

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

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective this 12 day of October, 2023 ("**Effective Date**"), by and between **Richard R. Wiest and Christine Wiest** ("**Owner**"), whose address is **4525 65th Avenue, Greeley, CO 80634**, and **Extraction Oil & Gas, Inc.**, a wholly-owned subsidiary of **Civitas Resources, Inc.** ("**Operator**"), with offices at **555 17th Street, Suite 3700 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 more particularly described as follows:

Township 5 North, Range 66 West of the 6th P.M.

**Section 28: That part of the SW/4, known as Weld County Parcel No. 095928000003
Weld County, Colorado**

(the "**Lands**," as further depicted and described on Exhibit A, attached hereto) and the easement, right-of-way and surface area also referred to as the Oil and Gas Operations Area ("**OGOA**"), as further depicted and described on Exhibits "B" and "C," attached hereto.

Operator, or its affiliates, own certain working interest(s), leasehold interest(s), or other interest(s) under certain oil and gas leases (the "**Lease**," or "**Leases**").

The Parties agree that the boundary of the OGOA shall immediately and initially be the approximate 24.33 acres, as is depicted upon Exhibit B-1, and described upon Exhibit B-2, attached hereto. After such time as all drilling and Completion of the Wells is determined, as hereinafter defined, the permanent boundary of the OGOA shall be reduced to the approximate 16.21 acres, as is depicted upon Exhibit C-1, and described upon Exhibit C-2, attached hereto. Operator shall have sole discretion in determining and deciding when drilling and completion operations ("**Completion**") have been finished such as to trigger the reduction in the size of the OGOA. For purposes of this Agreement, OGOA as used and defined herein shall mean the approximate 24.33 acres until Completion. Following Completion, OGOA, as used and defined herein, shall mean the approximate 16.21 acres.

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

A. Operator desires to drill, complete, operate, produce, and maintain up to eighteen (18) oil and/or gas wells (the "**Wells**") on the OGOA, the subsurface locations of which may be under lands other than the OGOA and/or Lands. In order for Operator, its agents, consultants, successors or assigns to access, explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recomplate, 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 ("**Access Roads**" as depicted on Exhibits B-1 and C-1, attached hereto), pipelines and all necessary and convenient above and below-ground pipeline appurtenances, infrastructure, equipment, separators, 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, gas lift lines, meters and housing, separators, tank batteries, Modular Large Volume Tanks (“MLVTs”), LACT units, pumping units, equipment for artificial lift, electrical lines, utility lines, and any other facilities or property necessary or convenient for Operator to conduct operations on the Wells (each a “Facility,” collectively, the “Facilities”). The Parties agree that any storage of oil or other liquids shall be related to Operator’s activities during drilling, completion, and maintenance of the Wells. Owner recognizes it is necessary that Operator, its agents, consultants, successors, and/or assigns enter and utilize that portion of the Lands described herein as the OGOA in order to operate and maintain the Wells and Facilities. Owner and Operator desire to reasonably mitigate 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. This Agreement sets forth the Parties’ rights and obligations regarding the development and use of the Lands, including the grant of an easement and right of way for such development by Owner for 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 permanent, exclusive easement and right-of-way subject to Paragraph 23 herein, and which grant shall not continue beyond a maximum of thirty (30) years from the Effective Date of this Agreement, on, over, across, in, under, along, and through the OGOA, as more particularly depicted and described on Exhibits B and C, for the purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging, and abandoning of up to eighteen (18) Wells, constructing, using, maintaining, and repairing Access Roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, improving, replacing, and removing the Facilities and any and all necessary or convenient appurtenant facilities, for the purposes specified in this Agreement including unobstructed ingress and egress to and from the Facilities across the OGOA and Lands. Notwithstanding the foregoing, the exclusive nature of this grant of easement shall commence upon Operator’s commencement of operations and until such commencement of operations the easement shall be non-exclusive in nature. This grant is for the eighteen (18) Wells only, and should Operator desire additional wells beyond what is granted in this Agreement, the Parties will negotiate in good faith for an amendment to this Agreement, provided that such amendment adding additional wells is in exchange for additional reasonable and mutually agreeable consideration to be paid to Owner.

B. Owner grants, assigns and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors the right to enter upon and utilize the OGOA in order to drill, complete, operate, and maintain Wells on the OGOA that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the Lands underlying the OGOA and lands pooled therewith to the extent allowed under the Leases.

C. Owner further grants, assigns and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors a subsurface easement through the OGOA and 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 those Lands underlying the OGOA and lands pooled therewith to the extent allowed under the Leases.

D. Owner further grants, assigns and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors the right to gather to the OGOA and Lands and transport from the OGOA and Lands oil, natural gas, produced liquids and associated hydrocarbons,

produced from the OGOA, lands other than the Lands underlying the OGOA, and lands pooled therewith, and to transfer or assign such rights to a third-party gatherer.

E. Operator shall have the right to survey, locate, install, establish, construct, reconstruct, lay, realign, modify, improve, maintain, operate, inspect, alter, access, patrol, protect, repair, remove, replace, reconstruct, relocate, change the size of, change the route or route a pipeline, and all necessary above and below-ground pipeline appurtenances, on, in, over, under, across, and through the OGOA and, upon further agreement with Owner, portions the Lands outside the OGOA, in a route and location mutually agreed to by and between the Parties if outside the OGOA, for the transportation of the hydrocarbons provided that if Operator elects to install such a pipeline, Operator will pay Owner a one-time payment as full and final consideration for the pipeline easement for the price of EIGHTY DOLLARS AND NO CENTS (\$80.00) per foot ("Pipeline Easement Amount"), as measured by a linear centerline survey of the pipeline. Operator shall also have the right to increase the size of any pipelines that currently exist upon the Lands, provided that if Operator elects to undertake such an increase in nominal pipeline diameter, Operator will pay Owner FIFTY DOLLARS AND NO CENTS (\$50.00) per foot, as measured by linear centerline survey of the pipeline whose diameter is being increased, as full and final consideration for the rights granted herein. In the event that a third party remits payment, and Owner accepts said payment, for the aforementioned pipeline easement at a value greater than or equal to the Pipeline Easement Amount, then Operator shall not pay Owner. If a third party remits payment, and Owner accepts said payment, for said pipeline easement at a value less than the Pipeline Easement Amount, then Operator shall pay the difference between the Pipeline Easement Payment and the amount remitted by third party. In no event shall Operator be liable for payment of any amount in excess of the Pipeline Easement Amount received by Owner.

