

AGREEMENT

This Agreement ("Agreement") dated the 4th day of August, 2017, is by and between Cervi Enterprises, Inc., 30130 County Road 49, Greeley, CO 80631 ("Cervi") and Bonanza Creek Energy Operating Company, LLC, 410 17th Street, Suite 1400, Denver, CO 80202 ("Bonanza"). Cervi and Bonanza may be individually referred to herein as a "Party" and collectively as the "Parties". This Agreement shall be effective as of August 4th, 2017 (the "Effective Date").

Recitals

Cervi owns an interest in part or all of the surface estate depicted on Exhibit A (the "Property"), and Bonanza owns certain leasehold interests on the Property and other lands adjacent thereto. Bonanza desires to commence operations, as defined below, on the Property for those certain eight wells and their associated locations described in Exhibit B (each individually a "Well" and collectively, the "Wells") no later than August 14, 2017.

Agreement

Now therefore, for and in consideration of the covenants and agreements herein contained, the Parties agree as follows:

1. Agreement Limitations. The Parties acknowledge that this Agreement shall be limited insofar and only insofar as the Operations (defined below) pertain to each of the eight (8) Wells contemplated herein. This Agreement shall not affect the Parties' respective rights and obligations with respect to the surface estate, surface use, or leasehold interests, except as to the Wells contemplated and described herein.

2. Operations Areas. Exhibit B, pages B-1 through B-8, identifies the operations areas for the Wells ("Operations Areas"). Exhibit B also identifies the access easements from the Powerline Road, as such road is depicted on Exhibit A, to the Operations Areas identified on Exhibit B1 – B-8 ("Access Easements") for the Wells that are the subject of this Agreement.

3. Grant of Access. Cervi hereby grants Bonanza unrestricted access to and from the Operations Areas from Highway 34 on the Powerline Road and the Access Easements for Bonanza's operations, including the location-construction, exploration, drilling, stimulation, completion, reworking, equipping, production, maintenance, plugging and abandoning (collectively the "Operations"), insofar and only insofar as such Operations pertain to each of the Wells. Except for the Operations Areas, Powerline Road, and Access Easements, Bonanza shall not disturb the surface of the Property. Bonanza shall have the right to flare gas produced from the Wells.

4. Agreement Compensation. 

5. Temporary Water Line(s). Upon completion of a separate water agreement between Cervi and a third-party water supplier, Cervi agrees to allow Bonanza, or a third-party acting on behalf of Bonanza, the right to lay temporary water lines(s) on the surface of the Property for purposes of supplying fresh water to the Wells for the completion operations of each Well. Such lines shall be laid along the roads shown on Exhibit A. If a water agreement as described herein is not complete and/or the associated water lines are not in place or otherwise capable of supplying fresh water to the Wells in adequate time to assure Bonanza the ability to complete any Well on schedule, as determined by Bonanza, then Bonanza shall have the right to truck water to the Wells, in whole or in part.

6. Operational Requirements. Bonanza agrees to abide by The Ranch Rules described on Exhibit C (the "Ranch Rules").

7. Grant of Subsurface Easement. Bonanza is hereby granted a subsurface easement, during the term of this Agreement, for passage of the wellbore for each Well as depicted on Exhibit B-9, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the wellbore and all subsurface structures adjacent thereto. This easement is not intended to apply to any future wells drilled on the Property.

8. No Pits or Disposal. There shall be no pits or disposal of oilfield waste on the Property and there shall be no wells drilled thereon for injection of produced water, flow back fluids, or other liquid waste. No compressors shall be located on the Property. There shall be no underground gas storage or sequestration of any substances.

9. Fencing and Construction. Bonanza shall build pads in line with the following operational standards:

Pad construction and reclamation will be conducted following industry standard practices and will meet regulatory requirements with the exception of the below actions regarding topsoil that were specifically requested by Cervi.

- (i) Rule 1002.b.(2) of the Rules and Regulations of the Colorado Oil & Gas Conservation Commission ("COGCC") provides that operators shall separate and store the topsoil horizon on location prior to pad grading activities. Per Cervi's request, the Parties agree that topsoil will not be segregated and stockpiled on location and will instead be incorporated into the cut/fill during pad construction. Cervi agrees to evidence to the COGCC Cervi's express waiver of Rule 1002.b.(2) during the COGCC rule variance process for each location.
- (ii) Once a level pad has been constructed, four inches of a clay-like structural layer will be applied to the pad surface prior to road base application.
- (iii) Road base will be used as the final surface layer on the pad and will only be removed where necessary for interim and final reclamation activities.
- (iv) Following removal of road base during interim and final reclamation, Bonanza will incorporate the underlying clay material into the surface as a

beneficial amendment and will re-seed using a seed mix approved by Cervi.

