

## TEMPORARY ACCESS AND WELL LOWERING AGREEMENT

This Temporary Access and Well Lowering Agreement (the “**Agreement**”) is entered by and between **D-WP of Evans, LLC** (“**Developer**”) and **PDC Energy, Inc.** (“**Company**”), effective the 30 day of April, 2024 (the “**Effective Date**”). The term “**Company**” as used herein includes its agents, employees, consultants, contractors, and subcontractors. Developer and Company are each individually a “**Party**” and collectively are the “**Parties.**”

### RECITALS

A. Developer is the owner of, or has the legal right to develop, certain real property more particularly described as follows:

Township 5 North, Range 66 West of the 6<sup>th</sup> P.M.  
Section 25: NWSE  
Tax Parcel Number: 095925425001  
Weld County, Colorado

containing approximately 1.060 acres of land, located in Weld County, Colorado (the “**Property**”).

B. Company, or its predecessors in interest, operated the Wass 3, on the Property (the “**Well**”).

C. The Well was previously plugged and abandoned.

D. Developer has requested that Company lower the Well to facilitate Developer’s planned activities on the Property and desires to grant Company temporary access to the Property for such well lowering operations.

In consideration of the covenants set forth herein, the mutual benefits to be derived by the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **Compensation.**

Company shall pay all costs necessary to complete the Well Lowering Activities (defined below).

2. **Well Lowering Activities.**

(a) Company agrees to undertake all actions necessary to cut, lower, and cap the Well (“**Well Lowering Activities**”).

(b) Developer grants access to Company to enter the Property to perform the Well Lowering Activities. Company agrees that its access to the Property shall be limited to the areas described on **Exhibit**

A, together with access along the boundaries of the Property. If Company needs to temporarily block the residential streets, Company will acquire all necessary permits and maintain traffic control to safely execute all Well Lowering Activities.

(c) Company will perform the Well Lowering Activities in a good and workmanlike manner, with reasonable allowances for delays due to weather or other causes. Company shall not be responsible for any property damage, including concrete, or bodily injury caused by its Well Lowering Activities except to the extent attributable to Company's own gross negligence or willful misconduct.

(d) Prior to commencing any Well Lowering Activities on the Property, Company will provide advance verbal notification to Developer. At least 48-hours' advance verbal notification will be provided and access to the Property shall not be unreasonably withheld, including but not limited to interfering with Company's ability to comply with all applicable laws, regulations, rules, ordinances or other requirements.

**3. Developer Indemnification; Developer Release, Waiver of Claims, and Covenant Not to Sue.**

Developer, its agents, its affiliates, and any respective partners and/or employees (collectively referred to hereafter as the "Developer Affiliates") agree to indemnify and hold Company harmless from and against any and all Claims arising from the Well Lowering Activities, except to the extent such Claims are caused or occasioned by the negligence or willful misconduct of Company.

Developer and Developer Affiliates fully, completely, and forever release, acquit, and discharge Company, its subsidiaries, affiliates, predecessors, successors, agents, and assigns and their respective past, present or future officers, directors, shareholders, partners, members, employees, insurers and attorneys (collectively referred to hereafter as the "Company Released Parties") of and from, and promise not to sue the Company Released Parties for any purpose related to, all Claims based upon or relating to the Well Lowering Activities, except to the extent of such Claims as are caused or occasioned by the negligence or willful misconduct of Company.

Developer and Developer Affiliates agree that this Agreement may be treated as a defense to any action or proceeding which may be brought by any Party hereto or those who could have claimed through Developer or Developer Affiliates, based in any manner upon the Well Lowering Activities, except to the extent of such Claims as are caused or occasioned by the negligence or willful misconduct of Company.

**4. Third Party Indemnification.**

Developer shall hold harmless, defend with counsel selected by Company, and indemnify Company Released Parties from and against all Claims asserted by any third party resulting from the Well Lowering Activities, except to the extent attributable to the material breach of this Agreement by Company Released Parties' negligence or willful misconduct. Company will immediately notify Developer in writing of any such Claim for which Developer will be requested to indemnify Company Released Parties hereunder.

**5. Warranty and Representation by Developer**

Developer represents and warrants that Developer owns the Property.

**6. Confidentiality.**

(a) Each Party agrees that, except as compelled by court order or as permitted in Section 6(b) below, it will ensure that both the substance of any discussions concerning this Agreement and the terms of this Agreement itself will remain strictly confidential.

(b) Notwithstanding the preceding paragraph, this confidentiality provision shall not apply to any information that might otherwise be subject to its terms but which on or after the date of this Agreement: (i) is or becomes part of the public domain (other than as a result of a breach of terms of this Agreement), (ii) is approved for release by the written authorization of Company, (iii) to subsequent owners and prospective purchasers in accordance with Section 10; and as may be necessary to enforce the terms of this Agreement in Arbitration.

