5 Pad. Operator shall be permitted to improve and widen the travelled roadbed to a width not to exceed 25'. If Segment 8 is widened, Operator shall (i) widen the road base sufficiently to safely accommodate the widened travelled roadbed; and (ii) replace culverts with wider culverts of the same size or larger sizes as agreed with Surface Owner. Operator shall not widen the portions of Segment 8 which are bounded by irrigated pasture land during times such lands are being irrigated and/or crops are growing. Operator shall obtain all required wetlands permits (if any) prior to construction to widen Segment 8.

**Segment 9:** New Access Road: Operator shall be permitted to construct a new road upon the abandoned railroad property to access the Janet 33 Pad and other pads and facilities located on the east side of Grizzly Creek. Operator shall also be permitted to construct a new bridge across the Grizzly Creek at the location of the abandoned bridge. The travelled roadbed of the new Segment 9 access road shall not to exceed 25'. Operator shall not construct the portions of Segment 9 which are bounded by irrigated pasture land during times such lands are being irrigated and/or crops are growing. Operator shall obtain all required wetlands permits (if any) prior to construction of Segment 9.

**Segment 10:** New Access Road: Operator shall be permitted to construct at the approximate location depicted on Exhibit C-2. The travelled roadbed of the new Segment 10 access road shall not to exceed 20'.

When constructing New Access Roads, Operator shall install culverts of appropriate size underneath the New Access Roads so as to facilitate reasonable drainage. Operator shall maintain all culverts on all Access Roads in good repair and replace damaged culverts as needed. Operator shall mark the location of all culverts with tall markers which can be seen in the winter.

### **POWER LINES**

Operator shall be authorized to construct power lines within or adjacent to the Access Road & Pipeline Rights-of-Way or at any other locations agreed by Surface Owner. Operator may cause such power lines to be constructed by Mountain Parks Electric Inc. (MPEI) or another electric utility. If requested, Surface Owner shall grant MPEI or other utility a written easement in recordable form for installation of such power lines, provided such construction is consistent with this Plan of Development. Surface Owner has been paid for damages resulting from all power lines constructed as of the date of this Agreement.

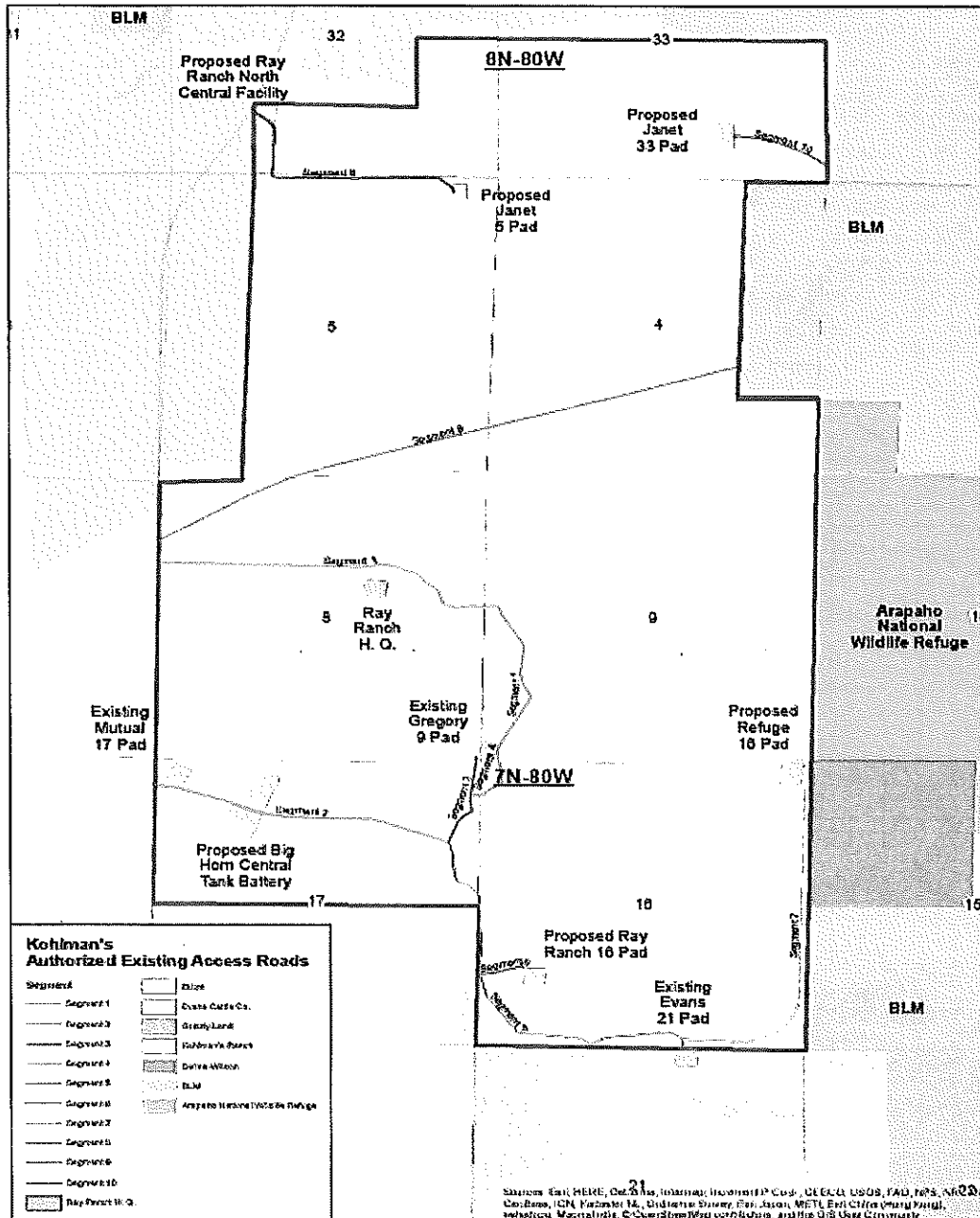
### **PIPELINES & DATA TRANSMISSION LINES**