4. LOCATION/OIL AND GAS OPERATIONS AREA.

The Wells, Access Roads, and Facilities within the OGOA are to be constructed on the Lands as is generally depicted on Exhibits B-1 and C-1. Material changes to the OGOA may be made by Operator with the consent of Owner, which shall not be unreasonably withheld, conditioned, or delayed. Operator agrees not to use any more of the surface of the Lands than is reasonably necessary to conduct its operations. This Agreement does not in any way limit the right to exercise all rights consistent with its mineral ownership or lease rights.

5. CONDUCT OF OPERATIONS.

Operator's operations on the OGOA, including the plugging, abandonment, and/or removal of Wells and equipment, will be conducted pursuant to the terms of the Leases, this Agreement, the applicable rules and regulations of the Colorado Energy & Carbon Management Commission ("ECMC"), 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 ECMC.

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 OGOA and Lands or crops growing thereon that may occur as a result from Operator's operations pursuant to this Agreement or the Leases. Notwithstanding the foregoing, in the event that Operator commences operations when crops are planted or growing upon the OGOA, and such crops are lost, then Owner shall submit invoices detailing actual expenses related to such adversely-affected crops and Operator shall reimburse Owner for such crop-loss

actual damages. In the event of subsequent operations related to the Wells including but not limited to refracs, recompletions, deepening, or redrilling, 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 OGOA, Operator and Owner will comply with the following provisions:

A. Access Roads:

(i) Owner shall provide Operator with continuous unobstructed access to the OGOA, Wells, Facilities and all associated oil and gas operations, equipment, and areas associated therewith. Operator agrees it will access the OGOA exclusively by means of access roads from the south off 49th Street as depicted on Exhibits B-1 and C-1. Operator further agrees that, except for the OGOA and the access roads thereto off 49th Street, Operator shall not access or use any other portion of the surface of the Lands during the term of this Agreement without the written consent of Owner, except in the case of an emergency.

(ii) Operator will install a gate with a lock at the access entrance and exit point depicted on Exhibits B and C and shall maintain all Access Roads in good repair and condition, and in accordance with ECMC regulations, state laws, and other applicable regulatory or statutory frameworks.

B. Surface Restoration:

Upon permanent cessation of Operator's operations on the OGOA, all areas thereof occupied or utilized by Operator will be restored by Operator to their condition immediately prior to operations as nearly as is reasonably practicable, and according to ECMC regulation.

In all activities conducted by Operator on the Lands requiring the removal of soil, the topsoil will be separated from the subsurface soil and, following the completion of its activities on the OGOA, Operator will place the topsoil and subsurface soil back in proper order.

This section 7.B. shall survive the termination of this Agreement.

C. Other:

(i) Operator will install culverts on the OGOA that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the OGOA immediately prior to operations as nearly as is reasonably practicable. Should it become necessary to prevent the harmful or unreasonably disruptive pooling of water upon the Lands, upon written request by Owner, Operator will undertake reasonable efforts to restore water drainage on any agricultural fields or irrigation culverts to a similar condition that existed immediately prior to Operator's operations and promote drainage towards the detention pond shown on Exhibits B-1 and C-1 and/or barrow ditches located along the county roads. Operator shall take reasonable efforts to ensure that water drainage coming from the OGOA will flow in the direction of the detention pond depicted on Exhibits B-1

and C-1, and Operator shall comply with any applicable county or state storm water regulations in that regard. Operator shall be responsible for ensuring drainage from the OGOA is adequately designed to accommodate the drainage from a 100-year rain event, and the OGOA and associated detention pond considers and incorporates the existing drainage from the Lands for said 100-year rain event

(ii) If by reason directly attributable to the Operator's conduct of its operations on the OGOA and pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, livestock, structures, buildings, irrigation wells, fences, culverts, bridges, pipelines, ditches, irrigation systems, or natural water ways, beyond the customary and expected damages to the OGOA, Operator will (i) promptly repair the damage, (ii) promptly replace the damaged property, or (iii) pay reasonable compensation to Owner for the damage or an amount equal to the reasonable costs to repair the damage. Owner will notify Operator in writing, of any items damaged 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 (expressly excluding the hydrocarbons) brought on the OGOA, that are not necessary for continued operations of the Wells, will not be stored on the OGOA and removed and disposed away from the OGOA no later than thirty (30) days after the Completion of the Wells. No such items will be burned or buried on the OGOA.

(iv) During drilling operations the well sites 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.

(vi) Operator agrees not to construct any pits on the Lands or the OGOA.

(vii) Operator agrees that after Completion of any drilling and completion operations or any similar post-completion reworking operations, any and all oil and gas equipment and facilities constructed on the Lands, whether such equipment and facilities remain above ground or are underground, shall be constructed so as not to impede or otherwise compromise the irrigation of the Lands outside the OGOA by Owner, insofar and only insofar as any impact to said irrigation of the Lands is directly and solely attributed to the OGOA operations.

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 sixty (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 sixty (60) days of Owner's notice, or if the alleged default is of a nature that cannot be cured within sixty

(60) days, then if Operator commences curing the alleged default within that sixty (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 customary and expected damages on the OGOA which arise from, out of or in connection with the Operator's operations on the OGOA, 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 Operator's negligent, grossly negligent, or strictly liable operations on the OGOA.

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 OGOA that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the OGOA at the request of Operator; with the exception of any claims, damages, and causes of action that arise from Owner's negligence, gross negligence, or willful and wanton misconduct.

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

10. ENVIRONMENTAL INDEMNITY.

Operator shall protect, indemnify, and hold harmless Owner, from any Environmental Claims relating to the OGOA or oil and gas leasehold thereunder that arise solely and directly out of the Operator's oil and gas operations located on the OGOA during the term of this Agreement; provided, however, Operator will not protect, indemnify, and hold harmless Owner from any Environmental Claim arising prior to or out of a pre-existing condition which existed on the OGOA at the Effective Date or otherwise unrelated to the Operator's Operations during the term of the Agreement. Owner shall fully protect, defend, indemnify and hold harmless Operator, along with any of Operator's successors or assigns, from any and all Environmental Claims relating to the OGOA that arise out of Owner's use of the OGOA.

