SETTLEMENT AGREEMENT
GENERAL RELEASE AND WAIVER OF CLAIMS

This SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER OF CLAIMS (the "Settlement Agreement") is entered into this 24th day of October 2017, by and among the City and County of Broomfield ("City"), and Extraction Oil & Gas, Inc. ("Extraction" or "Operator"). The City and Operator are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Operator and its predecessors-in-interest entered into agreements with the City to develop oil and gas within the City limits, including an Oil and Gas Operator Agreement dated August 27, 2013, and recorded at Reception No. 2013015088; a Supplement to the Oil and Gas Operator Agreement executed by the Parties on June 14, 2016, effective August 27, 2013, and recorded at Reception No. 2016007563; a Surface Use Agreement between the City and Noble Energy, Inc., approved by the City on November 13, 2012, and recorded at Reception No. 2012014944 and a Use by Special Review Permit that was approved by the City on July 12, 2011 and recorded at Reception No. 2011006781 (collectively known as the "Prior Agreements");

WHEREAS, Operator has filed applications with the Colorado Oil and Gas Conservation Commission (the "COGCC") for drilling and spacing units, specifically COGCC docket numbers 170100469, 170700471, 170700470, 170900596, 170900598, 170900601, 170900602, 170900603, 170900605 (as may be amended, revised or supplemented, collectively the "Spacing Units") covering certain lands set forth therein (the "Spacing Areas");

WHEREAS, the Parties have negotiated new agreements in relation to the Operator's oil and gas development in the City (the "Project"), and are concurrently executing an Amended and Restated Oil and Gas Operator Agreement and a Surface Use Agreement;

WHEREAS, the City has agreed to (i) lease its unleased mineral interests owned by the City in the Spacing Units to Operator and (ii) assign the right to royalties for leased minerals owned by the City in the Spacing Units in exchange for Operator's agreement that additional wells not contemplated in the Amended and Restated Operator Agreement will not be drilled at the Livingston Pad; and

WHEREAS, the Parties desire the entry of this Settlement Agreement in order to assert mutual waivers and releases of potential claims from alleged breaches of Prior Agreements.

NOW, THEREFORE, the Parties, having carefully reviewed this matter and this Settlement Agreement, and having had sufficient time and opportunity to consult with legal counsel, and desiring to be legally bound hereby, agree as follows:

1. Terms. A term used in this Settlement Agreement shall have the same meaning as the term is used in the Amended and Restated Oil and Gas Operator Agreement and

the Surface Use Agreement, ("New Agreements") approved by resolution by the City Council at the same time as the Settlement Agreement.

2. Effective Date. This Settlement Agreement shall be effective on the same date that the New Agreements are effective upon approval by resolution of the City Council ("Effective Date"). In the event that the City Council does not approve one or more of the New Agreements then this Settlement Agreement is null and void and shall have no force and effect and the original Oil and Gas Operator Agreement dated August 23, 2013, as Supplemented and the Surface Use Agreement dated November 13, 2012, will remain in place.

3. The City Shall Not Object. As long as the Operator is in compliance with the New Agreements and any future Easement Grant and for purposes related to the Project, the City agrees that it will: (i) not object to, request a hearing on, or oppose any permits, applications, variances, waivers, or other related documents submitted by Operator to any local, state or federal agencies, including but not limited to, COGCC spacing applications covering the Spacing Areas (subject to the last two sentences of this paragraph), COGCC pooling applications or applications for permits to drill such as COGCC Form 2 and Form 2A: (ii) not object in any forum to any aspect or phase of the Project, including the number of wells planned at or the location of each Well Site; and (iii) provide such other written approvals, variances, and/or waivers as reasonably requested by Operator and consistent with the New Agreements. The Parties acknowledge that the City is currently protesting Operator's spacing and density applications related to the project, specifically COGCC docket numbers 170900596, 170900598, 170900601, 170900602, 170900603, 170900605, 171000749, and 171000752 (the "Protests"). The City agrees to withdraw the Protests so long as Operator's applications and proposed orders are consistent with the number of wells and locations described in the New Agreements.

4. The City and Operator Shall not Join or Intervene in Actions. The City and Operator shall not voluntarily join or intervene, without consent of the other, in any civil action in any court or quasi-judicial agency or body brought forth against Operator or City, respectively, with respect to the Project.

