

## **SURFACE USE AND WATER DISPOSAL AGREEMENT**

This Surface Use and Water Disposal Agreement (“Agreement”) dated effective April 25, 2024, (the “Effective Date”), is entered into by and between Danny Lee Reneau and Janet Ruth Reneau, husband and wife, with an address of 645 Parker Lane, Silsbee TX 77656 (hereinafter called “RENEAU”), and St. Croix Operating Inc., a Colorado corporation (hereinafter called “ST. CROIX”), whose address is P.O. Box 13799, Denver, CO 80201.

### **RECITALS**

WHEREAS, RENEAU owns an interest in the surface estate of the following described tract of land (the “Property”) located in Washington County, Colorado, more particularly described as follows:

**TOWNSHIP 3 SOUTH, RANGE 50 WEST, 6TH P.M.**  
Section 06: Lots 3(39.91), 4(39.17) {a/d/a N/2NW/4}

WHEREAS, ST. CROIX owns certain oil and gas leasehold rights in the Property and/or lands pooled therewith and desires the right to access the Property and use so much of the surface and subsurface of the Property as is reasonably necessary to conduct its oil and gas operations, including the exploration, development, production, transportation and marketing of oil, gas, associated hydrocarbons and water, including the disposal of produced water, saltwater, and including injected fluids which may contain E&P Waste from Oil and Gas Operations, pursuant to its oil and gas leasehold interests in the Property and/or lands pooled therewith (the “Operations”); and

WHEREAS, ST. CROIX and RENEAU desire to enter into this Agreement to set forth the Parties’ rights and obligations relating to ST. CROIX’S use of the Property for its Operations and construction of a drillsite pad, new roads, and lines, referenced in Paragraph 2. below, provided that this Agreement is a supplement to, but not in derogation of, ST. CROIX’s rights to use the surface and subsurface of the Property pursuant to its oil and gas leasehold rights.

NOW THEREFORE, in consideration of the compensation to be paid to RENEAU as described herein, as well as the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **GRANT OF ACCESS:** In consideration of the payments to be made hereunder, the adequacy and receipt of which are hereby acknowledged, RENEAU has granted to ST. CROIX a nonexclusive license for access, occupancy, and use of the Property. ST. CROIX will pay to RENEAU the consideration provided in Paragraph 2. for ST. CROIX’s right, of access, occupancy and use of the Lands in pursuit of ST. CROIX’s oil and gas exploration, development and production activities on the Property and other lands subject to Oil and Gas Leases, including, but not limited to, drilling, completing, operating, monitoring, maintaining, abandoning and reclaiming of its oil and gas wells and the constructing, installing, operating, widening, improving, repairing, replacing, removing and maintaining of any associated pipelines, flow lines, electrical lines, pits, an access road and associated facilities constructed or used in connection therewith (collectively referred to herein as “Operations”), during the term of this Agreement. These access roads, pits, structures, electrical utility lines, flow lines, pipeline and associated facilities are further defined as only those facilities customary to the oil and

gas industry for the prudent exploration, drilling, operation, production, processing and transportation of oil and gas and water that are produced. The parties agree that the payments to be made by ST. CROIX to RENEAU pursuant to the Agreement shall fully compensate RENEAU for loss of use of the Lands, damage to growing crops or other agricultural or grazing uses, and any and all other damages which may be sustained by RENEAU in connection with ST. CROIX's Operations, including any damages caused by ST. CROIX's subcontractors, except as otherwise specifically provided in this Agreement.

2. COMPENSATION: For and consideration of the rights and privileges granted in this Agreement and the covenants of the Parties hereto, ST. CROIX agrees to pay the following sums to RENEAU:

Pads and Production Facilities: ST. CROIX shall pay RENEAU the sum of \$ [REDACTED] for any drilling Pad location and Production Facilities necessary for drilling, completing, recompleting, producing, disposal, and operating of any and all such reentered wells or any and all new producing or disposal wells drilled by ST. CROIX under the terms of the Lease. A Pad location covering up to two (2.0) acres in area ("Pad") including an access road thereto, and two and one-half (2.5) acres in area for Production Facilities constructed on the Property. Said payment shall be tendered to RENEAU before commencing any dirt work or excavating. In the event a Pad and access road covers more than two (2.0) acres in area, ST. CROIX shall pay RENEAU an additional one-time payment of \$ [REDACTED] per acre, or fraction thereof, in excess of two (2.0) acres. If said well is completed as a producer, Production Facilities will be required, and in the event those Production Facilities cover more than two and one-half (2.5) acres, ST. CROIX shall pay RENEAU an additional one-time payment of \$ [REDACTED] per acre, or fraction thereof, in excess of two and one-half (2.5) acres.

Water Disposal Well: In the event ST. CROIX drills and tests a well located on the Property and determines it is not capable of commercial oil and/or gas production, ST. CROIX shall have the option of completing said Well as a disposal well or input well for the disposal or injection of water, whether brackish, fresh, salt or otherwise (hereinafter called "Water"), including injected fluids which may contain E&P Waste from Oil and Gas Operations, produced from a well(s) located upon the Property and/or produced from a well(s) located upon other lands or lands pooled therewith. RENEAU does hereby grant and convey unto ST. CROIX, the right to use the Well as a Water disposal or injection well and to rework, construct, equip and maintain, and recomplete said well as a Water disposal, Saltwater disposal, or injection well on the Property and associated pipelines, flowlines, electrical lines, pits, roads and associated facilities constructed or used in connection therewith, together with the right to install, construct, maintain and use on the Property the existing access road for ingress and egress to and from said Well, and the right to use the area upon the Property and surrounding said Well, together with the right of ingress and egress using the existing access road over the Property as may be necessary to repair, recomplete, replace and remove any such equipment, pipeline or other property owned by ST. CROIX, its assigns, or contractors, in whole or in part and rework, equip, repair and maintain the Well, at the convenience of ST. CROIX; and RENEAU further grants and conveys to ST. CROIX the right at any time, to remove from the Well and from the Property any and all casing, pipelines or lines, tanks, materials, equipment, and other personal property of every kind or nature whatsoever heretofore or hereafter placed on the Property by ST. CROIX.