Operator shall be authorized to construct one or more pipelines and/or data transmission lines with the Access Road & Pipeline Rights-of-Way for the purpose of transporting data, crude oil, natural gas, water and associated products produced from Said Land. All pipelines must be buried a minimum of forty eight inches (48") below the surface of the earth and a minimum of twenty four inches (24") below the bottom of any existing irrigation ditches, whenever reasonably practical to do so. All data communications lines must be buried a minimum of thirty six inches (36") below the surface of the earth and a minimum of twenty four inches (24") below the bottom of any existing irrigation ditches whenever reasonably practical to do so. Operator shall be permitted to use any pipelines constructed for the transportation of crude oil, natural gas, water and associated constituent products produced pursuant to the Leases to also transport crude oil, natural gas, water and associated constituent products underneath and through Said Land from other lands. Once the Leases are terminated, Operator may continue using the existing pipelines to transport oil, gas, water and associated products not produced on Said Land. 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.

## EXHIBIT C-2

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

### MAP OF KOHLMAN'S RANCH w/ PLAN OF DEVELOPMENT



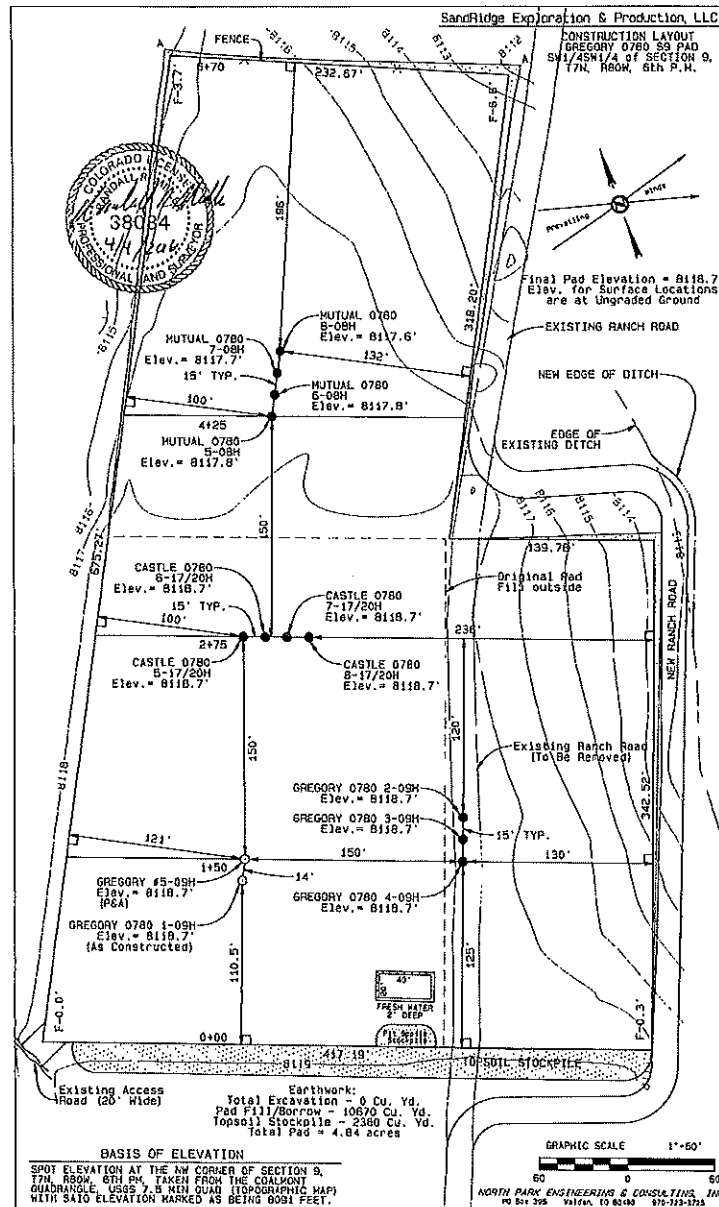
Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