5. Operator's Well Sites and Mineral Interests Owned Shall Not Be Made a Part of Special Taxing Districts. To the extent not prohibited by law, the City and Operator agree that the City shall not take any affirmative action to approve, without Operator's written consent, (i) the inclusion any of the Well Sites or any of the minerals within the Spacing Units in any new or materially modified special districts or limited purpose governmental entities organized pursuant to the Colorado Special District Act, Article 1 of Title 32 of the Colorado Revised Statutes, or any other similar Colorado statutes or laws.

6. City Minerals. In exchange for Operator's agreement to limit the total number of future wells to be drilled within the City as set forth in the Amended and Restated Oil

and Gas Operator Agreement, the City agrees to (i) relinquish to the Operator its future interests in any royalties from wells drilled in the Spacing Units after the date hereof and (ii) execute one or more oil and gas leases to lease its unleased mineral interests within the Spacing Units to Operator, in the form attached as Annex A (the "Form Lease"). Additionally, Operator agrees to make offers to lease any unleased minerals within the Wildgrass subdivision using the Form Lease, but at a royalty rate of 17%. Additionally, Operator agrees to make offers to lease any unleased minerals within the Wildgrass subdivision using the Form Lease, but at a royalty rate of 17%. Operator will provide any unleased mineral holders within the Wildgrass subdivision with forced pooling notices and lease offers at least 60 days prior to any hearing on a forced pooling application.

7. Land Conveyance. As set forth in the Surface Use Agreement, Operator agreed to convey the surface of approximately thirty-nine (39) acres of property known as the Exchange Lands, subject to Operator's reservation of one or more easements for subsurface pipelines or access to existing lease roads. Operator agrees to remove all structures, debris, and personal property (as directed by City) on the Exchange Lands prior to transfer of the Exchange Lands and to execute an Open Space Trail Easement Agreement in favor of the City, in the form attached as Annex B.

8. Mutual General Release and Waiver of Claims. Operator and the City, in consideration of the promises and covenants contained in this Settlement Agreement and the Prior Agreements, the sufficiency of which is acknowledged by the Parties, do hereby forever, fully and unconditionally release, remise, acquit and discharge each other, and their respective affiliates and/or related companies, and their directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, predecessors, and successors from any and all suits, actions, causes of action, demands, judgments, rights, claims, loss, damage, interest, attorney fees, costs and expenses and/or other relief of whatsoever kind or nature which each respective Party has from the beginning of time to the present (collectively, the "Claims") both presently known and unknown, arising out of or in connection with the terms of the Prior Agreements and any delays resulting from the City's request that Operator delay its project. This Settlement Agreement does not extend to nor preclude the pursuit of claims, suits, and causes of action and/or demands regarding the new plan of development contemplated in the New Agreements.

9. Fees, Costs, and Expenses. It is understood and agreed by the Parties hereto that each Party shall bear their own attorney fees, costs and expenses arising from or associated with this Settlement Agreement and with any breach or alleged breach of the Prior Agreements.

10. Choice of Law and Forum. This Settlement Agreement and the terms and conditions contained herein shall be governed by the laws of the State of Colorado. Any lawsuit to enforce the terms of this Settlement Agreement shall be brought in the City.

11. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the parties and their respective successor and assigns.

12. Execution. This Settlement Agreement may be executed in counterparts each of which shall be deemed an original, and together of which shall constitute one and the same instrument. The Parties have had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Settlement Agreement shall be construed as if the Parties jointly prepared the Settlement Agreement and any uncertainty or ambiguity shall not be interpreted against any party and in favor of another party. If any clause or condition of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, such finding shall not affect the validity and enforceability of the remainder of this Settlement Agreement.

13. Modification. This Agreement will not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by the Parties and designated as such a change.

14. Headings. The headings of this Settlement Agreement are for reference and convenience only and shall not limit or otherwise affect the meaning or construction of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by a duly authorized representative on the day and year first written above.

THE CITY:

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

Mayor

ATTEST:

City & County Clerk

APPROVED AS TO FORM:

City & County Attorney Deputy

THE OPERATOR:

EXTRACTION OIL & GAS, INC.