"Environmental Claims" shall mean all Claims asserted by governmental bodies or other unaffiliated third parties for pollution or environmental damage of any kind, as a result of Operator's

operations, and all cleanup and remediation costs, fines and penalties associated therewith, including, but not limited to, any Claims arising from Environmental Laws.

“Claim” shall mean any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims.

“Environmental Laws” shall mean any laws, regulations, rules, ordinances, or order (whether currently existing or hereafter adopted) of any federal, state or local governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901, et seq.), the Clean Water Act (33 U.S.C. §§ 466, et seq.), the Safe Drinking Water Act (14 U.S.C. § 1401, et seq.), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.).

11. INSURANCE.

Operator shall at all times maintain appropriate insurance, including, without limitation, workers compensation insurance, in compliance with Colorado law for its employees or contractors involved in the conduct of operations on any portion of the Lands and general liability insurance in such amounts as are customarily maintained for operations similar to those to be conducted by Operator on the Lands. The Parties hereto agree that Operator shall reimburse Owner for any increase in Owner’s homeowner’s insurance premiums caused by its operations contemplated herein, upon written notice from Owner evidencing such premium increases were caused by Operator’s operations.

12. WAIVER OF ECMC NOTICES AND OTHER REGULATORY MATTERS.

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

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

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

C. Owner hereby waives any right granted by ECMC rule to comment on the OGDP, CAP, DSU, Form 2A, or Form 2 to request an extension of the comment period, to request an onsite inspection pursuant

to ECMC policy, and to appeal the approval and issuance of any of the aforementioned applications described in this subparagraph.

D. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any ECMC 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 ECMC or other applicable governmental body.

E. Owner understands and acknowledges that the ECMC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines, among other things. As to operations contemplated by this Agreement, Owner hereby waives its right to object to the location of any Well, the Access Road and Facilities on the basis of setback requirements in the rules and regulations of the ECMC, including, but not limited to, the 150-foot setback from surface property lines and other requirements of Rules 603.a.(2), and 604.a, except that the Parties intend to rely upon one or more exceptions of Rule 604.b of the rules and regulations of the ECMC 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 ECMC rules and regulations.

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

G. Upon request, and subject to any obligations or agreements regarding confidentiality, Owner shall provide timely executed consents, waivers, variances, documentation, agreements, plan sets, and any other such instruments necessary for Operator or preferred by Operator to obtain local, county, or ECMC permits, which may include, but is not limited to, the ECMC's Request for Informed Consent and the Weld County Oil & Gas Location Assessment.

13. NO INCLUSION IN DISTRICTS.

Unless Owner obtains the prior written consent of Operator, which consent Operator may withhold, condition, or delay in Operator's sole and absolute discretion, Owner shall not, shall not consent to, and shall use best efforts to oppose all attempts to: (a) create any District that would include the OGOA, the Wells, Facilities, Operators production from the Wells, Operator's production revenue, Operator's assets, Operator's leasehold or mineral interests, and all rights and interests arising pursuant to this Agreement within such District's boundaries or jurisdiction; (b) include the OGOA, the Wells, Facilities, Operator's production from the Wells, Operator's production revenue, Operator's assets, Operator's leasehold or mineral interests, and all rights and interests arising pursuant to this Agreement within the boundaries or jurisdiction of any existing District of which it is not currently a part; (c) impose or increase any mill levy or other tax, fee, or other charge of any District upon the OGOA, the Wells, Facilities, Operators production from the Wells, Operator's production revenue, Operator's assets, Operator's leasehold or mineral interests, and all rights and interests arising pursuant to this Agreement; or (d) impose any covenants, conditions, rules, regulations, review or approval processes, design or architectural standards, zoning, overlays, entitlements, matters of record, master plans, comprehensive plans, or other restrictions that in Operator's sole discretion could impose limitations, financial burdens, or increase any mill levy or other tax, fee, or other charge of any District upon the OGOA, the Wells, Facilities, Operator's production from the Wells,

Operator's production revenue, Operator's assets, or on Operator's leasehold or mineral rights, and all rights and interests arising pursuant to this Agreement, whether imposed by a District or other body, entity, or person.

For the purposes of this Paragraph, "District" includes any special district formed pursuant to Article 1 of Title 32 of the Colorado Revised Statutes; any urban renewal authority, downtown development authority, business improvement district, special improvement district, or other body or entity formed pursuant to Article 25 of Title 31 of the Colorado Revised Statutes; any common interest community, condominium community, cooperative, or planned community formed pursuant to Article 33.3 of Title 38 of the Colorado Revised Statutes, commonly referred to as the Colorado Common Interest Ownership Act; or any other body or entity with the power to impose taxes, assessments, charges, or fees upon the Property.

14. NOTICES.

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

Owner

Richard Wiest and Christine Wiest
4525 65th Avenue, Weld County, CO 80634
Phone: 970-573-9201
Phone: 970-573-9218

Operator

Extraction Oil & Gas, Inc.
555 17th Ave., Suite 3700
Denver, CO 80202
Phone: 303-293-9100
Attn: Surface Land Department
E-mail:
surfaceland@civiresources.com,
scasper@civiresources.com

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's operations on the OGOA 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.

15. ADVICE TO TENANTS.

Owner agrees to contact any and all tenants of the Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the OGOA. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement.