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## EXHIBIT C-4

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

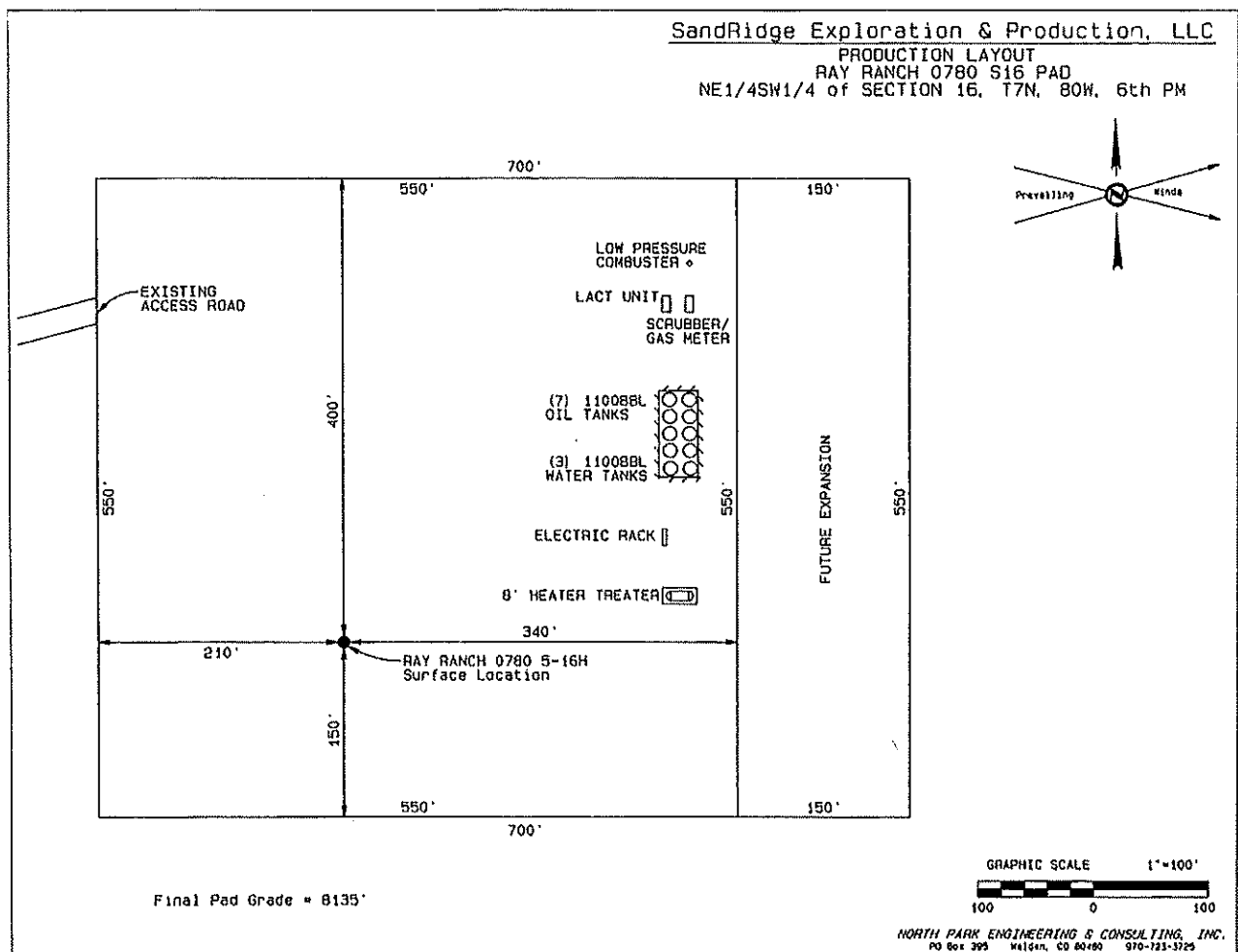
### PLAT OF EXISTING "GREGORY 9 PAD" (INCLUDING THE AUTHORIZED EXPANSION)



## EXHIBIT C-5

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

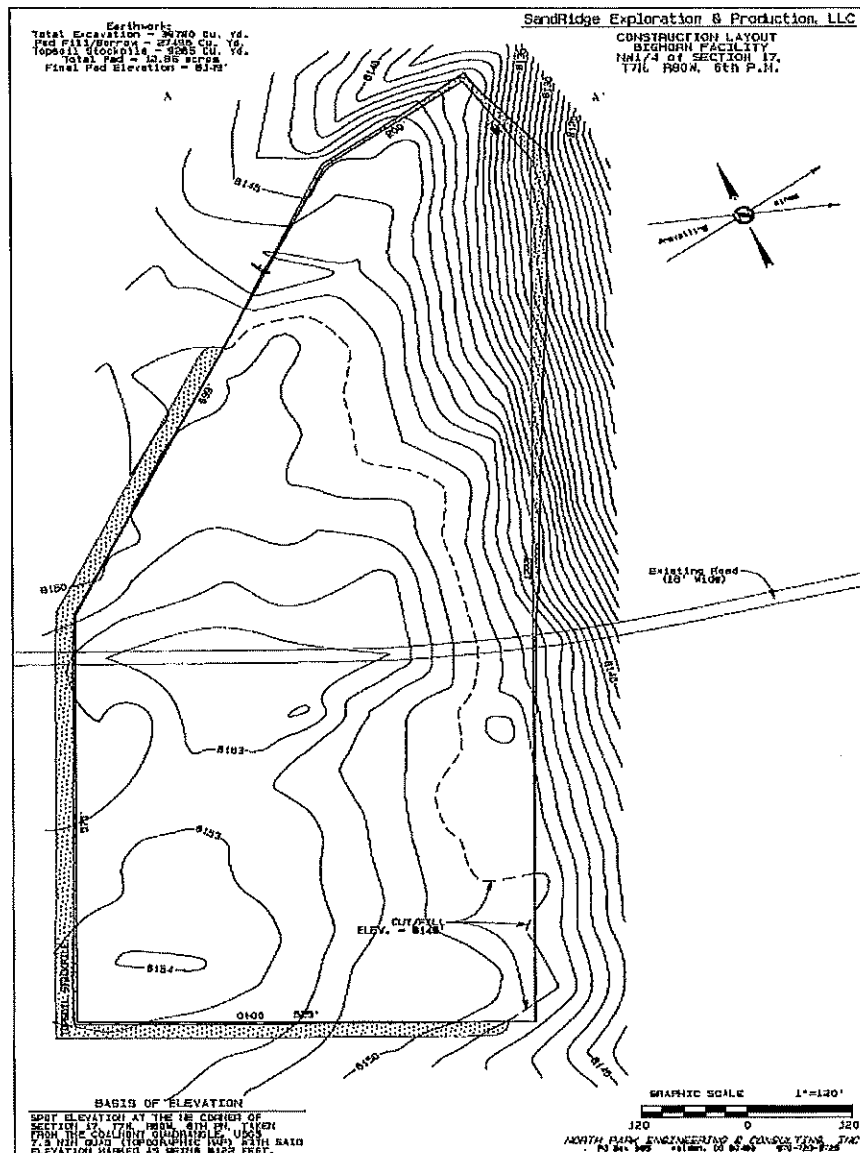
### PLAT OF PROPOSED "RAY RANCH 16 PAD" (NOT CONSTRUCTED)



