

SURFACE USE AGREEMENT AND GRANT OF EASEMENTS

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENTS (the "Agreement") is effective the 28th day of July 2016, by and between ROOSEVELT CITY CORPORATION, whose address is P.O. Box 125, Roosevelt, UT 84066, (hereinafter referred to as "Owner") and CRESCENT POINT ENERGY U.S. CORP., whose address is 555 17th Street, Suite 1800, Denver, Colorado, 80202 ("Operator").

RECITALS

A. Owner owns the surface estate of the real property in Uintah County, Utah (the "Property"), legally described as:

Township 2 South, Range 1 West Uintah Special Meridian

Section 25: BEG 40 RDS N OF SW COR SEC 25 T2S, R1W, USM, TH E 60 RDS, S 40 RDS, E 100 RDS, N 160 RDS, W 160 RDS, S 120 RDS, TO BEG 145 ACRES

B. Operator is the agent owner/operator of a working interest in the mineral estate.

C. Operator wishes to drill oil and gas wells ("Wells"), vertically and/or directionally, with associated necessary pipelines and road infrastructure on the Property and also to directionally access adjacent lands from a surface location of the Property for the extraction of oil, gas and associated hydrocarbons from said adjacent lands.

TERMS

THEREFORE, in consideration of the mutual covenants in this Agreement, and Operator's agreement to pay the damages described in this Agreement, the parties agree as follows:

1. Wells and Well Pads

1.1 Consideration. As consideration, Operator shall pay to Owner a total of \$10,000.00 for each Well Pad to operate Oil and Gas well(s). Payment shall be made no earlier than 30 days prior to first construction. Such payment shall constitute payment in full by Operator for all damages to the Property associated with construction, drilling, completion, re-completion, reworking, reentry, production, operation and maintenance of the Wells and Well Pads.

1.2 Right of Use. Operator, its agents, employees, assigns, contractors, and subcontractors shall have access and Right of Way (i) to construct and use "Well Pads" on the Property to include reserve pits, tank batteries, water disposal pits, production equipment, compressor sites, and other facilities used to drill, complete, re-complete, rework, re-entry, produce and market oil, gas and associated hydrocarbons and any other associated materials regular in the industry, to include maintenance and continuing operation of "Wells" consistent with this Agreement. As used in this Agreement, "Well" shall mean a well and the accompanying wellbore (either vertically or directionally drilled from the Well Pad including associated casing and wellhead equipment used in extraction).

1.3 Spacing. Operator may drill the maximum number of Wells on the Well Pad(s) permitted by the Utah Division of Oil, Gas and Mining ("UDOGM") spacing and density requirements. Operator may drill directionally from Well Pads located on the Property to bottom-hole locations located directly under the Property or to bottom-hole locations that are adjacent to the Property.

2. Road and Pipeline Easement

2.1 Consideration. As consideration for the grant of the Road and Pipeline Easement, Operator shall pay Owner a one-time payment of \$50.00 per linear rod (16.5') of Easement. Payment shall be made no earlier than 30 days prior to first construction.

2.2 Road Easement. Owner grants to Operator a non-exclusive access easement ("Road Easement(s)") on the Property for ingress and egress by Operator and its employees, contractors, sub-contractors, agents, and business invitees as needed to conduct oil and gas operations, whether such operations occur on the Property under this Agreement or on lands outside the boundaries of the Property. All Road Easements shall allow for thirty (30) feet in width traveling surface, being fifteen (15) feet on each side of the centerline, and also allow for associated bar ditches and slopes and associated storm water controls.

2.3 Route. Owner shall have the right to relocate any road, provided that such relocation does not impose an undue burden on Operator. Any relocated road shall be of similar utility, and all costs associated with such relocation, other than routine maintenance, shall be at Owner's expense.