Eric J. Christ, Vice President, General Counsel & Corporate Secretary

STATE OF COLORADO)
) ss
COUNTY OF Broomfield)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 25TH day of October, 2017, by Eric J. Christ.

[SEAL]

LINDA J. VILLAREAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134063200
My Commission Expires Oct. 7, 2021

Notary Public

My Commission Expires: October 7, 2021

ANNEX A

Oil and Gas Lease

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into on the _____ day of _____ 2017, by **(Unleased Mineral Owner)** whose address is **(Unleased Mineral Owner Address)**, hereinafter called Lessor, (whether one or more), and **Extraction Oil & Gas, Inc.**, whose address is **370 17th Street, Suite 5300, Denver, CO 80202**, hereinafter called Lessee;

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including helium, carbon dioxide, and coalbed methane and any and all substances produced in association therewith from coal-bearing formations, dewatering of coalbed methane, limited to all of the Codell and Niobrara formations, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; with the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with contiguous land, and the injection of air, gas, water, brine, and other fluids into the subsurface strata, to produce, save and take care of said products, all upon that certain tract of land situated in the County of _____, State of **Colorado**, described as follows, to-wit:

Township Y, Range Z West of the 6th P.M.
Section: X

Containing **(Net Acres)** acres, more or less (the "Premises");

In addition to the lands described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

1. It is agreed that this Lease shall remain in force for a primary term of three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the Premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling, re-working, or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the Premises or on acreage pooled, communitized or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled, communitized or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, or re-working operations within one hundred twenty (120) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled, communitized or unitized therewith. At any time during the Primary Term of this Lease, Lessee, at its option may make tender to Lessor payment in the amount of $500.00, thereby extending the Primary Term of this Lease by an additional two (2) years.

2. This is a PAID-UP LEASE. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this Lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. In consideration of the Premises, Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal ___% part of all oil produced and saved from the Premises.

2nd. To pay Lessor as royalty, on gas and the constituents thereof produced from the Premises and sold or used off the Premises or in the manufacture of products therefrom, the market value at the wellhead of __% of the product sold or used. All royalties paid on gas sold by Lessee or used off the Premises or used in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to excise, production, and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing costs. On product sold at the well, the royalty shall be __% of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, as well as other post-production costs, as described above.

4. If after the primary term one or more wells on the Premises or lands pooled, communitized, or unitized therewith, are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this Lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this Lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the Leased Premises or lands pooled, communitized or unitized therewith, no shut-in royalty shall be due until end of the next following anniversary date of this Lease that cessation of such operation or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease.

5. If said Lessor owns a less interest in the Leased Premises than the entire and undivided fee simple estate therein, then the lands covered by this lease and the royalties (including any shut-in royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil, and water produced on the Leased Premises for Lessee's operation thereon.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or part, by area or depth or zone and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in ownership of Lessor's interest (by assignment or otherwise) shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice from Lessor and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. In the event of death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or the decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly, or separately in proportion to the interest which each owns. If Lessee transfers a full or undivided interest in all or any portion of the Premises, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and transferee in proportion to the net acreage interest in this Lease then held by each. If Lessee transfers or assigns its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of the Lessee with respect to any interest not so transferred. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

8. Lessee at its option to be exercised in good faith and as a reasonable prudent operator is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to anyone or more of the formations hereunder to pool, communitize or unitize the leasehold estate and the mineral estate covered by this Lease with other contiguous land, lease or leases for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formation. The forming or reforming of any unit, pooled area or communitized area shall be accomplished by Lessee executing and filing of record a declaration of such unitization, pooling or communitization or reformation, which declaration shall describe the unit, pooled area or communitized area. Any unit, pooled area, or communitized area may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, dewatering or reworking operations or a well shut in for want of a market anywhere on a unit, pooled area or communitized area which includes all or a part of this Lease shall be treated as if it were production, drilling, dewatering or reworking operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit, area or communitized area, royalties only on the portion of such production allocated to this Lease; such allocation shall be that

proportion of the unit, pooled area or communitized area production that the total number of surface acres covered by this Lease and included in the unit, pooled area, or communitized area bears to the total number of surface acres in such unit, pooled area, or communitized area. In addition to the foregoing, Lessee shall have the right to unitize, communitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations hereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this Lease.