## EXHIBIT C-6

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

### PLAT OF PROPOSED "BIG HORN CENTRAL FACILITY" (NOT CONSTRUCTED)

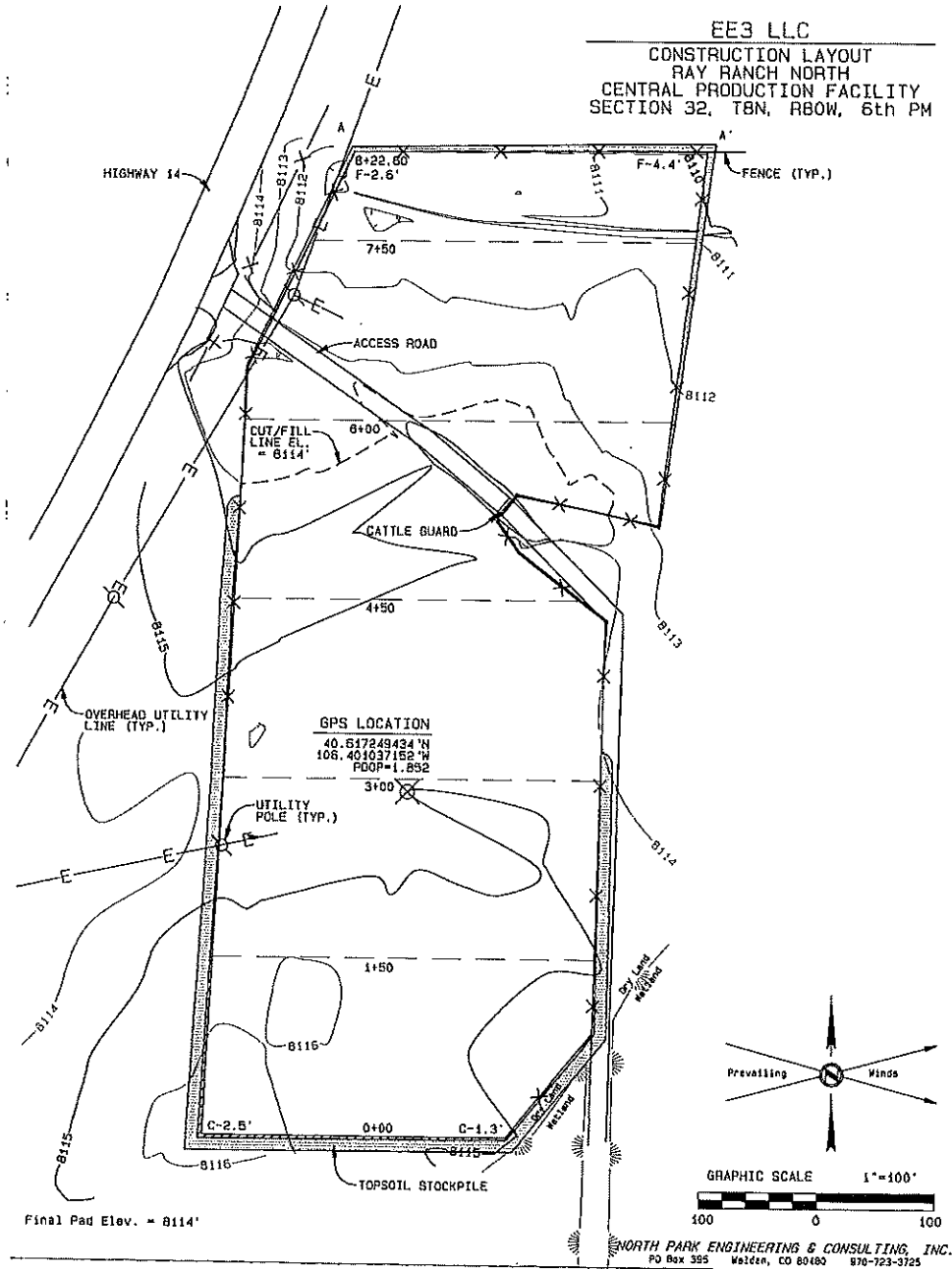




## EXHIBIT C-7

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

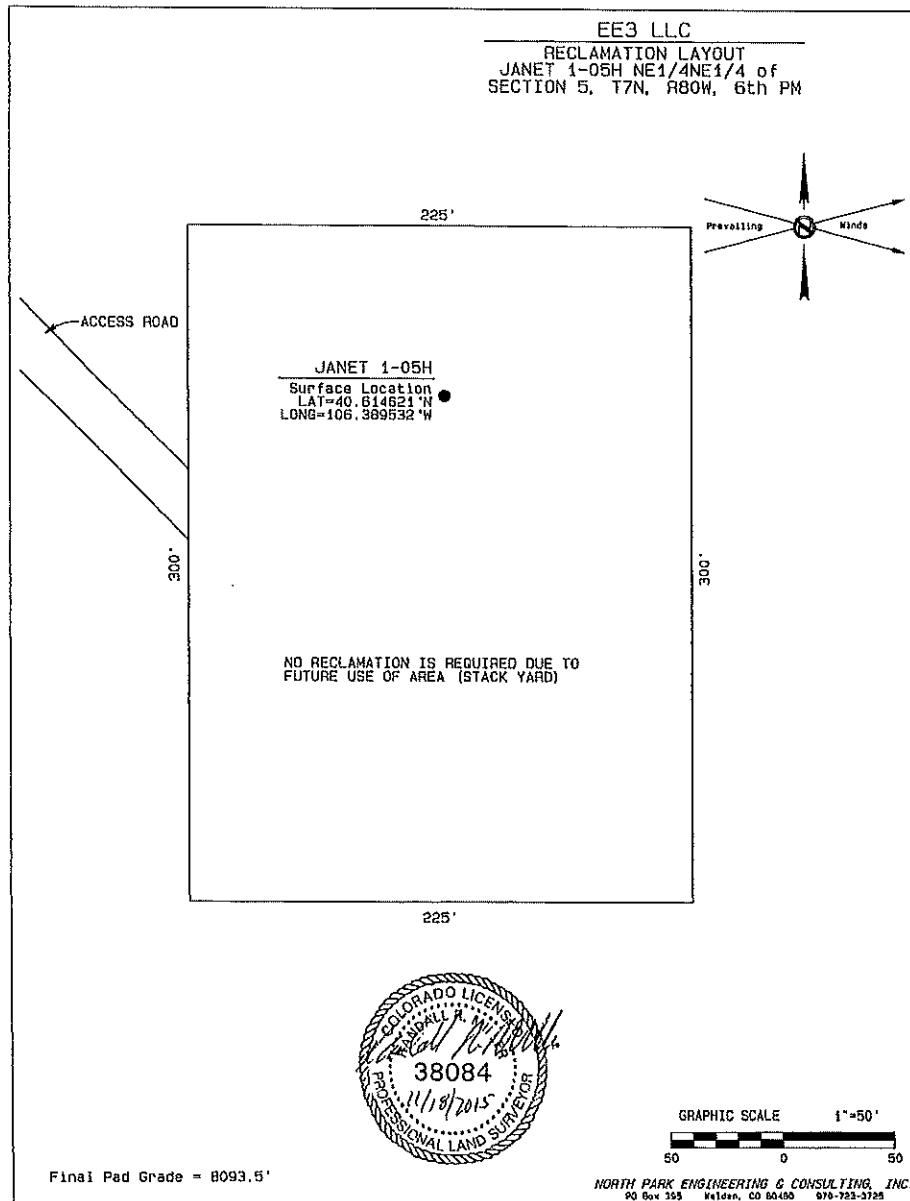
### PLAT OF "RAY RANCH NORTH CENTRAL FACILITY" (FENCED BUT NOT COMPLETELY CONSTRUCTED)