16. OWNER'S RETAINED RIGHTS.

Operator hereby acknowledges and agrees that Owner retains the right to develop the Lands other than the OGOA, and such development may include the need to make infrastructural improvements. Such infrastructural improvements include but are not limited to streets, sidewalks, curbs and gutters, landscaping, storm water drainage, and utilities. Owner hereby agrees that it shall exercise any right to develop subject to and in accordance with the rights granted to Operator herein. Operator hereby agrees that Owner shall have the right to make such necessary infrastructural improvements to enable Owner's development of the Lands other than the OGOA, provided such improvements do not interfere with Operator's Operations, the OGOA or Operator's facilities therein and that any such development is in compliance with all applicable state or local regulations, including but not limited to those that establish

setbacks of buildings from existing or future planned oil and gas facilities, and Operator waives its right to object to Owner's development of the Lands other than the OGOA, provided Owner's proposed development complies with the applicable setback requirements governing setbacks of buildings from existing or future planned oil and gas facilities in the laws, rules and regulations of any city, county or other municipality or local government, and further provided such surface development otherwise is consistent with the provisions of this Agreement. Owner agrees to notify, in writing, Operator at least thirty (30) days before Owner begins any activities on the Lands that will include infrastructure improvements over and across any such pipeline. Subject to its rights under this Agreement, Operator shall use reasonable efforts to accommodate and not to interfere with or delay Owner in its construction on, development of, and use of the Lands.

17. ASSIGNMENT.

Operator may assign this Agreement, and the rights and obligations contained herein, in whole or in part, without the consent of Owner. In the event of any such assignment, Operator shall provide written notice to Owner.

18. 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, including successors who have acquired their interest in this Agreement as a result of acquisition of or merger with Operator.

19. RECORDING.

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

20. 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.

21. 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.

22. REASONABLE ACCOMMODATION.

Owner acknowledges uses and operations upon the OGOA 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 OGOA as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

23. TERM AND TERMINATION.

Unless terminated earlier pursuant to the terms of the Parties' confidential Letter Agreement, this Agreement is for an initial term of six (6) years from the Effective Date of this Agreement, unless otherwise amended in writing by the Parties (the "Initial Term"). During the Initial Term, Operator may drill and complete Wells in the OGOA and shall have the use of the OGOA for that purpose. Subject to the conditions in this Paragraph 23, if Operator has not drilled and completed at least twelve (12) Wells within the Initial Term, this Agreement will terminate; however, if Operator has drilled and completed at least twelve (12) Wells, or remitted payment of the Alternative ORI Payment(s) as defined in the Letter Agreement, at the expiration of the Initial Term, this Agreement shall continue in full force and effect as to the OGOA limits, as depicted and described upon Exhibits B and C, attached hereto. If Operator has drilled and completed at least twelve (12) Wells, or remitted payment of the Alternative ORI Payment(s) as defined in the Letter Agreement, at the expiration of the Initial Term, then this Agreement shall be extended and continue in full force and effect for so long as any Well drilled pursuant to this Agreement continues to produce hydrocarbons in accordance with the Lease rights under which such Well(s) are producing, but, notwithstanding any other provisions of this Agreement, unless this Agreement is extended by further written agreement of the Parties, this Agreement shall not extend beyond a total term of thirty (30) years from the Effective Date of this Agreement. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. To the extent that Operator is unable to exercise its rights or perform its operations due to an act of Force Majeure, this Agreement shall be extended for such period of time. Force Majeure shall include strikes, lockouts, riots, extreme weather events or natural disasters, including but not limited to fire, explosion, flood, or blizzards, governmental declaration of emergencies, pandemics, any moratorium impacting operations, blackouts, accidents, inability to secure labor or materials in the open market, oil pricing less than forty (\$40) dollars per barrel West Texas Intermediate crude, acts of God, war, terrorism, eco-terrorism, sabotage, embargoes, litigation or administrative proceedings affecting access to lands conveyed hereby or other unforeseen events beyond the control of Operator. Notwithstanding the termination of this Agreement, Operator may access the OGOA to plug and abandon the Wells and to reclaim the OGOA 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.

24. LIENS.

Operator agrees to take all reasonable measures to prevent the foreclosure of any liens upon the Lands directly related to Operator's operations. Operator shall notify Owner, in writing, within thirty (30) days following the receipt of notice of any such lien encumbering the Lands. Notwithstanding the foregoing, Operator shall not be in default under this Agreement if, upon the placement of any such lien on account of labor, materials and work done related to the operations, Operator shall cause such liens to be removed of record (whether by discharge or bond) within one hundred eighty (180) days after the filing of the liens.

25. 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.

26. 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 OGOA is located.

27. 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.

28. SUCCESSORS.

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

29. 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.

30. BANKRUPTCY.

In the event Operator is the subject of a bankruptcy case, Operator agrees, to the extent reasonably possible, to satisfy its obligations to Owners, including any applicable royalty obligations, provided that at the time any such payment is due, such payment is not inconsistent with any applicable rule, law, regulation, or court order or procedure, or performed in such a manner as to prejudice lienholders or claimants with superior priority.

31. TREES.

Owner, at its option, may within the three (3) years following the initial date of production from Operator's first producing Well, request that Operator purchase for Owner's benefit up to eight (8) six-foot (6') tall trees of Operator's choosing. The trees may be planted in locations expressly approved by Operator within the OGOA, provided that such trees do not interfere with or unreasonably impact or affect any rights granted to Operator in this Agreement or under any leases which may be held by Operator. Operator provides no warranty, express or implied, in regards to the health or survival of said trees. Operator shall not be required to perform on-going or future maintenance in regards to said trees.

32. NOTICE OF COMMENCEMENT OF CONSTRUCTION.

At least fourteen (14) days prior to Operator's entry onto the Lands for its initial commencement of construction of the Wells and/or Facilities, Operator shall provide Owner with a one-time notice. Said notice shall be effective whether given orally and/or in writing to one or more Owner.

33. TAX CLASSIFICATION.

Should Operator's use of the OGOA directly result in a zoning change of the Lands to an "Industrial" zoning classification, and should such change in zoning classification directly result in an

increase of property taxes levied against the Lands, Operator shall pay the proportional difference of the newly increased property taxes from the amount that would have been levied against the affected Lands for the zoning class that existed immediately prior to the change of zoning.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

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

ACKNOWLEDGMENTS

OPERATOR:
Extraction Oil & Gas, Inc.