2.4 Speed Limit. Operator shall abide by a 20 M.P.H. speed limit at all times.

2.5 Pipeline Easement. Owner grants to Operator, its agents, employees, contractors, and subcontractors, a non-exclusive pipeline easement ("Pipeline Easement"), consisting of a temporary fifty (50') foot construction easement, reduced to a thirty (30') foot permanent easement across the Property: (i) to the Well Pad(s); or (ii) in connection with a transportation pipeline or pipelines or both, to construct, maintain, inspect, and operate such pipeline or pipelines, and pigging facilities for: 1) transporting oil, gas, petroleum products, water, and any other substances recovered from oil and gas operations or production whether such substances are recovered from the Property under this Agreement or from lands outside the boundaries of the Property, including without limitation, third-party gas, and whether fluid or solid, any products and derivatives of any of those substances, and any combinations and mixtures of any of those substances; and 2) movement of water. Nothing in this subsection 2.5 shall be construed as granting Operator the right to place any facilities on the Property other than the pipeline, related pipeline equipment to be placed in the Pipeline Easement and compression facilities permitted under the terms of this Agreement.

2.6 Consideration for Pipeline Easement when Road and Pipeline Easements do not run Parallel. In those situations where the Pipeline Easement does not run parallel to the Road Easement, Operator shall pay Owner an additional one-time payment of \$50.00 per linear rod for that portion of the Pipeline Easement that does not run parallel with the Road Easement. Payment shall be made no earlier than 30 days prior to first construction.

3. **Construction and Maintenance**

3.1 Notice of Construction. Operator shall use its best efforts to provide written notice to Owner at least 7 days prior to any construction or installation under this Section 2, with the exception of initial construction which may proceed immediately upon execution of this Agreement

3.2 Construction Practices. Roads, Pipelines, and Well Pads shall be constructed in accordance with the standard oilfield operations in the area. Construction that requires cuts and fills shall be minimized to the maximum extent possible. During construction of Well Pads, roads and/or pipelines on the Property, and at all times thereafter, Operator shall minimize disruption of, and interference with, any ranching, agriculture, or other operations conducted on the Property. Operator shall use diligent efforts to minimize disturbances to existing trees and vegetation near the Well Pad. The slope of a Well Pad to any ditch, road, or other improvement shall not be greater than 2:1. Any rocks excavated by Operator that are too large (12" or greater) to be incorporated into fill shall be removed.

3.3 Pipeline Depth. Operator shall either bury or maintain on the surface all permanent gas pipelines placed within any pipeline easement at a depth not less than thirty six (36) inches, and shall install all such pipelines so that they can be detected using a commonly available metal detector.

3.4 Gates/Fences. Permanent gates or cattle guards shall be installed at each point where the road intersects perimeter or cross fences. If Owner or Operator chooses to lock any gate on the road, keys shall be provided to the other party. Operator shall use its best efforts to immediately repair any roadway crossings and fences on or enclosing the Property that is damaged or temporarily taken down

during any construction on or use of any pipeline easement. Operator shall not use any pipeline easement as a vehicle access point to lands adjacent to the Property. Unless otherwise agreed to by both parties, no gates shall be installed on any fences on or near the boundary lines of the Property.

3.5 Ditch/Drainage. Culverts shall be installed at ditch and drainage crossings when requested by Owner where road crosses such ditches or drainages. Operator shall protect all water sources and conveyance structures, including but not limited to the natural flow of creeks, wells, and ditches, from all operational activities and shall immediately remedy any diversion, curtailment, or blockage of water flows or contamination of water sources. Any irrigation or tail water ditch or pipe located within the Well Pad shall be left intact or rerouted to a location approved by Owner so that the delivery of water on the Property is not disrupted. Operator shall be responsible for any repair and/or maintenance of any irrigation ditch or pipe located within the Well Pad.

3.6 Pits. If required by UDOGM, reserve or drilling pits used on the Property, if any, shall be plastic lined during drilling and completion operations. Excavated material shall be replaced within ninety (90) days of finalization of completion operations at the associated Well Pad. No open pit mining shall be permitted on the Property.

3.7 Drilling /Completion. All drilling fluids and mud shall be handled in accordance with UDOGM regulations. Unless agreed to in writing by the Owner and Operator, no fluids, mud, soil, or other substances created or derived from operations conducted off of the Property shall be deposited on the surface estate of the Property. Nothing in this section shall limit Operator's right to bring onto the property, use, and reuse frac and production water for additional drilling and completion operations.

3.8 Safety. Operator shall utilize electronic field monitor devices or another type of monitoring system standard in the industry on all Wells.

3.9 Color. Above-ground permanent structures on the Well Pad(s) and above-ground pipeline structures shall be painted with appropriate earth-tone colors to blend with the surrounding landscape, and, at the discretion of Operator, shall be screened with appropriate planting as described by the NRCS (National Resource Conservation Services) techniques guide.