10. Lessee's obligations under this Lease shall be governed by and subject to all applicable laws, rules, regulations and orders of any government authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, has or other substance covered hereby. This Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

11. When drilling, reworking, production or other operations or obligations under this Lease are prevented or delayed by laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, fracking bans, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production in Lessee's opinion, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of the Lessee, this Lease shall not terminate because of such prevention or delay and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this Lease when drilling, production, or other operations are so prevented or delayed.

12. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such time period. In the event the matter is litigated and there is final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. In the event that this Lessor, during the primary term of this Lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this Lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this Lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

14. Should any one or more of the parties hereinabove named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this Lease shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

15. Lessor hereby agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein. If Lessee redeems any such lien, Lessee may recover any amount expended out of Lessor royalties or shut-in royalties.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

_____ _____

(Unleased Mineral Owner) **(Unleased Mineral Owner #2)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by_____ , to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he / she duly executed the same as his / her free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of ____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by_____ , to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he / she duly executed the same as his / her free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of _____

ANNEX B

Open Space Trail Easement Agreement

OPEN SPACE TRAIL EASEMENT AGREEMENT

THIS OPEN SPACE TRAIL EASEMENT AGREEMENT (the "Agreement") is entered into as of _____, 2017, by and between_____, (hereafter referred to as "Owner") and the **CITY AND COUNTY OF BROOMFIELD,** a Colorado municipal corporation and county (hereafter referred to as the "City") acting through their authorized representatives, and provided that Owner and City may be individually referred to herein as a "Party" and together may be referred to as the "Parties."

RECITALS

A. Owner is the owner in fee simple of certain real property located in Broomfield, Colorado, as more particularly described as the Owner's Property on Exhibit A, attached to and made a part of this Agreement (hereinafter referred to as the "Property"); and

B. Owner has agreed to grant the City a perpetual, non-exclusive public easement for a community-use trail (the "Trail Easement") for the exclusive purpose of providing a public open space trail system. The route and course of the Trail Easement conveyed hereby are more particularly described on Exhibit B, attached to and made a part of this Agreement. The Parties understand and agree that the location of the Trail Easement depicted on Exhibit B may be adjusted as necessary by mutual written agreement of the Parties. Upon completion of the construction of the Trail, the City shall provide the Owner with a metes and bounds description prepared by a registered Land Surveyor depicting the Trail Easement. The width of the trails used upon the Trail Easement is __ feet wide, with an additional __ feet on both sides of those trails for a total width of __ feet, which shall thereafter constitute the final width and location of Trail Easement.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. **Incorporation of Recital**. The Recitals set forth above are hereby incorporated into and made part of this Agreement.

2. **Grant of Easement for Trail**. Subject to the terms and conditions of this Agreement, Owner hereby grants to the City the Trail Easement for the exclusive purpose of providing an public open space trail system that shall include an __ feet wide width for the trails used upon the Trail Easement, with an additional __ feet on both sides of those trails for the exclusive purpose of operating and maintaining the trails used upon the Trail Easement, for a total width of __ feet. The route and course of the Trail Easement conveyed hereby are more particularly described on Exhibit B, attached hereto and made a part of this Agreement. Owner hereby agrees that the City's use of the Trail Easement may include grading, landscaping

consisting of re-seeding, work as determined appropriate by the City addressing issues associated with prairie dogs consistent with the City's adopted Prairie Dog Policy that may include relocation of the animals, and such other activities consistent with the City's use and maintenance of the Trail Easement as a public trail. Owner hereby agrees that the City may cross Owner's Property as depicted on Exhibit A and adjacent to the Trail Easement as necessary to provide for the City's use and maintenance of the Trail Easement as described herein, as long as such crossing does not interfere with the Owner's use and enjoyment of Owner's Property. Any use by the City of the Trail Easement shall be in compliance with all applicable governmental laws, codes, regulations, ordinances, and requirements. This Trail Easement shall continue so long as the Trail Easement is actively used for the limited purpose of use by any member of the public and incorporation into the City's public trail system.

3. **Consideration.** In consideration of this grant, Owner and the City agree the Trail Easement shall be subject to all of the terms and conditions set forth herein.