## EXHIBIT C-8

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

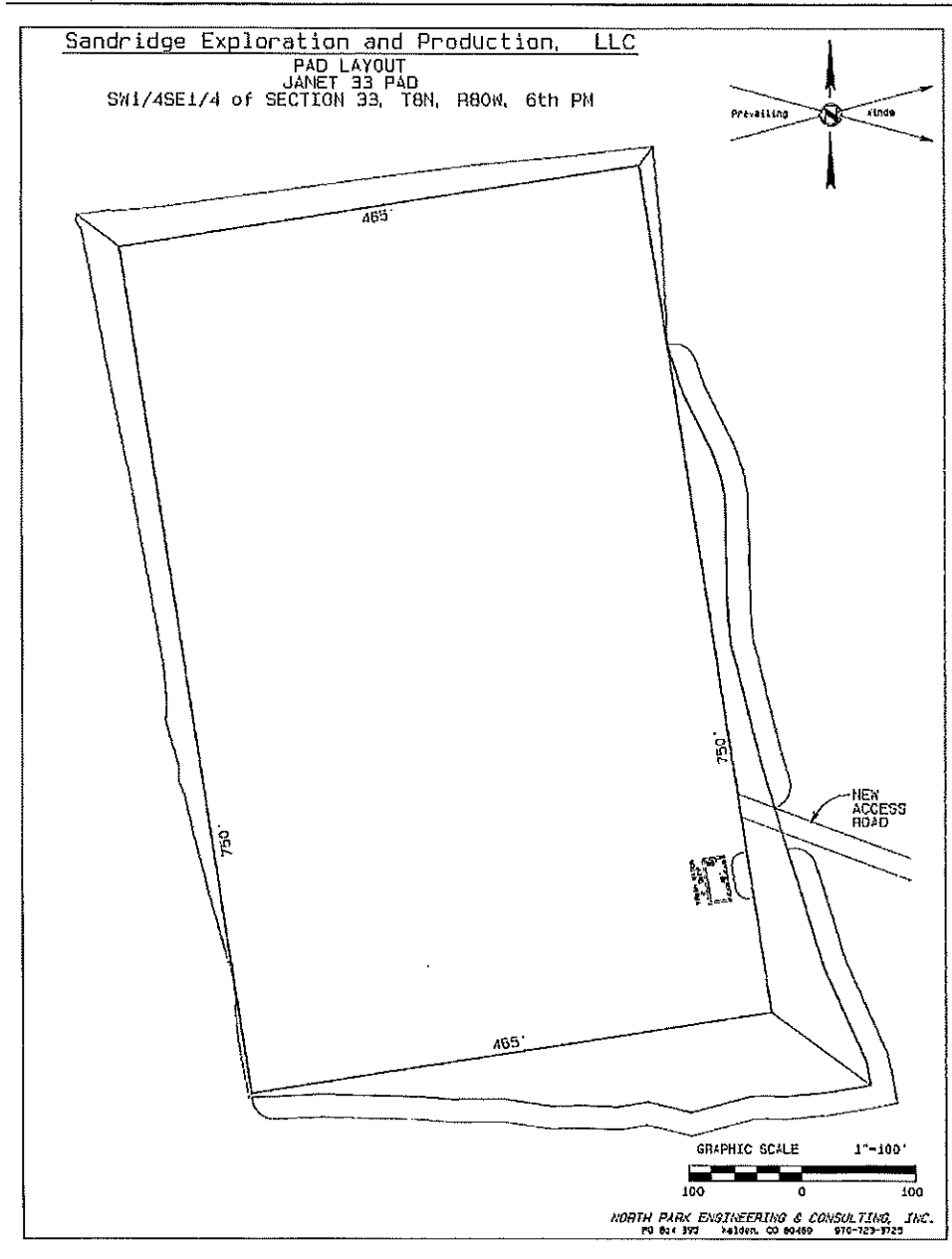
### PLAT OF PROPOSED "JANET 5 PAD" (NOT CONSTRUCTED)