By: [Signature]
Name: Hodge Walker
Title: Chief Operating Officer

OWNER:
Richard R. Wiest

By: [Signature]
Name: Richard R. Wiest

OWNER:
Christine Wiest

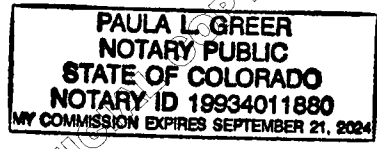
By: [Signature]
Name: Christine Wiest

STATE OF COLORADO)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me on this 12th day of October, 2023, by Hodge Walker as Chief Operating Officer of Extraction Oil & Gas, Inc.

Witness my hand and official seal.

My commission expires: 9-21-2024



(SEAL)

[Signature]
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on this 10th day of October, 2023, by Richard. R. Wiest.

Witness my hand and official seal.

My commission expires: 12-20-2024

JORIE KLINGER
Notary Public
State of Colorado
Notary ID # 20164047940
My Commission Expires 12-20-2024

(SEAL)

Jorie Klinger

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on this 10th day of October, 2023, by Christine Wiest.

Witness my hand and official seal.

My commission expires: 12-20-2024

JORIE KLINGER
Notary Public
State of Colorado
Notary ID # 20164047940
My Commission Expires 12-20-2024

(SEAL)

Jorie Klinger

Notary Public

Exhibit A: The Lands



**WELD COUNTY
PROPERTY PORTAL**

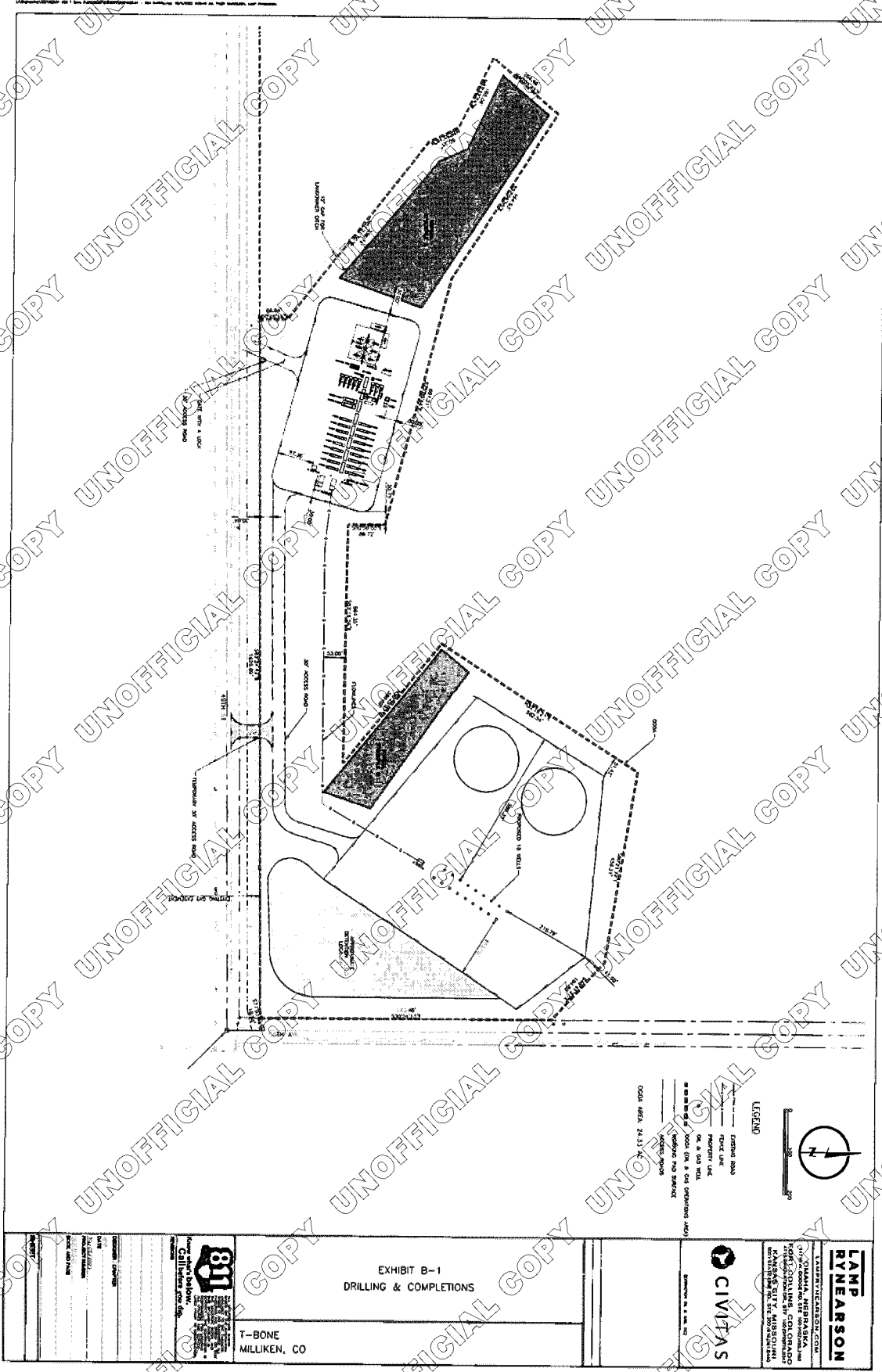
| Account | Parcel | Owner Name |
|----------------|---------------|------------------------------------|
| R2736186 | 095928000003 | WIEST RICHARD R WIEST CHRISTINE |

| Property Address | Property City | Zip | Section | Township | Range |
|-------------------------|----------------------|------------|----------------|-----------------|--------------|
| 4525 65TH AVE | WELD | | 28 | 05 | 66 |

| Legal |
|--|
| 17680 SW4 28-5-66 AND .95 AC PER QC DEED REC #3040269 RECORDED 3/7/03 (4R) |

Exhibit B-1: Depiction of OGOA

(as attached below)



| | | |
|--|--|--|
| | <p>EXHIBIT B-1 DRILLING & COMPLETIONS</p> <p>T-BONE MILLIKEN, CO</p> | |
|--|--|--|

Exhibit B-2: Description of OGOA

(as attached below)

EXHIBIT B-2

DESCRIPTION OF THE DRILLING AND COMPLETION OIL AND GAS OPERATIONS AREA ("OGO")