**7. Taxes**

Each Party is responsible for all liabilities or claims for taxes that any taxing authority may assess or levy against that Party relating to this Agreement.

**8. Integrated Agreement.**

This Agreement expresses the complete agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, proposed agreements, and other agreements whether written or unwritten. This Agreement may be modified only by a writing signed by all Parties, and this provision cannot be orally waived. Each of the Parties to this Agreement acknowledge that no other Party nor any agent nor any attorney of any other Party has made any promise, representation, or warranty whatsoever, express or implied, which is not expressly contained or referenced in this Agreement.

**9. Binding Effect on Successors and Assigns.**

This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

**10. Assignment and Transfer**

(a) **By Developer.** Developer shall promptly notify Company of any transfer of its interests in the Property prior to Company's completion of the Well Lowering Activities and shall provide a copy of this Agreement to any and all transferees.

(b) **By Company.** Company may, at any time, assign or transfer all or part of its rights or obligations under this Agreement to any person without Developer's consent. Company shall notify Developer of any such assignment or transfer by Company.

**11. Governing Law.**

This Agreement will be construed and governed by the laws of the State of Colorado, without regard to its choice of law rules, except that rules of the Federal Arbitration Act, 9 USC §§1-16 (the "Act") shall govern this dispute resolution provision. The Parties shall exclusively and finally resolve any dispute between them using direct negotiations, mediation, and then arbitration as set out in this Section 11. If a dispute arising out of this Agreement is not resolved by direct negotiations, any of the Parties may initiate mediation by giving notice to the other Parties setting out the disputed issues and the value of the claim. If the Parties fail to resolve the dispute within 60 days from notice of mediation, any of the Parties may initiate binding arbitration by giving notice in accordance with this Agreement. The place of arbitration must be Denver, Colorado. One arbitrator (or 3 arbitrators if the monetary value of the dispute is more than US\$5,000,000 or its currency equivalent, or if there is a dispute whether the monetary value exceeds the US\$5,000,000) will conduct the arbitral proceedings in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules. To the extent of any conflicts between the Act or the CPR Rules and the provisions of this Agreement, the provisions of this Agreement prevail. The CPR is the appointing authority. The maximum number of witnesses that any Party each may call to give evidence is three (3)

witnesses of fact and one (1) expert witness. The arbitration award is final and binding. Regardless of which Party prevails, all arbitration fees and costs must be paid equally and all Parties shall bear their own attorneys' fees and costs in connection with such arbitration. The Parties waive irrevocably their right to any form of appeal, review, or recourse to any court or other judicial authority under any applicable law, to the extent that such waiver may be validly made. Proceedings to (1) preserve property or seek injunctive relief, or (2) enforce an award under this dispute resolution provision may be brought in any court of competent jurisdiction.

**12. Severability.**

If any provision in this Agreement will be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be impaired thereby.

**13. Notices.**

All notices must be in writing and delivered by mail (postage prepaid), email, or by a recognized courier service to the appropriate Party's address set out in this Agreement. Email notices must clearly state that it is a notice given under this Agreement. Notices are effective when received by the recipient during the recipient's regular business hours. Each Party may change the contact information for notices by notice to the other Party.

**To Developer:**

D-WP of Evans LLC  
Attn: Nick Frances  
7025 West 8<sup>th</sup> Street  
Greeley, CO 80634  
Email: tucsonfr@aol.com

**To Company:**

Chevron Rockies Business Unit  
Attention: Kate McCrimmon  
2115 117<sup>th</sup> Avenue  
Greeley, CO 80634

**14. Amendment of Agreement.**

This Agreement will be amended solely in writing by mutual agreement of the Parties hereto.

**15. Execution of Agreement.**

Each of the undersigned hereby represents and warrants to the other that it is authorized to execute this Agreement on behalf of the respective Party to the Agreement and that this Agreement, when executed by the Parties, will become a valid and binding obligation, enforceable in accordance with its terms. This Agreement constitutes the entire agreement between the Parties and may be executed in counterparts and delivered by email.

**The remainder of the page intentionally left blank.**



IN WITNESS WHEREOF, each Party by its duly authorized representative has executed this Agreement on the date shown below, to be effective as of the Effective Date first set forth above:

**D-WP of Evans, LLC**

A handwritten signature in black ink, appearing to read "Nicholas D. Francis", written over a horizontal line.

By: Nicholas D. Francis, Manager

**PDC ENERGY, INC.**

A handwritten signature in blue ink, appearing to read "Brian DeRose", written over a horizontal line.

Name: Brian DeRose  
Title: Surface Land Manager  
Date: 4.30.24