Bonanza shall fence each wellsite before it begins any Operations, including constructing a pad on, or moving equipment or supplies on to, a wellsite. Bonanza shall thereafter adjust, move or replace the fence for the wellsite (including separators, tank batteries, and other surface equipment on that site) with a substantial fence consistent with the specifications set forth below. Bonanza shall install an access gate for each wellsite.

Permanent fences shall at a minimum consist of two and seven-eighths inch (2 7/8") diameter, one-quarter (1/4") inch walled steel pipe corner braces set three and one-half feet (3 1/2") deep in concrete, with intermediate steel t-posts spaced no more than twelve feet from each other and steel or hardwood stays spaced every four feet (4'), and five (5) strands of galvanized barbed wire stretched tight across the braces, posts and stays.

All fences and gates erected by Bonanza on the Property shall be capable of turning livestock, regardless of duration or purpose. Gates and cattle guards shall be a heavy weight, welded steel assembly stout enough to contain livestock and exclude predators. Gates shall be twelve feet (12') in width and fifty-six inches (56") tall. Cattle Guards shall be constructed of two and seven-eighths inch (2 7/8") diameter, one-quarter (1/4") inch walled steel pipe and be a minimum eight feet (8') in depth, sixteen feet (16') in width and have a minimum of 36" of soil removed from beneath each of them. Gates and cattle guards shall be painted to match the color of other gates on the Land.

- (i) On termination of this Agreement, all cattle guards and gates installed by Bonanza shall become Cervi's property.
- (ii) Bonanza's personnel shall promptly close and lock all gates they may use traveling to or from a wellsite or easement to prevent the escape or entrance of livestock through any open gates. Bonanza further agrees to comply with all reasonable rules and regulations imposed by Cervi with regard to opening and closing and locking all such gates.

10. Surface Equipment and Installations. Bonanza shall keep all surface equipment, facilities, and fixtures in a good state of repair. Bonanza shall adhere to COGCC rules regarding production equipment visual impact mitigation and containment sizing and construction. Bonanza shall only store unused equipment, materials, pipe or supplies on a wellsite as may be reasonably necessary for the conduct of current Operations on that site. Bonanza shall store all other equipment and materials at a yard or other location outside of the boundaries of the Property. Bonanza shall remove any unused chemicals and liquids, equipment, materials, pipe or supplies from a wellsite on the completion of its Operations.

11. Surface Condition. Bonanza shall keep all wellsites and easements clean and free of debris, foreign materials, garbage, litter, noxious weeds, refuse, trash and waste ("non-hazardous oilfield trash") at all times. Bonanza shall properly dispose of all hazardous materials and non-hazardous oil field trash. Bonanza shall not, under any circumstance, bury, burn or otherwise dispose of any debris, foreign materials, litter, noxious weeds and trash on the Property.

12. Environmental Safeguards. Bonanza shall employ the best available equipment to recycle volatile organic compounds from tanks and separators in order to minimize escape of

VOC's into the environment. Bonanza shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Property. Any spill of oil, grease, solvents, chemicals, or hazardous substances on the Property which are reportable to regulatory authorities under applicable law or regulations shall be reported within twenty-four (24) hours to Cervi by telephone, fax, or e-mail, to be followed by copies of written notices which Bonanza has filed with regulatory authorities within five (5) business days after such filing.

13. Storm Water and Erosion Control. Bonanza shall be responsible for complying with all federal, state and local regulations relating to storm water runoff, sediment, and erosion control and shall obtain storm water permit(s) for all of Bonanza's activities.

14. Employee Parking and Living Quarters. Bonanza's employees shall not park on the Property outside of the Operations Areas and are permitted to park in the Operations Areas only while conducting operations on behalf of Bonanza. No living quarters shall be constructed upon the Property, except that drilling crews and geologists or service personnel may use temporary trailers during drilling, completion, or reworking activities.

15. Compliance with Laws. Bonanza agrees to comply with and conform to all applicable laws, rules and regulations, including without limitation, the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, or other such agencies having jurisdiction over the Property.