A parcel of land for surface use agreement purposes, being a portion of deed recorded on August 23, 1990 as Reception #2224607 situated in the Southwest Quarter (SW1/4) of Section Twenty-Eight (28), Township Five North (T5N), Range Sixty-Six West (R66W), of the Sixth Principal Meridian (6th P.M.), City of Milliken, County of Weld, and the State of Colorado more particularly described as follows;

COMMENCING at the South Quarter corner of the Southwest Quarter (SW1/4) of Section Twenty-Eight (28), Township Five North (T5N), Range Sixty-Six West (R66W), of the Sixth Principal Meridian (6th P.M.) from whence the Southwest corner of said Section 28 bears South 89°24'42" West for a distance of 2636.90 feet, the South Quarter corner being monumented by a 2-1/2" pipe with a 3-1/4" Brass cap stamped "PLS 16415 - 1993" and the Southwest corner by a 2-1/2" pipe with a 3-1/4" Brass cap stamped "PLS 16415 - 1993", said bearing being a Grid bearing of a Custom Low Distortion projection developed by Lamp Ryneason using the North American Datum of 1983 (2011) with all bearings herein relative thereto;

THENCE on the South line of the Southwest Quarter of said Section 28 South 89°24'42" West for a distance of 30.00 feet;

THENCE on a line parallel with and 30-foot westerly of the East line of the Southeast Quarter of said Section 28 North 00°04'23" West for a distance of 30.00 feet to the northwesterly right-of-way intersection of 65th Avenue and 49th Street;

THENCE on the west right-of-way line of 65th Street as recorded in Road Petition as Reception No. 27492 on January 25, 1888 in the Weld County Records North 00°04'23" West for a distance of 53.99 feet to the northerly line of a 30-foot wide right-of-way grant to DCP Midstream recorded on July 3, 2013 as Reception #3945302, said point being the **POINT OF BEGINNING**;

THENCE on the northerly line of said right-of-way grant to DCP Midstream South 77°03'44" West for a distance of 18.66 feet to the northerly line of a 50-foot wide right-of-way grant to Panhandle Eastern Pipeline Company recorded on October 19, 1976 as Reception #1701685;

THENCE on the northerly line of said right-of-way grant to Panhandle Eastern Pipeline Company South 89°24'42" West for a distance of 1626.89 feet;

THENCE leaving the northerly line of right-of-way grant to Panhandle Eastern Pipeline Company North 00°46'16" West for a distance of 66.94 feet;

THENCE North 51°21'50" West for a distance of 539.74 feet;

THENCE North 25°55'18" West for a distance of 80.25 feet;

THENCE North 63°32'24" West for a distance of 185.06 feet;

THENCE North 40°01'43" East for a distance of 204.46 feet;

THENCE South 57°06'55" East for a distance of 464.93 feet;

THENCE South 75°05'44" East for a distance of 601.21 feet;

THENCE South 00°00'00" East for a distance of 89.72 feet;

THENCE South 89°19'56" East for a distance of 564.35 feet;

THENCE North 50°25'37" West for a distance of 369.08 feet;

THENCE North 32°15'21" East for a distance of 562.54 feet;

THENCE South 80°21'22" East for a distance of 456.31 feet;

THENCE South 46°41'27" East for a distance of 184.88 feet to the west right-of-way of 65th Street as recorded in Road Petition as Reception No. 27492 on January 25, 1888;

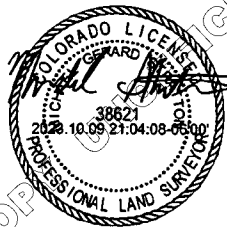
THENCE on the west right-of-way of said 65th Street South 00°04'23" East for a distance of 698.48 feet to the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 1,059,950 sq. ft. or 24.333 acres, more or less, and is subject to any existing easements and rights of ways of record or as now existing on said described parcel of land.

All lineal distances shown hereon are ground distances based on the U.S. Survey Foot.

SURVEYORS STATEMENT

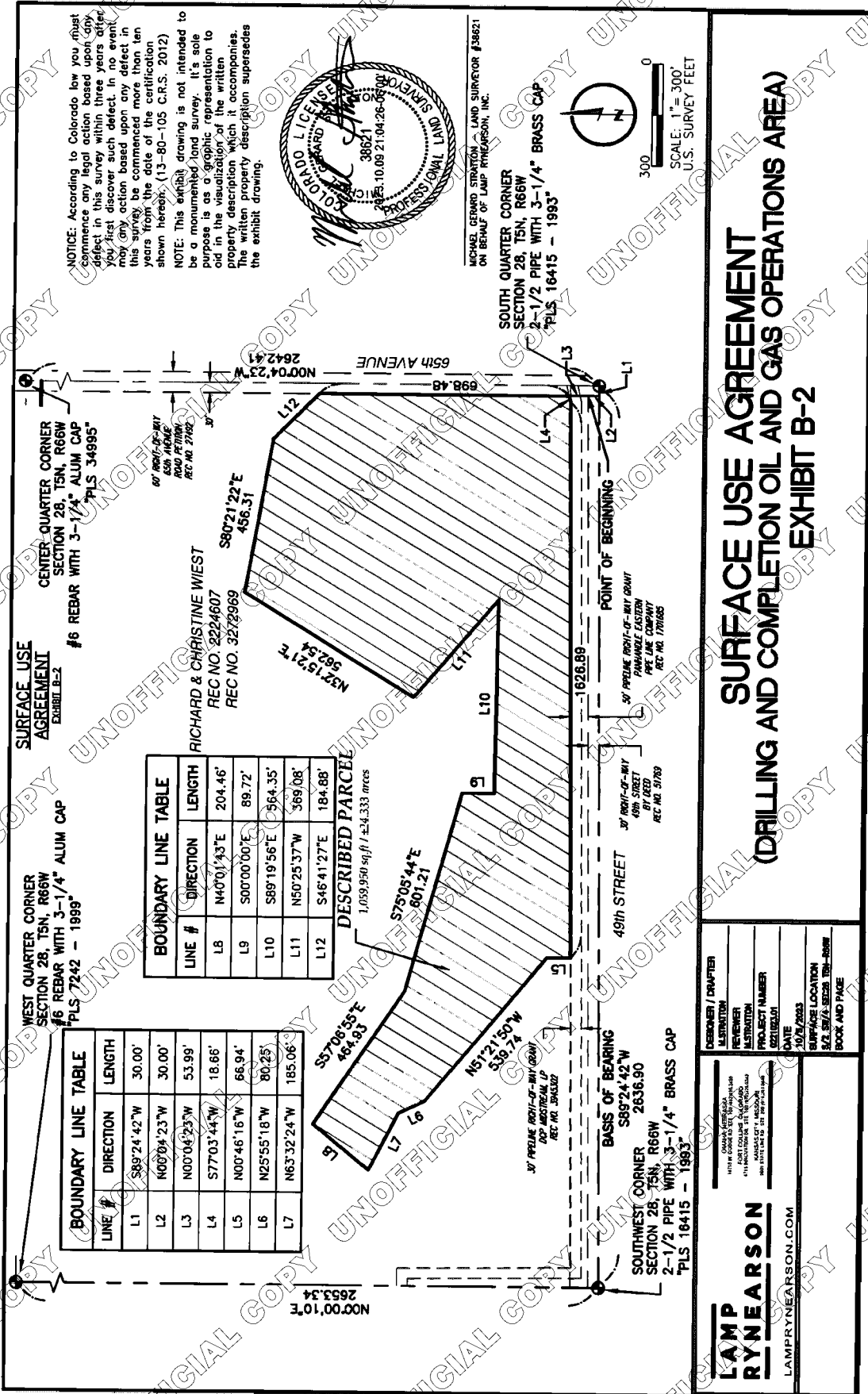
I, Michael G. Stratton, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and verification, and that it is true and correct to the best of my knowledge and belief.