3.10 Debris. No debris, slash, or other materials shall be burned on the Property (except for the flaring of gas), nor shall such materials be buried on the Property, without the express written consent of Owner, which shall not be unreasonably withheld. The Well Pad shall be safe and in good order, and shall at all times be kept free from litter and debris.

3.11 Road Maintenance. The roads shall at all times be properly graded, drained, graveled, and maintained by Operator from commencement of operations through final reclamation of the Well Pad(s) or termination of this Agreement. Further, Operator shall keep the Road Easement in good order, at all times free from litter and debris.

3.12 As-Built. Operator shall provide Owner with "as-built" survey of all pipelines after construction. It shall be the Operator's responsibility to record necessary documents in Uintah County, and to provide the Owner with a copy of any recorded documents.

3.13 Water. Operator shall take all necessary steps to prevent its operations from polluting any water well, water spring or other water source located on the Property.

4. **Interim Reclamation**

4.1 Interim Reclamation. Within two (2) years after completion operations for the Wells on the Well Pads are finished, except for areas required for current operations such as roads, the wellhead(s), permanent facilities, water pits, and room for future workover operations, the size of the Well Pads shall be reduced and all land impacted on the Well Pads shall be reclaimed to allow for a minimum disturbance save for all land on the Well Pads containing infrastructure necessary for the production and operation. Within 120 days after installation of any pipeline, or any maintenance or repair of any pipeline that disturbs the surface of the Property, Operator shall restore any affected area to its approximate pre-disturbance topography and re-seed all such areas with appropriate native

grasses or alfalfa for ground cover and erosion control as requested by Owner. Operator shall insure a naturally contoured surface over the pipeline easements

4.1.1 Additional Disturbance. Any additional disturbance of native or previously reclaimed areas shall be minimized. If any subsequent disturbances of surface areas are undertaken at any time, the same reclamation and re-vegetation obligations shall apply. Recontouring shall not be required in areas that have been successfully reclaimed.

4.2 Erosion Control. Operator shall be responsible for controlling all erosion of soils at any Well Pad and easement, and on areas adjacent to the Property that is caused by the activities of the Operator or its employees, contractors, sub-contractors, or agents. Such erosion control shall include, without limitation, re-contouring, reseeding and re-vegetating such lands and restoring any reservoirs or waterways to their previous quality and capacity. Operator's responsibility for erosion control pursuant to this Section 4.2 shall be ongoing and shall continue even after termination of Operator's use of a Well Pad or easement, until (i) such time as Owner provides Operator with a written release of Operator's further obligation to control erosion on the Property, or (ii) one year has passed since the last Well was plugged and abandoned or the termination of the easement, as the case may be.

4.3 Weed Control. Operator shall be responsible for controlling all noxious weeds within the areas used by Operator. If Operator locates, or Owner notifies Operator in writing of the location of, noxious weeds on any areas subject to this Section 4.3, Operator shall implement control procedures as soon as reasonably practicable, but no later than fourteen (14) days from receipt of written notification, weather permitting.

4.4 Dust. Operator shall use the best available methods based on oilfield operations in the area, other than hard surfacing, to limit dust.

5. Other Terms

5.1 Public Use. The Right of Ways and Easements conveyed by this Agreement shall not include a right of use by the public to other lands.

5.2 Non-Interference with Road and/or Pipeline Easement and/or Well Pads. Owner shall not construct or permit construction within the boundaries of the Pipeline Easement and/or Road Easement and/or Well Pads, and Operator shall have the right to prevent the construction within the boundaries of the Pipeline Easement and/or Road Easement and/or Well Pads, and the right to remove therefrom, any and all houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. The Owner shall exercise its rights with respect to the Property in such a manner that (i) Operator's pipeline and appurtenant facilities located on the Pipeline Easement and/or Road Easement and/or Well Pads shall not be endangered, obstructed, injured or interfered with; (ii) Operator's access to the Pipeline Easement and/or Road Easement and/or Well Pads and its pipeline and appurtenant facilities located thereon are not interfered with; and (iii) Operator's use of the Pipeline Easement and/or Road Easement and/or Well Pads for the purpose set forth herein is not otherwise unreasonably interfered with. Additionally, Owner reserves the right to use and enjoy the Property, including rights related to farming and agricultural purposes, insofar as Owner's use and enjoyment does not hinder or interfere with Operator's rights hereunder. Owner also reserves the right to use and enjoy Road Easements constructed by Operator as stated herein insofar as Owner's use and enjoyment does not hinder or interfere with Operator's rights hereunder.