16. No Release of Liability. This Agreement does not relieve Bonanza from liability due to spills or discharges of any hydrocarbons or toxic substance or hazardous chemicals or wastes, or from leaks or breaks in Bonanza's pipelines. Any pollution of the Property or groundwater due to spills or leaks of hydrocarbons, chemicals, produced water, or other oilfield waste, shall be reclaimed to the pre-contamination condition of the Property and/or groundwater.

17. Power Lines. There shall be no above ground power lines installed by Bonanza on the Property.

18. Water Quality and Quantity. Prior to commencement of its initial Operations on the Property under this Agreement, Bonanza, at its sole expense, shall conduct baseline testing of the water wells identified on Exhibit D in accordance with Rule [fill in rule number] of the COGCC. All test results will be provided to Cervi. In addition, Cervi shall be entitled to conduct tests at its cost and those results will be shared with Bonanza.

19. Indemnity. BONANZA SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS CERVI FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, CLAIMS, DEMANDS, COSTS AND EXPENSES OF WHATSOEVER NATURE, INCLUDING COURT COSTS AND ATTORNEY'S FEES, WHICH MAY RESULT FROM INJURY TO OR DEATH OF ANY PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY HOWEVER CAUSED, WHICH IN ANY WAY WHATEVER IS DUE TO OR ARISES BECAUSE OF BONANZA'S ACTS OR OMISSIONS AND BREACH(ES) OF THIS AGREEMENT WHILE PRESENT ON, OCCUPYING OR USING THE LANDS PURSUANT TO BONANZA'S OIL AND GAS RIGHTS, EXCEPT TO THE EXTENT THAT SUCH LIABILITY, LOSS, DAMAGE, CLAIM, DEMAND, COST AND EXPENSE ARISES AS A RESULT OF CERVI'S NEGLIGENCE OR WILLFUL MISCONDUCT.

CERVI SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS BONANZA AND ITS EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, CLAIMS, DEMANDS, COSTS AND EXPENSES OF WHATSOEVER NATURE DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CERVI.

20. Insurance. Throughout the term of this Leasehold Agreement, Bonanza and Bonanza's contractors and subcontractors conducting Operations on the Property shall obtain and maintain at least the following minimum types and amounts of insurance: (a) worker's compensation and employer's liability, including (i) statutory workman's compensation insurance meeting or exceeding the minimum statutory requirements for Colorado, (ii) employer's liability insurance, with the following coverage and minimum limits (aa) bodily injury by accident \$1,000,000.00 each accident, (bb) bodily injury by disease \$1,000,000.00 each employee, and (cc) bodily injury by disease \$1,000,000.00 aggregate, and (iii) alternate employer/borrowed servant; (b) general comprehensive liability insurance, the limits of the liability of such policy to be not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury and property damage, premises/operations, independent contractors, personal and advertising injury, products, completed operations, blanket contractual liability, blowout and cratering, explosion, collapse and underground, sudden and accidental pollution liability; (c) commercial automobile liability with bodily injury and property damage combined single limit of \$1,000,000.00 per occurrence, including (aa) owned, hired and non-owned vehicles and (bb) automobile pollution liability; (d) control of well and Bonanza's extra expense with limits of \$20,000,000.00 per occurrence; and (e) commercial umbrella liability (occurrence form) with limits of \$10,000,000.00 per occurrence and \$10,000,000.00 aggregate.

21. Miscellaneous Provisions.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

(b) Confidentiality. Cervi agrees to keep, and to ensure that Cervi's representatives keep, the amount of consideration agreed to and paid by Bonanza under this Agreement confidential, and neither Cervi nor Cervi's representatives shall disclose this information without the advance written consent of Bonanza.

(c) Counterpart Execution. This Agreement may be executed in counterparts, no one of which needs to be executed by all Parties, or may be ratified or consented to by separate instrument, in writing, specifically referring to the Agreement, and shall be binding upon all Parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

(d) Entire Agreement. This Agreement represents the entire agreement and understanding among the Parties with respect to the subject matter of this Agreement; supersedes any and all prior oral and written agreements, arrangements and understandings among the Parties with respect to such subject matter; and can be amended, supplemented or changed, and any provision hereof can be waived, only by a written instrument making specific reference to this Agreement signed by the Party against whom enforcement of

any such amendment, supplement, modification or waiver is sought. Execution of this Agreement in no way governs or sets precedent for future negotiations regarding issues that are not the subject matter of this Agreement.