## EXHIBIT C-9

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

### PLAT OF PROPOSED "JANET 33 PAD" (NOT CONSTRUCTED)



## EXHIBIT D

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use & Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership and SandRidge Exploration and Production, LLC

### ***FORM OF GRANT OF RIGHT OF WAY & EASEMENT***

### ***GRANT OF RIGHT OF WAY & EASEMENT***

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Kohlman's O.K. Limited Partnership**, whose mailing address is 21536 State Highway 14, Walden, Colorado 80430 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, sell, convey, and warrant to SandRidge Exploration and Production, LLC, 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102, its successors or assigns ("Grantee"), subject to the conditions set forth herein, a right of way and easement to (i) survey, lay, construct, maintain, operate, repair, replace, reconstruct, inspect, remove one or more pipelines, power lines and/or data communication lines, together with valves, fittings, tie-overs, cathodic protection equipment, aerial markers, signs and all appliances appurtenant thereto, whether above or below grade, together with the rights of ingress and egress to and from said pipelines, power lines, data communications lines and associated facilities for the purposes aforesaid, and to conduct such other activities as may be convenient or necessary, as determined by Grantee, to transport and convey natural gas, natural gas liquids, petroleum, petroleum by-products, water, or kindred substances or vapors or the products thereof, power, communications and information under and through the tracts of land, as more particularly set forth on Exhibit "A" attached hereto, together with the right to and (ii) use, improve, repair and maintain the existing roads located upon certain tracts of land, as more particularly set forth on Exhibit "A" attached hereto for the purpose of exploring for, producing, processing, transporting and marketing crude oil, natural gas, natural gas liquids, petroleum, petroleum by-products, water, or kindred substances from lands located in Jackson County, Colorado .

The right of way and easement granted and conveyed herein is more particularly described in the survey plats and legal descriptions attached hereto as Exhibit "A" and made a part hereof for all purposes (hereinafter referred to as the "Easement"). Unless otherwise expressly set forth on Exhibit "A," the Easement shall be seventy five feet (75') in width and expanded temporarily on the surface during any periods of construction and/or maintenance to a temporary width of one hundred feet (100').

Without the prior written permission of Grantee, Grantor shall not, nor shall Grantor permit others to construct, create or maintain any paved road, reservoir, permanent structure or permanent obstruction on the Easement which would impair Grantee's right to construct and

# **AMENDMENT TO AGREEMENT FOR RIGHT OF WAY, EASEMENT, SURFACE USE & ACCESS**

## **DO NOT RECORD THIS DOCUMENT**

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of August, 2017 (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 and (iii) that certain Amended and Restated Agreement For Right of Way, Easement, Surface Use and Access dated May 1, 2016 with Operator (collectively the "Prior Agreement"); and

WHEREAS, Surface Owner owns the surface estate of those certain tracts of land more particularly described in the Prior 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; and,

WHEREAS, the Parties desire to amend the Prior Agreement, insofar and only insofar as set forth hereinbelow.

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 to amend the Prior Agreement as follows:

**ADD THE FOLLOWING TO THE PRIOR AGREEMENT AS NEW PARAGRAPH 14A:**

14A. **Additional Disposal Sites.** Operator shall have the right to utilize the following sites located on Said Lands for the disposal of water, natural gas and/or associated products, whether such water, natural gas and/or associated products are produced from the Leases or from other sources in Jackson County as follows:

**Ray Ranch 16 Pad:** Operator shall have the right to convert any existing well located on the Ray Ranch 16 Pad into a Disposal Well for the disposal of water, natural gas and/or associated products into any formation approved by the COGCC. Operator shall also have the right to use the existing Ray Ranch 16 Pad to drill one or more Disposal Wells for the disposal of water, natural gas and/or associated products into any formation approved by the COGCC. Operator shall use buried pipelines as its only means of transporting water, natural gas and/or associated products to the Disposal Wells located on the Ray Ranch 16 Pad. **Water cannot be transported by truck to the Disposal Wells located on the Ray Ranch 16 Pad.**

**Mutual 17 Pad:** Operator shall have the right to convert any existing well located on the Mutual 17 Pad into a Disposal Well for the disposal of water, natural gas and/or associated products into any formation approved by the COGCC. Operator shall also have the right to use the existing well pad to drill one or more Disposal Wells for the disposal of water, natural gas and/or associated products into any formation approved by the COGCC. Operator shall use buried pipelines as its primary means of transporting water, natural gas and/or associated products to the Disposal Wells located on the Mutual 17 Pad. Operator may construct a water transfer facility to facilitate off-loading of water from trucks on the Mutual 17 Pad; provided however, transportation of water by truck and off-loading on the Mutual 17 Pad should be kept to a minimum and only undertaken during times when the pipelines and/or other disposal facilities are temporarily inoperable due to mechanical difficulties. **Transportation of water by truck and off-loading on the Mutual 17 Pad shall not be Operator's primary method of delivering water to the Disposal Wells located on the Mutual 17 Pad.**

- i. At such time as OPERATOR has commenced injection of water, natural gas and/or associated products into any Disposal Wells ("Commencement Date"), Operator shall pay Surface Owner the sums set forth below each year for each Disposal Well in which water, natural gas and/or associated products are injected into the Disposal Wells. The initial payment for each Disposal Well shall be tendered within sixty (60) days following the Commencement Date for each respective Disposal Well. Thereafter, each year in which such water, natural gas and/or associated products is to be injected into a Disposal Well, Operator shall tender such yearly payments in advance, on or before the anniversary date of the Commencement Date for each respective Disposal Well.

<b>Subsurface Injection Location On Said Land</b>	<b>Subsurface Injection Location Not on Said Land</b>
---	---

Prior to January 1, 2021

January 1, 2021 - December 31, 2025

The foregoing payment schedule shall not apply to the Bighorn 1-17 SWD; however, the foregoing payment schedule shall apply to all other Disposal Wells (including Disposal Wells located on the Ray Ranch North S32 Central Facility. Commencing in 2036, the annual payments shall increase five percent (5%) per annum.