5.3 Hunting. Operator will not allow any hunting to be conducted on the Property by its employees and contractors. No firearms will be allowed in any vehicle that is utilized by Operators employees or contractors.

6. Termination and Final Reclamation

6.1 Final Reclamation. Final reclamation shall return the entire site as near as reasonably practicable to its original topography and vegetation, and shall be complete and successful within three (3) years after the last Well is plugged and abandoned. However, if at the end of the three (3) year

period Operator has not completed a successful reclamation because of events beyond its control, Owner agrees to grant Operator in writing a reasonable extension of time to achieve a successful reclamation. Upon final termination of operations, Owner may request culverts and fencing to be left in place, in which case they shall thereafter belong to Owner.

6.2 Termination. This Agreement shall terminate upon completion of final reclamation of the final remaining Well Pad on the Property. No termination of this Agreement by Owner, Operator or otherwise shall relieve Operator of any obligation under this Agreement incurred or occurring prior to and through the date of termination, including Operator's liability for or obligation to perform any maintenance, reclamation, mitigation, corrective action, or expenditures required pursuant to common law or any federal, state or local statute, regulation, rule or ordinance. Upon termination of the rights granted under this Agreement, Operator shall execute and deliver to Owner, within thirty (30) days of written demand therefor, an acknowledgment that this Agreement has been terminated. If Operator fails or refuses to deliver that acknowledgment, a written notice by Owner reciting any such failure or refusal and that this Agreement is terminated shall, sixty (60) days after the date of recording of that notice, be conclusive evidence against Operator and all persons claiming under Operator of the termination of this Agreement.

7. General Provisions

7.1 Consultation. Except in cases of emergency, Operator shall consult with Owner regarding all significant operations involving Operator's use of the Property. Operator shall notify Owner at least seven (7) days prior to beginning any work on the Property involving heavy equipment, including but not limited to drilling, excavating, and cutting roads or laying pipelines. In the event of an emergency, Operator will make its best efforts to contact Owner by phone or otherwise to inform Owner of said emergency.

7.2 Liability of Operator. Except for the damages covered by this Agreement, Operator shall be liable for any injury to persons, property, or livestock caused by or incident to the operations of Operator, its agents, employees, contractors, or subcontractors ("Operator Group") on the Property, or any extraordinary damages due to spills of materials, explosions or similar incident. If, through its operations, Operator causes damage to personal property, such as fences, livestock, crops, structures, culverts, ditches and irrigation systems, such damage shall be repaired or replaced, or Operator shall promptly pay Owner for such damages at a price to be determined and agreed upon by Owner and Operator. Operator shall indemnify and hold harmless Owner from and against any and all past, present and future liability, damages, costs, expenses, fines, penalties and fees (including without limitation reasonable attorney and consultant fees) incurred by or asserted against Owner arising from or regarding or relating to the Operator Group's use of the Wells, Well Pad(s) or easements or any other rights granted by this Agreement. Operator agrees to comply with all lawful and applicable federal, state, tribal and local laws, rules and regulations now or prospectively in effect of any federal, state, tribal and local agencies having jurisdiction over the Property now or prospectively in effect. All of Operator's obligations stated in this subsection 7.2 shall survive termination of this Agreement.

7.3 Regulations. No part of this Agreement shall be construed to relieve Operator from any or all UDOGM or regulations, present and future.

7.4 No Off-Site Substances. Unless agreed to in writing by Operator and Owner, Operator shall not store or dispose of on the Property any soil, waste, or other substance generated off of the Property, except water to be used for fracing purposes or disposal services.

7.5 Prohibited Items and Activities. Operator shall not be permitted to have, or allow, firearms, crossbows, pets, alcohol, or illegal drugs on the Property. Personal and/or leisure activities are prohibited. No employees, contractors, subcontractors, agents, guests or invitees of Operator shall reside on the Property overnight, with the exception of personnel deemed critical to Well operations by the Operator.

7.6 Insurance. Operator shall keep its operations insured, or comply with applicable self-insurance laws and regulations, for automobile, liability, and workmen's compensation insurance, and for any damages incurred on the Property.