**LAMP
RYNEARSON**

4715 Innovation Dr., Ste. 100
Fort Collins, CO 80525

Michael G. Stratton - Colorado Professional Land Surveyor #38621



**SURFACE USE AGREEMENT
(DRILLING AND COMPLETION OIL AND GAS OPERATIONS AREA)
EXHIBIT B-2**

Exhibit C-1: Depiction of Interim-Reclamation OGOA

(as attached below)

Exhibit C-2: Description of Interim-Reclamation OGOA

(as attached below)

EXHIBIT C-2

DESCRIPTION OF THE INTERIM RECLAMATION OIL AND GAS OPERATIONS AREA ("OGO")

A parcel of land for surface use agreement purposes, being a portion of deed recorded on August 23, 1990 as Reception #2224607 situated in the Southwest Quarter (SW1/4) of Section Twenty-Eight (28), Township Five North (T5N), Range Sixty-Six West (R66W), of the Sixth Principal Meridian (6th P.M.), City of Milliken, County of Weld, and the State of Colorado more particularly described as follows;

COMMENCING at the South Quarter corner of the Southwest Quarter (SW1/4) of Section Twenty-Eight (28), Township Five North (T5N), Range Sixty-Six West (R66W), of the Sixth Principal Meridian (6th P.M.) from whence the Southwest corner of said Section 28 bears South 89°24'42" West for a distance of 2636.90 feet, the South Quarter corner being monumented by a 2-1/2" pipe with a 3-1/4" Brass cap stamped "PLS 16415 - 1993" and the Southwest corner by a 2-1/2" pipe with a 3-1/4" Brass cap stamped "PLS 16415 - 1993", said bearing being a Grid bearing of a Custom Low Distortion projection developed by Lamp Rynearson using the North American Datum of 1983 (2011) with all bearings herein relative thereto;

THENCE on the South line of the Southwest Quarter of said Section 28 South 89°24'42" West for a distance of 30.00 feet;

THENCE on a line parallel with and 30-foot westerly of the East line of the Southeast Quarter of said Section 28 North 00°04'23" West for a distance of 30.00 feet to the northwesterly right-of-way intersection of 65th Avenue and 49th Street;

THENCE on the west right-of-way line of 65th Street as recorded in Road Petition as Reception No. 27492 on January 25, 1888 in the Weld County Records North 00°04'23" West for a distance of 53.99 feet to the northerly line of a 30-foot wide right-of way grant to DCP Midstream recorded on July 3, 2013 as Reception #3945302, said point being the **POINT OF BEGINNING**;

THENCE on the northerly line of said right-of way grant to DCP Midstream South 77°03'44" West for a distance of 18.66 feet to the northerly line of a 50-foot wide right-of way grant to Panhandle Eastern Pipeline Company recorded on October 19, 1976 as Reception #1701685;

THENCE on the northerly line of said right-of way grant to Panhandle Eastern Pipeline Company South 89°24'42" West for a distance of 1626.89 feet;

THENCE leaving the northerly line of right-of way grant to Panhandle Eastern Pipeline Company North 00°46'16" West for a distance of 66.94 feet;

THENCE North 51°21'50" West for a distance of 539.74 feet;

THENCE North 44°51'15" East for a distance of 228.20 feet;

THENCE South 57°15'46" East for a distance of 190.48 feet;

THENCE South 75°05'44" East for a distance of 601.21 feet;

THENCE South 00°00'00" East for a distance of 89.72 feet;

THENCE South 89°19'56" East for a distance of 630.82 feet;

THENCE North 29°12'04" East for a distance of 165.27 feet;

THENCE North 56°33'37" West for a distance of 45.85 feet;

THENCE North 32°40'44" East for a distance of 396.35 feet;

THENCE South 57°19'16" East for a distance of 329.71 feet to the west right-of-way of 65th Street as recorded in Road Petition as Reception No. 27492 on January 25, 1888;

THENCE on the west right-of-way of said 65th Street South 00°04'23" East for a distance of 515.23 feet to the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 706,059 sq. ft. or 16.209 acres, more or less, and is subject to any existing easements and rights of ways of record or as now existing on said described parcel of land.

All lineal distances shown hereon are ground distances based on the U.S. Survey Foot.