- ii. It is understood and agreed that Operator may perform whatever tests it deems necessary to determine the suitability of the Disposal Well for injection purposes in accordance with the rules of the COGCC. Such tests shall not be deemed as injection of water, natural gas and/or associated products for the purposes of determining the Commencement Date.
- iii. Operator shall construct berms around any storage tanks located on the Surface Tract sufficient to contain (i) at least 110% of the storage capacity of any storage tanks located on the Surface Tract; or (ii) the amounts prescribed by COGCC, whichever is greater. The consideration paid pursuant to this Agreement shall not include damages resulting from the spill of produced water or saltwater on Said Land or adjoining lands. If water is released on the Said Lands or otherwise contaminates the Said Lands and/or adjoining lands, Operator shall promptly remediate such contamination in accordance with COGCC rules and regulations.
- iv. One or more of the Disposal Wells may be drilled to a bottom-hole location underlying another party's land. Surface Owner hereby grants to Operator a right-of-way, servitude and easement of passage through the subsurface of the Said Land to, from time to time, locate, directionally drill, complete, equip, maintain, operate, use, convert, recomplete, rework, plug back, sidetrack, alter, re-enter, repair, redrill, replace and/or plug any well bore of any such Disposal Wells, including wells which are drilled to a bottom hole location underlying another party's land for the purpose of disposing water, natural gas and/or associated products along subsurface well bore routes to be selected by Operator, in, under and through the Said Lands.
- v. Once Operator has ceased injection of water, natural gas and/or associated products into a Disposal Well for twenty four consecutive months ("Permanent Cessation"), Operator shall plug and abandon each Disposal Well within one hundred and eighty (180) days following Permanent Cessation. Operator shall have the right at any time during such one hundred and eighty (180) days to remove casing from the applicable Disposal Wells and remove the disposal facilities and fixtures related exclusively to such applicable Disposal Well.

#### **EXHIBIT C-7: RAY RANCH NORTH CENTRAL FACILITY**

**Exhibit C-7 shall be deleted in its entirety & replaced with the attached Exhibit C-7 (revised)**

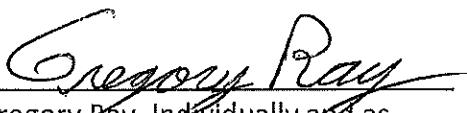
Except as otherwise expressly set forth hereinabove, all of the terms of the Prior Agreement shall remain unchanged.

This Amendment may be executed in multiple counterparts, each of which shall constitute an original document, and all of which when taken together shall constitute a single instrument. Executed signature pages to any counterpart may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed hereto shall constitute the original counterpart instrument. This instrument shall be fully binding upon, and effective as to the interest of each of the undersigned persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

This instrument is effective as of the 30<sup>th</sup> day of August, 2017.