7.7 Operator Liens. Operator shall, at its sole expense, keep the Property free and clear of all liens and encumbrances resulting from Operator's and its agents' activities on the Property, and shall indemnify and hold harmless Owner from and against any and all liens, claims, demands, costs, and expenses, including, without limitation, attorney fees and court costs, in connection with or arising out of any work done, labor performed, or materials furnished.

7.8 Subrogation of Rights. Operator shall have the right to discharge or redeem for Owner, in whole or in part, any mortgage, tax, or other lien on the Property that could jeopardize Operator's rights under this Agreement, in which case Operator shall be subrogated to such rights of the party to whom payment is made for purposes of securing and collecting the amounts paid on behalf of the Owner.

7.9 Waiver. The failure of either party to enforce any of its rights under this Agreement upon any occasion shall not be deemed a waiver of such rights on any subsequent occasion(s). The waiver, either express or implied, by any party of any of the rights, terms or conditions in this Agreement shall not be deemed as or constitute a waiver of any other rights, terms or conditions in this Agreement. Any waiver, in order to be valid and effective, must be in writing.

7.10 Notice. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, such notice shall be given by: (i) personal delivery, or (ii) United States first class mail, postage prepaid, addressed to the party entitled to receive the same at the address stated in the introductory paragraph; provided, however, that each party may change that party's mailing address by giving to the other party written notice of change of such address in the manner provided in this subsection. Mail shall be deemed to have been given, served and delivered upon the third delivery day following the date of the mailing; personal delivery shall be deemed to have been given, served and delivered upon receipt.

7.11 Breach or Default. No litigation shall be initiated by Owner with respect to a breach or default by Operator hereunder, for a period of at least ninety (90) days after Owner has given Operator written notice as provided herein, fully describing the breach or default, and then only if Operator fails to remedy or commence to remedy all or any part of the breach or default within such period. Neither the service of said notice nor the doing of any acts by Operator aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Operator has failed to perform all of its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Agreement shall not be forfeited or cancelled in whole or in part, unless Operator is given a reasonable time after said judicial determination to remedy the breach or default and Operator fails to do so.

7.12 Severability. In the event that any provision of this Agreement is either deemed invalid or void by any court of competent jurisdiction or cannot be performed, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision of this Agreement. If any provision of this Agreement shall be deemed invalid due to scope or breadth, then such provision shall be valid to the extent and scope permitted by applicable law.

7.13 Merger of Prior Agreements. This Agreement and the Lease contain the sole and entire agreement and understanding of the parties with respect to the entire subject matter on the Property. All prior discussions, negotiations, commitments, agreements, and understandings relating to the subjects of this Agreement on the Property, and the Lease are merged into them. In the event of any conflict between the terms of this Agreement and the Lease, the terms of this Agreement shall control.

7.14 Amendments. This Agreement may only be amended by the written agreement of both parties. This Agreement cannot be amended or terminated orally.

7.15 Assignment. The rights of Operator under this Agreement may be assigned, in whole or in part, without the prior written consent of Owner. Any such assignment shall automatically release and

relieve Operator of any and all liabilities, responsibilities and obligations as provided under this Agreement.

7.16 Applicable Law and Attorney Fees. This Agreement and the rights of the parties under it shall be governed by and interpreted in accordance with the laws of the State of Utah, by the District Court of Uintah County, Utah. In the event of a dispute involving or related to any term or condition of this Agreement, the non-breaching party shall be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual damages.

7.17 Heirs, Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7.18 Confidentiality and Recording of Memorandum. Owner and Operator agree that all terms, conditions, and information contained within this Agreement are and shall remain confidential between Owner and Operator, and that any disclosure of the terms, conditions, and information contained within this Agreement shall be deemed a material breach hereof, except to the extent such disclosure is: (i) authorized by all parties in writing, or (ii) required by applicable law. In order to facilitate the confidentiality of the terms herein, Owner agrees to the recording of a memorandum of surface use agreement or affidavit which gives basic terms of the agreement and provides notice to third parties of the existence of the Agreement. If necessary, Owner agrees to execute said memorandum or affidavit.

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

IN WITNESS WHEREOF, this instrument is executed as of the Effective Date.

