

AGREEMENT FOR RIGHT OF WAY, EASEMENT, SURFACE USE & ACCESS

CONFIDENTIAL - DO NOT RECORD

THIS AGREEMENT FOR RIGHT OF WAY, EASEMENT, SURFACE USE & ACCESS (the "Agreement") made and entered into this 1st day of March, 2017, by and between VAN VALKENBURG CATTLE COMPANY, LLC, WILLIAM J. VAN VALKENBURG, HILDA VAN VALKENBURG and CHRIS W. VAN VALKENBURG, whose address is 12353 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 (herein called "Operator"). Operator and Surface Owner may be referred to herein individually as a "Party," or collectively as the "Parties."

WITNESSETH, that

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 August 8, 2013, Van Valkenburg Cattle Company, LLC as Lessor (Recorded Book 187; Page 870) as amended October 22, 2013 (Recorded Book 188; Page 26); and (ii) that certain Oil and Gas Lease dated August 12, 2013, William Van Valkenburg and Hilda Van Valkenburg as Lessors (Recorded Book 187; Page 872) as amended October 22, 2013 (Recorded Book 188; Page 27) (collectively called "Leases"); and,

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 have previously entered into that certain Interim Agreement for Right-of-Way, Pipeline Easement and Surface Access dated June 9th, 2016 (the "Prior Agreement"); and

WHEREAS, the Parties desire for this Agreement to supersede and replace the Prior Agreement in its entirety effective as of September 15, 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 interests and/or leasehold estates and the other matters set forth herein.

10. **Maintenance and General Operations.** Operator shall at all times keep the Well Pad, Central Facility, 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 and fresh water pits are specifically not permitted to be used 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 prior 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 the Well Pad, Facility Site, 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 Pad and/or Facility Site constructed by Operator. Operator shall not reclaim or restore any of the roads.

Prior to reclaiming the 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 and/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 the Well Pad or Facility Site, Operator shall have no further obligation to restore the 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 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 the Well Pad or Facility Site, all surface equipment and surface appurtenances, together with all foreign substances (including gravel), associated with such Well Pad and/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 rights of way, the Well Pad and Facility Site, 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 the Well Pad and Facility Site.

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 the Well Pad and/or Facility Site 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 the Well Pad or Facility Site, 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.

If Operator does not discover crude oil, natural gas, or other hydrocarbons of commercial quantity on the Well Pad 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 & Waste Water.** Operator shall **NOT** have the right to operate any water disposal wells on Said Land. Operator shall not use waste water from any oil and/or gas wells to treat and/or maintain roads. Operator shall properly dispose of all waste water in accordance with COGCC rules and regulations

15. **Communication Towers.** Operator shall have the right to construct communication towers on the Well Pad and Facility Site, 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 twenty five hundred dollars