SURVEYORS STATEMENT

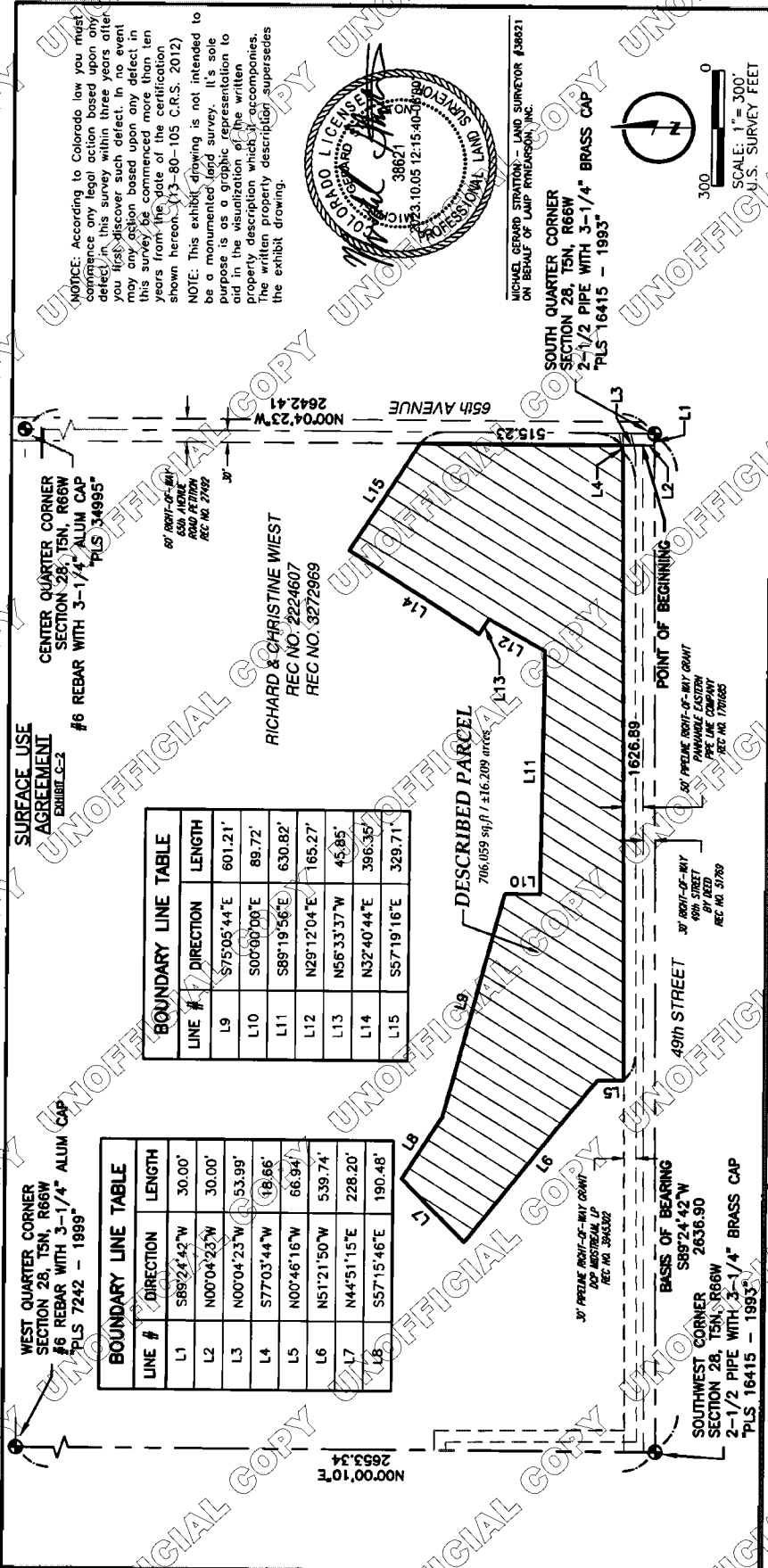
I, Michael G. Stratton, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and verification, and that it is true and correct to the best of my knowledge and belief.



**LAMP
RYNEARSON**

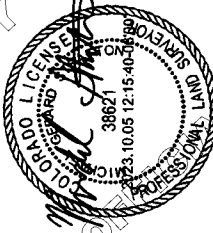
4715 Innovation Dr., Ste. 100
Fort Collins, CO 80525

Michael G. Stratton - Colorado Professional Land Surveyor #38621



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

NOTE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which, by accompanying. The written property description supercedes the exhibit drawing.



MICHAEL GERARD STRATTON - LAND SURVEYOR #38621
ON BEHALF OF LAMP RYNEARSON, INC.



SCALE: 1" = 300'
U.S. SURVEY FEET

SURFACE USE AGREEMENT
EXHIBIT C-2

CENTER QUARTER CORNER
SECTION 28, T5N, R66W
#6 REBAR WITH 3-1/4" ALUM CAP
PLS 34995

| LINE # | DIRECTION | LENGTH |
|--------|-------------|---------|
| L9 | S75°05'44"E | 601.21' |
| L10 | S00°00'00"E | 89.72' |
| L11 | S89°19'56"E | 630.82' |
| L12 | N29°12'04"E | 165.27' |
| L13 | N56°33'37"W | 45.86' |
| L14 | N32°40'44"E | 396.35' |
| L15 | S57°19'16"E | 329.71' |

| LINE # | DIRECTION | LENGTH |
|--------|-------------|---------|
| L1 | S89°24'42"W | 30.00' |
| L2 | N00°04'23"W | 30.00' |
| L3 | N00°04'23"W | 53.99' |
| L4 | S77°03'44"W | 18.66' |
| L5 | N00°46'16"W | 66.94' |
| L6 | N51°21'50"W | 539.74' |
| L7 | N44°51'15"E | 228.20' |
| L8 | S57°15'46"E | 190.48' |

DESCRIBED PARCEL
706.059 sq ft / ±16.209 acres

SURFACE USE AGREEMENT
(INTERIM RECLAMATION AND GAS OPERATIONS AREA)
EXHIBIT C-2

| | |
|--|---|
| LAMP RYNEARSON LAMPRYNEARSON.COM | |
| DESIGNER / DRAFTER AL STRATTON | DATE 10/09/2023 |
| PROJECT NUMBER 2021003.01 | SURFACE LOCATION S/2 SW/4 SE/28 T5N-R66W |
| BOOK AND PAGE | BOOK AND PAGE |