(e) No Third-Party Benefit. Cervi acknowledges that this Agreement does not confer to Cervi any third-party rights or benefits in any other agreement or understanding concerning the Property, leases, or assets, and expressly agrees that with respect to this Agreement it will not claim or assert any right or benefit to any agreement concerning the Property, leases, or assets to which it is not a party.

(f) Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, notwithstanding the restrictions on assignment set forth above: (i) either Party may assign this Agreement to any of its affiliates without the consent of the other Party, (ii) Bonanza, without the consent of Cervi, may assign this Agreement as security in connection with arranging financing for Bonanza or any of its affiliates or upon enforcement of any such security; and (iii) either Party, without the consent of the other Party, may assign this Agreement to a successor entity (whether by merger, by consolidation, or by sale of substantially all the assets of such Party).

(g) Partial Invalidity. If at any time subsequent to the date of this Agreement, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

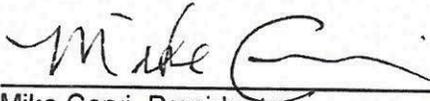
(h) No Waiver. The failure of any Party at any time or times to require performance of any provision this Agreement shall not affect the right at a later time to enforce the same. No waiver by any Party of any condition, and no breach of any provision, term, or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such condition or of the breach of any other provision, term or covenant of this Agreement.

(i) Term. Each Party covenants and agrees that it shall strictly observe the terms and conditions regarding surface occupancy set forth in this Agreement. This Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall continue in full force and effect until both (i) Bonanza has permanently ceased Operations on the Property with respect to the Wells, and (ii) has plugged and abandoned all of the Wells and conducted reclamation in accordance with applicable Colorado Oil and Gas Conservation Commission ("COGCC") Rules and Regulations, except that any release, discharge or indemnity from and against liability contained herein with respect to Operations on the Wells shall survive the expiration of this Agreement.

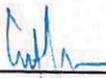
(j) Consents and Waivers. Cervi hereby waives any and all notice periods under COGCC Rules 305 and 318 with respect to the eight Wells and agrees to execute any waiver or consent documents needed to further evidence such waiver. This provision is not intended to apply to any future wells drilled on the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CERVI ENTERPRISES, INC.

By: 
Mike Cervi, President

**BONANZA CREEK ENERGY OPERATING
COMPANY, LLC**

By: 
Curt Moore 
Senior Vice President, Land 

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

This instrument was acknowledged before me this 8th day of August, 2017, by Mike Cervi as President of Cervi Enterprises, Inc.

WITNESS MY HAND AND OFFICIAL SEAL.

Wendy Woerner
Notary Public

My commission expires: NOV 28, 2020

WENDY C. WOERNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124070551
MY COMMISSION EXPIRES NOV. 28. 2020

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this 7th day of August, 2017, by Curt Moore as Vice President, Land, of Bonanza Creek Energy Operating, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

Roberta L. Louis
Notary Public

My commission expires: 10/17/2020

ROBERTA L. LOUIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934012121
MY COMMISSION EXPIRES OCTOBER 17, 2020

Exhibit A

Attached to and by reference made a part of that certain Letter Agreement dated August 4th, 2017, by and between Cervi Enterprises, Inc and Bonanza Creek Energy Operating Company, LLC.