OWNERS:



Roosevelt City Corporation

OPERATOR:

Crescent Point Energy U.S. Corp.

By: _____
Derek Pimm
Senior Landman

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Instrument was subscribed and sworn to before me this ___ day of _____, 201__, by _____.

NOTARY PUBLIC
Residing at:_____

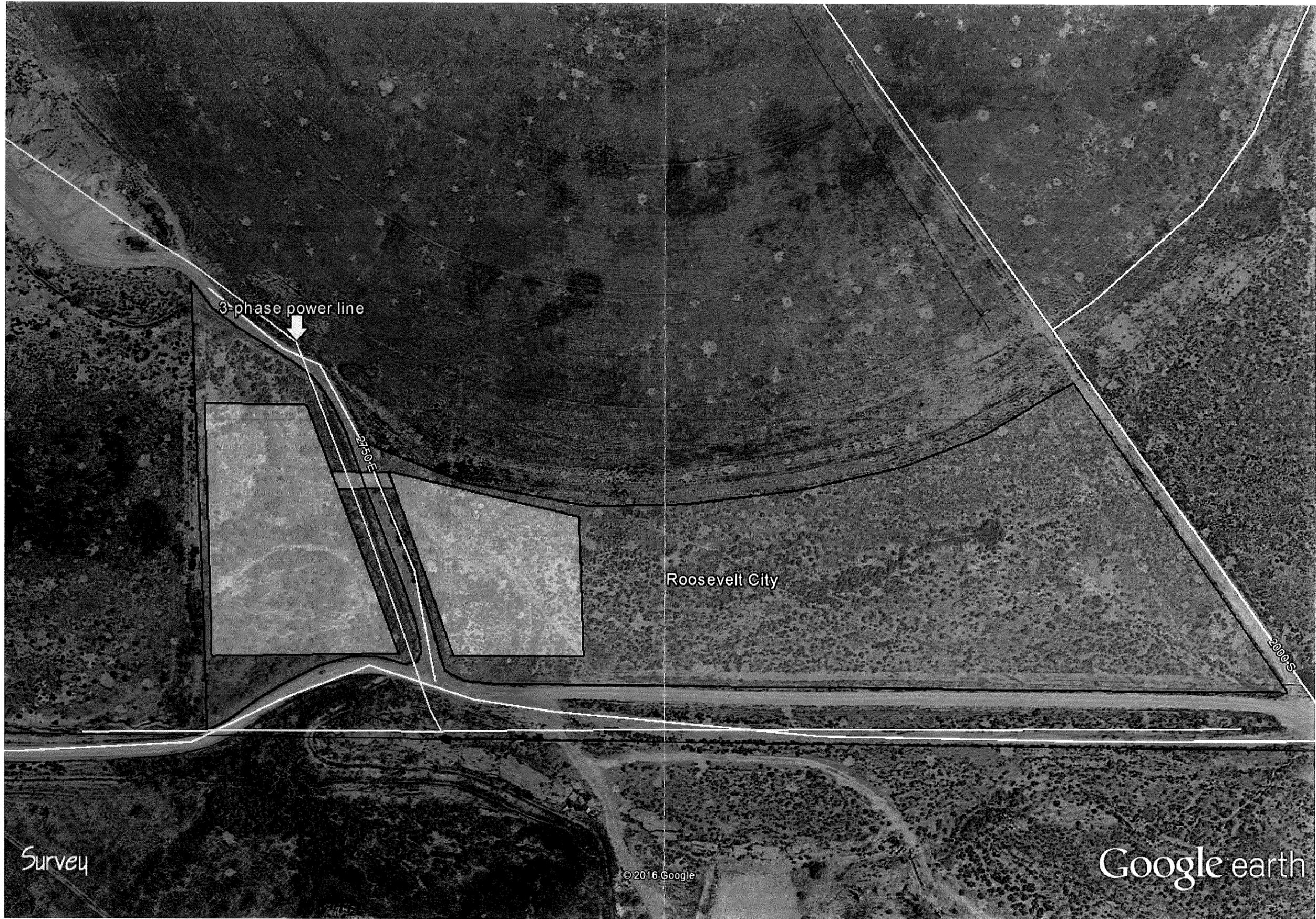
My Commission Expires:_____

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was subscribed and sworn to before me this ___ day of _____, 201__, by Derek Pimm, Senior Surface Landman for Crescent Point Energy U.S. Corp, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