4. **Maintenance and Repair.** The City will have the sole responsibility of all Maintenance and Repair on the Trail Easement in accordance with the City's standard trail maintenance and repair procedures and in compliance with all applicable governmental codes, regulations, ordinances, and requirements.

5. **Liability.** To the extent permitted by law, each Party agrees to hold harmless the other Party, its officers, officials, employees, representatives, contractors, subcontractors, agents, affiliates, successors, assignees, and subsidiaries from and against any and all liability claims, demands and expenses, including court costs and attorneys' fees, resulting from any injury, loss, or damage arising out of or in any manner connected with the work, construction, or maintenance activities contemplated in this Agreement to be performed upon the Trail Easement caused in whole or in part by, or is claimed to be caused in whole or in part by the acts, errors, or omissions of the Party's officers, officials, employees, representatives, contractors, subcontractors, agents, affiliates, successors, assignees, and subsidiaries. To the extent permitted by law, City shall further indemnify and hold harmless Owner, its officers, employees, representatives, agents, affiliates, and subsidiaries from and against any and all liability claims, demands and expenses, including court costs and attorneys' fees, arising from any injury, loss, or damage arising out of any and all third-parties' use, occupancy, and activities upon the Trail Easement.

6. **Insurance**. The City shall be required to obtain and keep in full force and effect at all times during the term of this Agreement, and to pay the costs and premiums of, broad form general commercial liability insurance with respect to the use and operation of the Trail Easement, with the same limits as it would insure any public trail within the City's trail system.

7. **Interferences; Owner's Retained Rights**. The City will exercise all of the City's rights and obligations under this Agreement in such a manner as to avoid any disruption to the Owner's Property, as shown on Exhibit A, and to cause the least amount of unreasonable interference to the Owner. The Trail Easement is non-exclusive to the City, and Owner retains the right to the undisturbed use and occupancy of the Property (including the Trail Easement

Area) for any lawful purpose that does not impair any rights granted to City in this Agreement or the City's use of the Trail Easement as described herein.

8. **Severability**. The enforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, invalid or illegal, but rather the unenforceable, invalid or illegal provisions of this Agreement shall be deemed severed from this Agreement and this Agreement shall continue in full force and effect to the greatest extent permitted by applicable laws.

9. **Special Warranty.** Owner will warrant and forever defend the Trail Easement lands granted in this Agreement in the quiet and peaceable possession of City, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Owner.

10. **Notice**. All notices are required or permitted under this Agreement shall be given by overnight courier service, by registered or certified mail, postage prepaid, by facsimile, or by hand delivery, directed as follows:

If intended for the City:

City and County of Broomfield
Attn: City and County Manager
One DesCombes Drive
Broomfield, Co 80020
Phone: 303-438-6384
Fax: 303-438-6296

If intended for Owner:

Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202
Attention: Land Department

11. **Default**. A Party shall be in default hereunder in the event that it fails to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions hereunder within sixty (60) days after written notice by the other Party of said failure.

12. **Binding Effect**. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. **Assignment.** The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall extend to and be binding upon the successors, and assigns of Owner and City.

14. **Recordation**. This Agreement will be recorded in the Office of the Clerk and Recorder of Broomfield County, Colorado.

15. **No Oral Amendments or Modifications**. No amendments, waivers or modifications hereof shall be made or deeded to have been made unless in writing and executed by the party to be bound thereby.

16. **Other**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. Time is of the essence. This Agreement represents the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by Owner and the City. Failure of any party hereto to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

17. **Governmental Immunity Act**. Notwithstanding anything to the contrary herein, the City shall not be deemed to have waived in any manner the rights, obligations, and protections afforded to, or imposed on the City by law including without limitation, the Colorado Governmental Immunity Act or the Colorado Constitution.

IN WITNESS WHEREOF, Owner and the City have executed this Agreement as of the date first written above.

CITY:
CITY AND COUNTY OF BROOMFIELD, a Colorado Municipal Corporation & County

_____
City & County Manager

ATTEST:

_____
City & County Clerk

APPROVED AS TO FORM:

_____
City & County Attorney

OWNER:

_____

By: Matthew R. Owens
Title: President

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged, subscribed and sworn to before me this ____ day of _____, 2017, by _____.

[SEAL]

_____

Notary Public

My Commission Expires: _____