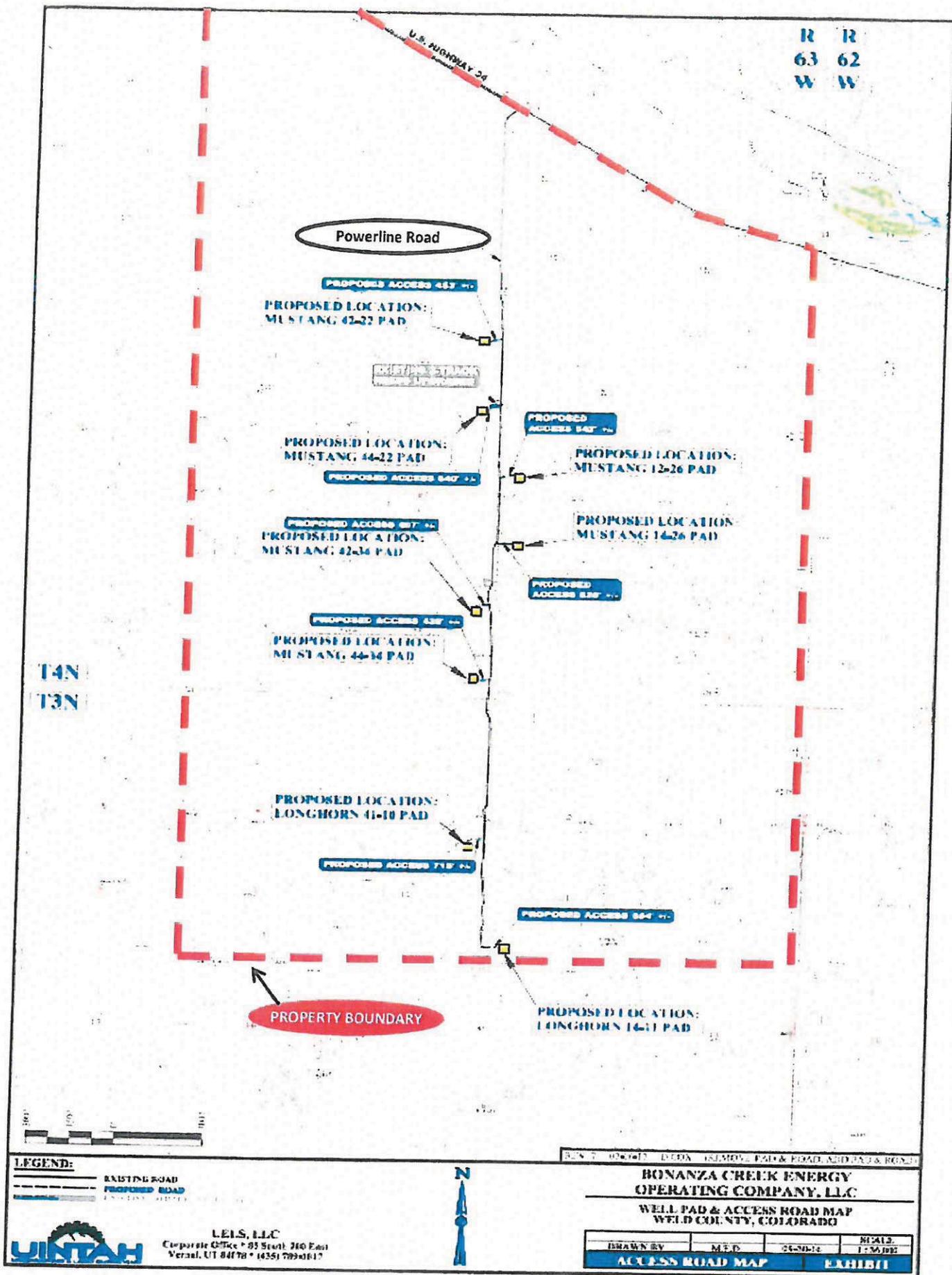
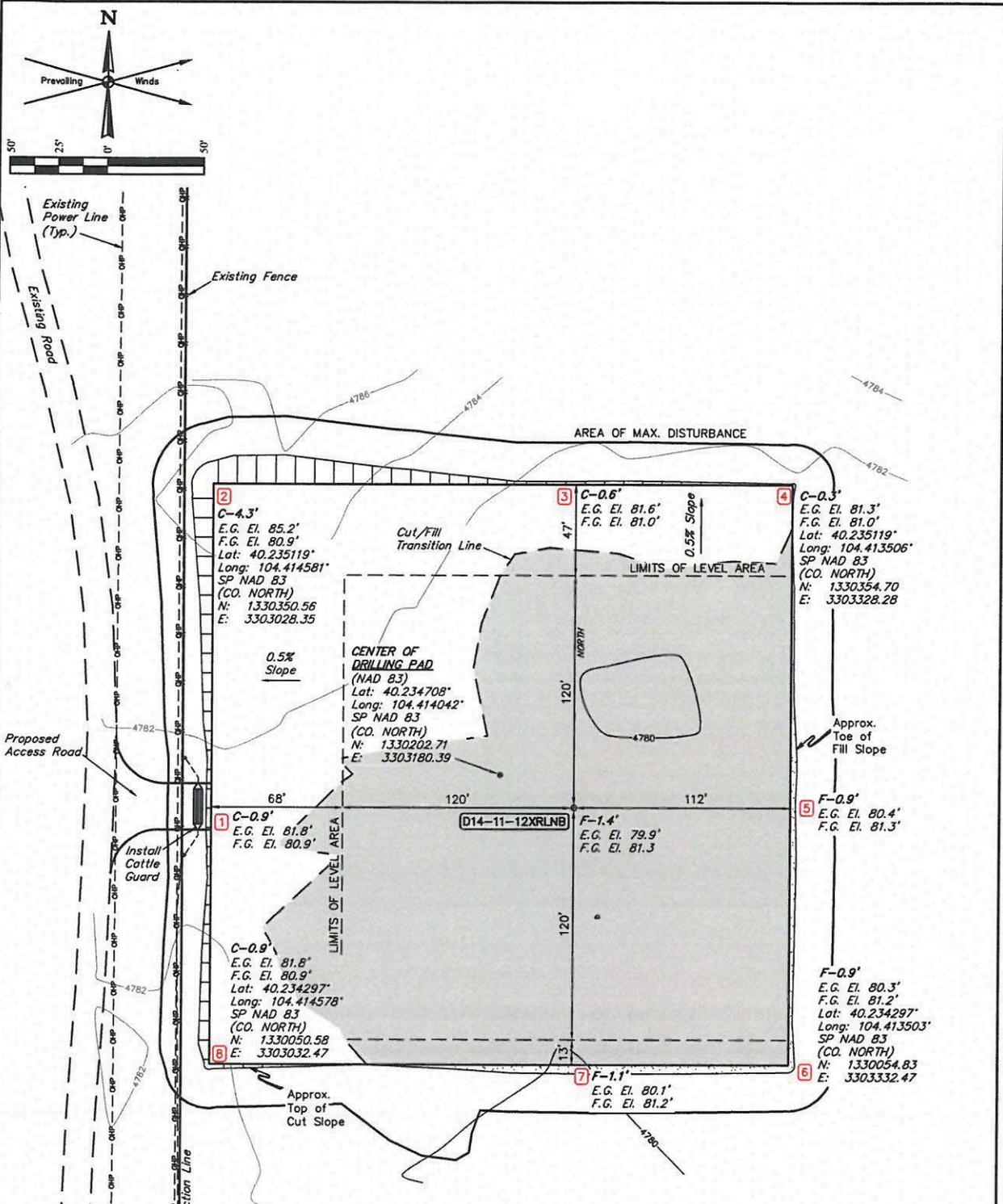