The Water Disposal provision of this agreement shall terminate as to both parties, unless starting on or before June 1, 2025 and on or before the first (1st) day of each year thereafter, ST. CROIX shall pay or tender to RENEAU at the above address an annual payment of \$ [REDACTED] which shall cover the privileges provided in this agreement for a period of one (1) year. In like manner and upon like payments or tenders annually, said privileges shall be provided for successive periods of one (1) year for so long as ST. CROIX conducts its operations on the Property and/or on other lands.

The payments herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of ST. CROIX; and the depositing of same in any post office, properly addressed to RENEAU, or the transfer of such funds on or before the payment date shall be deemed payment herein as provided. If ST. CROIX shall on or before any payment date fail to pay or deposit said payment or make a bona fide attempt to pay or deposit said payment due to RENEAU hereunder, and if such payment or deposit is missed or erroneous in any regard, ST. CROIX shall be obligated to properly make such payment or deposit. However, this agreement shall be maintained as if such missed or erroneous payment or deposit had been properly made, provided that the missed or erroneous payment or deposit is corrected within thirty (30) days after receipt by ST. CROIX of written notice from RENEAU of such error together with any documents or other evidence and information necessary to enable ST. CROIX to make proper payment.

3. RECLAMATION: Upon termination of this Agreement, ST. CROIX shall plug and abandon any wells it has drilled on the Lands, remove all production equipment and grade and reseed all well sites, production facility sites and roads constructed by ST. CROIX under this Agreement, except for any roads or other improvements that RENEAU at their option may elect to retain, which shall be left in place and shall thereafter belong to and be the sole responsibility of RENEAU. Pipelines and other buried lines shall be abandoned in place per applicable law. Upon completion of these reclamation activities to the reasonable satisfaction of RENEAU, RENEAU agrees to execute a release. In addition, this Agreement authorizes governmental regulatory personnel and inspectors to access the Lands for inspection of ST. CROIX's Operations. The parties agree that the payments to be made by ST. CROIX to RENEAU pursuant to the Agreement shall fully compensate RENEAU for loss of use of the Lands, damage to growing crops or other agricultural or grazing uses, and any and all other damages which may be sustained by RENEAU in connection with ST. CROIX's Operations, including any damages caused by ST. CROIX'S subcontractors, except as otherwise specifically provided in this Agreement.

4. TERMINATION: This Agreement shall continue in force and effect for so long as the Oil and Gas Leases or any ratification, renewal, amendment, or replacement of the Oil and Gas Leases, remains in force and effect. However, it is agreed and understood that ST. CROIX may access the Property after the termination of this Agreement should such access be necessary to comply with any order or regulation of a regulatory authority having jurisdiction over ST. CROIX's Operations on the Property or to complete ST. CROIX's reclamation obligations under this Agreement.

5. CONSTRUCTION OF NEW ROADS: In the event ST. CROIX desires to install or construct any new roads on the Property other than the existing access road to the Pad which is covered under 2. COMPENSATION above, ST. CROIX shall obtain RENEAU's additional written consent to do so, shall coordinate with RENEAU regarding the location and installation and construction of said new roads, and shall compensate RENEAU an additional one-time payment of [REDACTED] per acre, or fraction thereof.

6. SUCCESSORS AND ASSIGNS: This Agreement and the obligations contained therein shall inure to the benefit of the parties and their successors and assigns. Upon ST. CROIX's written assignment of this Agreement obligations herein shall pass to its assignee, and ST. CROIX shall be relieved of all further obligations and liability; provided, however, that any such assignment shall provide that the assignee shall be bound by the terms and conditions of this Agreement.

7. COUNTERPARTS: This Agreement may be executed by RENEAU and ST. CROIX in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which shall be deemed an original instrument for all purposes and all of which together shall constitute one agreement.

8. It is understood that any potential flow lines, pipelines, or power lines running to or from the well site shall be buried below plow depth.

9. RENEAU shall continue to have full use of any access route on the Property, provided that use of the said route does not interfere with ST. CROIX'S Operations as provided herein.

10. Government regulatory personnel and inspectors will be allowed access to the Property for inspection of ST. CROIX's Operations.

11. Other items which RENEAU and ST. CROIX may agree on by supplements to this Agreement.

a. The amounts for damages, as set out above, are the total sums to be paid by ST. CROIX to RENEAU for any use and specified damages. RENEAU agrees that the consideration recited is adequate and the full payment for such use and damages.

b. This Agreement may be assigned by RENEAU or by ST. CROIX. If any assignment of this Agreement occurs, the assigning party must notify the other party. It is understood that this Agreement will not be recorded, but that a Memorandum Giving Notice of Surface Use and Water Disposal Agreement shall be recorded.

c. This Agreement is signed by RENEAU and ST. CROIX as of the date of acknowledgment of the parties' signatures below but is effective for all purposes as of the Effective Date stated above. This Agreement may be executed by RENEAU and ST. CROIX in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which shall be deemed an original instrument for all purposes and all of which together shall constitute one agreement.

LESSOR:

LESSEE: St. Croix Operating Inc.

  
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Danny Lee Reneau

  
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Paul B. Melnychenko, President

  
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Janet Ruth Reneau