

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this “**Agreement**”) is entered into this 4 day of March, 2025 (the “**Effective Date**”), by and between **MICHAEL K. AND MARY SUE KRIER** (“**Licensor**”) and **Bonanza Creek Energy Operating Company, LLC**, a Delaware limited liability company, and wholly-owned subsidiary of Civitas Resources, Inc. (“**Licensee**”). Licensor and Licensee are at times referred to herein individually as “**Party**” and collectively as “**Parties**.”

RECITALS

A. Licensor is the owner of certain real property located in Weld County, Colorado, more particularly described as Weld County Assessor Parcel No. 79529400005 (the “**Property**”).

B. Subject to the terms and conditions of this Agreement, Licensee desires a temporary, exclusive license on, over, across, under and through portions of the Property (the “**License**”). Licensor is willing to issue the License to Licensee for the purposes more particularly described herein, subject to the terms and conditions set forth herein.

C. That portion of the Property upon which the License lies (the “**License Area**”) is more particularly depicted on Exhibit A, attached hereto and incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. **Issuance of License.** Subject to the following terms and conditions, Licensor hereby issues to Licensee, without warranty, the License covering the License Area. The License shall be for the sole purpose of accessing the Property for the purposes of re-plugging and abandoning the Furrow-1 well (API No. 05-123-05209) (“**Well**”), as required by the Energy & Carbon Management Commission (“**ECMC**”) and reclaiming the affected Property in accordance with the applicable ECMC regulations (“**License Activities**”). The License Activities shall be performed in a good and workmanlike manner and in compliance with any laws, rules, regulations, and policies of applicable governing authorities and agencies, including, but not limited to the ECMC.

2. **Term.** Unless otherwise agreed to in writing by the Parties, the License granted herein will automatically terminate, without the requirement of any action by Licensor, on the earlier to occur of: (i) the completion of the License Activities; or (ii) December 25, 2025.

3. **Access.** Licensee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Licensee’s Agents**”) shall have the right of vehicular and pedestrian ingress and egress to and from the License Area and for use by Licensee and Licensee’s Agents for the purposes permitted by this Agreement including, but not limited to, the License Activities.

4. **Maintenance and Restoration.** Licensee, at its sole cost and expense, shall promptly repair any damage to the Property and any of Licensor’s improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt and/or concrete surfaces, fences, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee’s Agents, and shall restore in a workmanlike manner the Property and Licensor’s improvements

to the same or better condition as they existed immediately prior to any entry onto or work performed on the Property by Licensee and Licensee's Agents.

5. **Indemnification.** Licensee hereby agrees to indemnify, save, defend and hold harmless Licensor, and any entity controlling, controlled by, or under control with Licensor, and its and their affiliates' officers, directors, employees, managers, members, agents and servants ("Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damages that may be incurred by Licensor or its Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the License Area by Licensee and/or Licensee's Agents; (ii) any entry onto License Area and/or the Property by Licensee and/or Licensee's Agents; and (iii) any work performed on the License Area by Licensee and/or Licensee's Agents, including but not limited to the License Activities, except to the extent caused directly by the gross negligence and/or willful act or omission of Licensor and/or its Affiliates.

6. **Insurance.** Prior to entering onto the License Area, Licensee and any of its agents or independent contractors shall maintain, or shall cause to be maintained, policies which, at a minimum, provide Licensor the protections set forth below.

a. **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the License Area and the ways immediately adjoining the License Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the License Area, the Property, and adjacent areas;

b. **Workers' Compensation Insurance.** All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

7. **Miscellaneous.**

a. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Party.

b. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

c. **Amendment.** This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

d. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

e. **Assignment.** Licensee may, at any time during this Agreement, assign its rights and obligations under this Agreement without the prior written consent of Licensor.

f. Recording. The Parties agree that this Agreement may be recorded in the county records where the License Area is located.

g. Warranty of Signatories. The parties hereby warrant that each party signing below has full and lawful authority to execute this License on behalf of said party.

[signatures to follow]

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

LICENSOR:

Michael K. Krier

By: Michael K. Krier
Name:
Its:

Mary Sue Krier

By: Mary Sue Krier
Name:
Its:

LICENSEE:

**Bonanza Creek Energy Operating Company,
LLC, a Delaware limited liability company**

By: Sean Casper
Name: Sean Casper
Its: Land Manager, Surface

Exhibit A

★ **Owner: KRIER MICHAEL K**
Account: R1141486 Parcel: 079529400005
Address:
Subdivision:
Section: 29 Township: 06N Range: 01W
[Tools](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

★ **Owner: KRIER MARY SUE**
Account: R1141486 Parcel: 079529400005
Address:
Subdivision:
Section: 29 Township: 06N Range: 01W
[Tools](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)



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