NOTARY PUBLIC
Residing at:_____

My Commission Expires:_____



3-phase power line

2150 E

Roosevelt City

2000 S

Survey

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Google earth

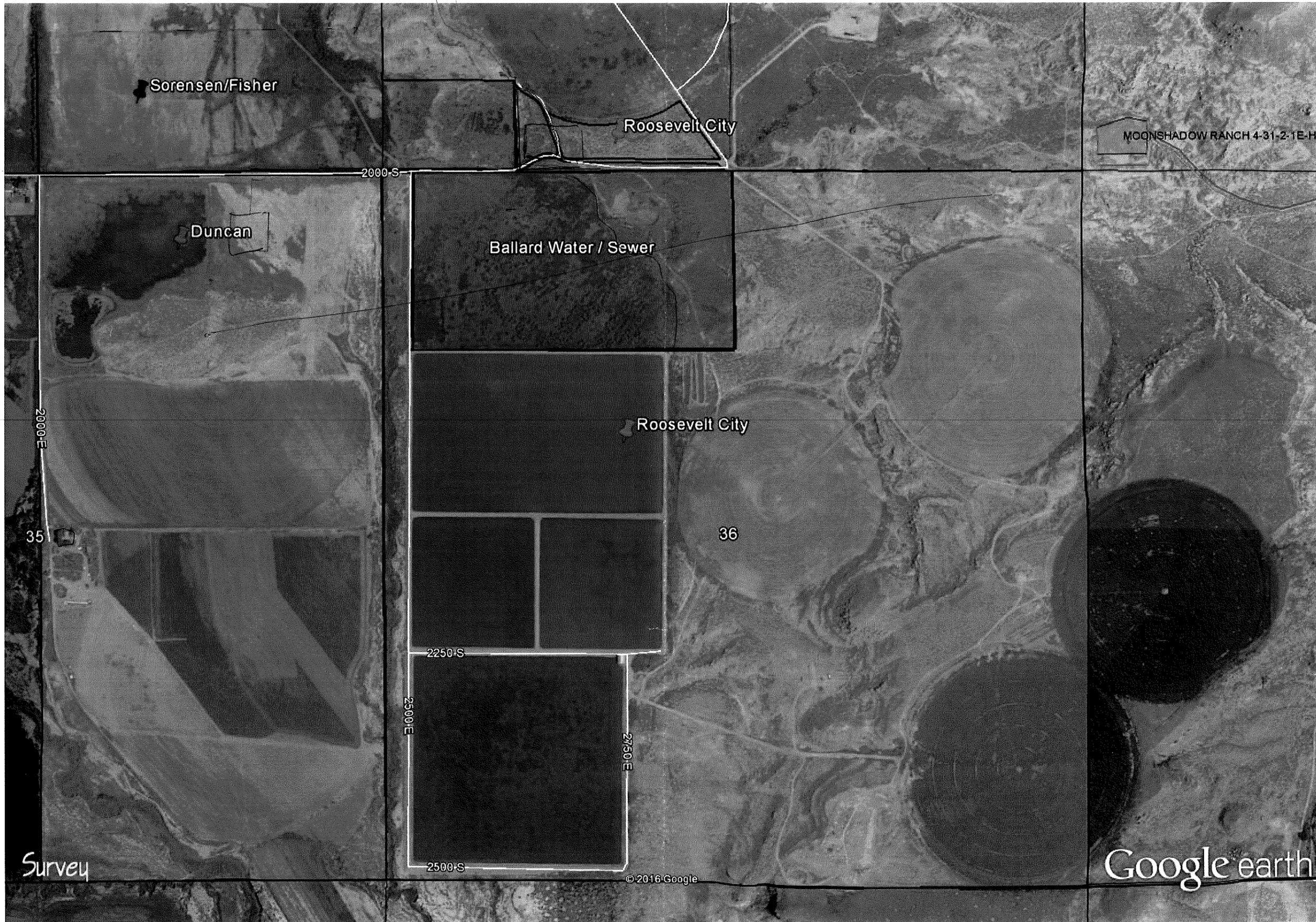
Google earth

feet
meters

1000

500





Google earth

miles
km





Ballard Water / Sewer

2000 S

2500 E

Survey

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Google earth

Google earth

feet
meters

2000

700