**SURFACE OWNER**


KOHLMAN'S O.K. LIMITED  
PARTNERSHIP

  
\_\_\_\_\_  
Gregory Ray, Individually and as  
Managing Partner

**OPERATOR**

SANDRIDGE EXPLORATION AND  
PRODUCTION, LLC

  
\_\_\_\_\_  
Bill Masino, Senior Vice President 

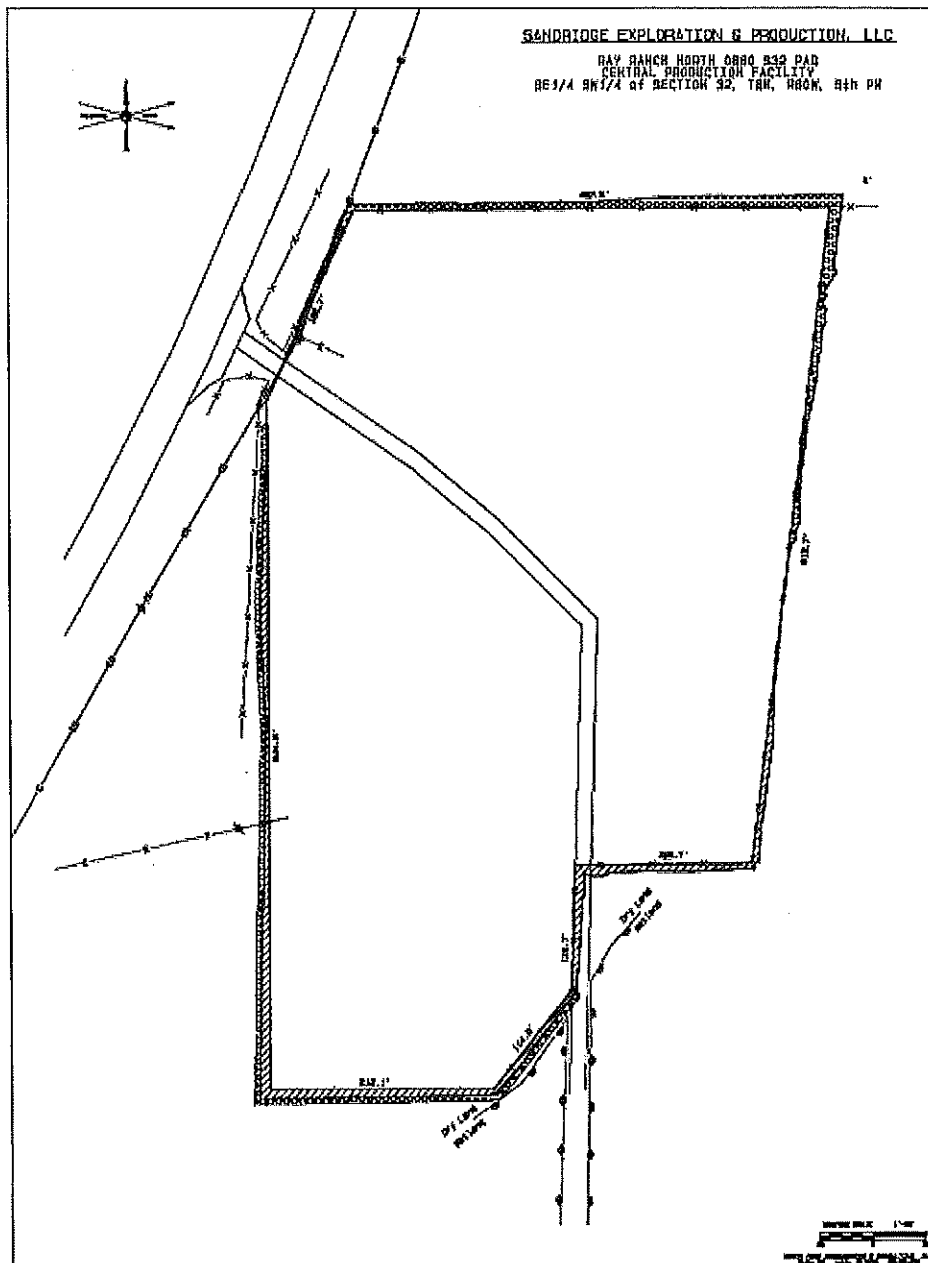
  
\_\_\_\_\_  
Janet Ray, Individually and as  
Managing Partner



**EXHIBIT C-7**  
**(Revised August 30, 2017)**

Attached to and made a part of that certain Agreement for Right of Way, Easement, Surface Use  
& Access dated May 1, 2016 between Kohlman's O.K. Limited Partnership  
and SandRidge Exploration and Production, LLC

**PLAT OF "RAY RANCH NORTH S32 CENTRAL FACILITY"**



**AMENDMENT TO AGREEMENT FOR  
RIGHT OF WAY, EASEMENT, SURFACE USE & ACCESS  
DO NOT RECORD THIS DOCUMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of March, 2018 (the "Amendment Date") by and between KOHLMAN'S O.K. LIMITED PARTNERSHIP, GREGORY RAY and JANET RAY, individually 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.; (ii) that certain Amendment of Agreement for Right-of-Way, Pipeline Easement and Surface Access dated August 15, 2013 with EE3 LLC; (iii) that certain Amended and Restated Agreement For Right of Way, Easement, Surface Use and Access dated May 1, 2016 with Operator; (iv) that certain Amendment to Agreement For Right of Way, Easement, Surface Use and Access dated July 16, 2017 with Operator; (v) that certain Amendment to Agreement For Right of Way, Easement, Surface Use and Access dated August 30, 2017; and (vi) that certain Amendment to Agreement For Right of Way, Easement, Surface Use and Access dated November 1, 2017 with Operator; (collectively the "Prior Agreement"); and

WHEREAS, Surface Owner owns the surface estate of those certain tracts of land more particularly described in the Prior 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 by and between Kohlman's OK Limited Partnership and Contex Energy Company, recorded in Book 183, Page 43 of the Real Property Records of Jackson County, Colorado; and (ii) that certain Oil and Gas Lease dated May 2, 2008 by and between Kohlman's OK Limited Partnership and LoneTree Energy & Associates, LLC, recorded in Book 184, Page 190 of the Real Property Records of Jackson County, Colorado (collectively referred to as the "Leases"); and whereas, Operator has acquired the Leases previously owned by EOG Resources, Inc. and EE3 LLC; and,

WHEREAS, the Parties desire to amend the Prior Agreement, insofar and only insofar as set forth below.

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 to amend the Prior Agreement as follows:

**"Agreement Recitals" shall be amended as follows:**

In the opening recitals of the Prior Agreement (including the Amended and Restated Agreement for Right of Way, Easement, Surface Use and Access and all subsequent amendments thereto), all references to *"that certain Oil and Gas Lease dated May 28, 2008 by and between Kohlman's OK Limited Partnership and EOG Resources, Inc."* shall be amended to *"that certain Oil and Gas Lease dated May 2, 2008 by and between Kohlman's OK Limited Partnership and LoneTree Energy & Associates, LLC"*

**"Paragraph 14 Disposal Wells" shall be amended as follows:**

In this Paragraph 14 of the Prior Agreement, all references to *"water"* shall be amended to:

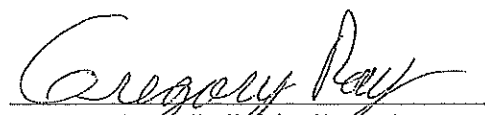
*"produced water (including salt water and other water from oil and gas operations approved by COGCC)"*

Except as otherwise expressly set forth hereinabove, all of the terms of the Prior Agreement (as amended) shall remain unchanged.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THIER HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

**SURFACE OWNER**

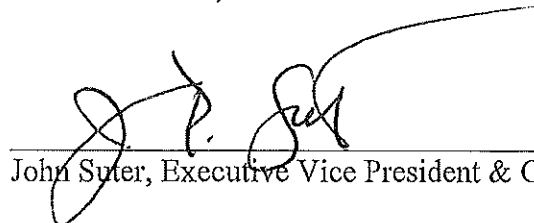
KOHLMAN'S O.K. LIMITED  
PARTNERSHIP



Gregory Ray, Individually and as  
Managing Partner

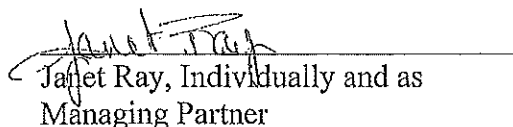
**OPERATOR**

SANDRIDGE EXPLORATION AND  
PRODUCTION, LLC



John Suter, Executive Vice President & COO

DCS  
AS



Janet Ray, Individually and as  
Managing Partner