Exhibit B

Attached to and by reference made a part of that certain Letter Agreement dated August ~~4th~~, 2017, by and between Cervi Enterprises, Inc and Bonanza Creek Energy Inc.

Locations Included on the Following Pages:

Page B-1	Longhorn 14-11 Pad
Page B-2	Mustang 44-22 Pad
Page B-3	Longhorn 41-10 Pad
Page B-4	Mustang 44-34 Pad
Page B-5	Mustang 42-34 Pad
Page B-6	Mustang 14-26 Pad
Page B-7	Mustang 12-26 Pad
Page B-8	Mustang 42-22 Pad
Page B-9	Wellbore Map



FINISHED GRADE ELEVATION @ WELLHEAD = 4781.3'

APPROXIMATE EARTHWORK QUANTITIES	
(6") TOPSOIL STRIPPING	0 Cu. Yds.
REMAINING LOCATION	1,390 Cu. Yds.
TOTAL CUT	1,390 Cu. Yds.
FILL	1,420 Cu. Yds.
DEFICIT MATERIAL	< 30 Cu. Yds. >
TOPSOIL	0 Cu. Yds.
DEFICIT UNBALANCE (After Interns Rehabilitation)	30 Cu. Yds.

REV: 3 08-11-17 D.COX (PAD MOVE)

APPROXIMATE SURFACE DISTURBANCE AREAS		
	DISTANCE	ACRES
WELL SITE AREA OF MAX. DISTURBANCE	NA	±2.801
30' WIDE ACCESS ROAD R-O-W DISTURBANCE	51'	±0.035
TOTAL SURFACE USE AREA		±2.836

WELL TABULATION	
D14-11-12XRLNB	693' FSL 203' FWL

NOTE: Earthwork calculations require a fill of 1.4' @ the location stake for balance. All fill is to be compacted to a minimum of 95% of the maximum dry density obtained by AASHTO method t-99.

- NOTES:**
- Contours shown at 2' intervals.
 - Fill quantity includes 5% for compaction.
 - Calculations based on 6" of topsoil stripping.
 - Cut slopes 3:1 (Typ.).
 - Fill slopes 4:1 (Typ.).
 - Deficit material to be obtained from access road construction.



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

BONANZA CREEK ENERGY OPERATING COMPANY, LLC

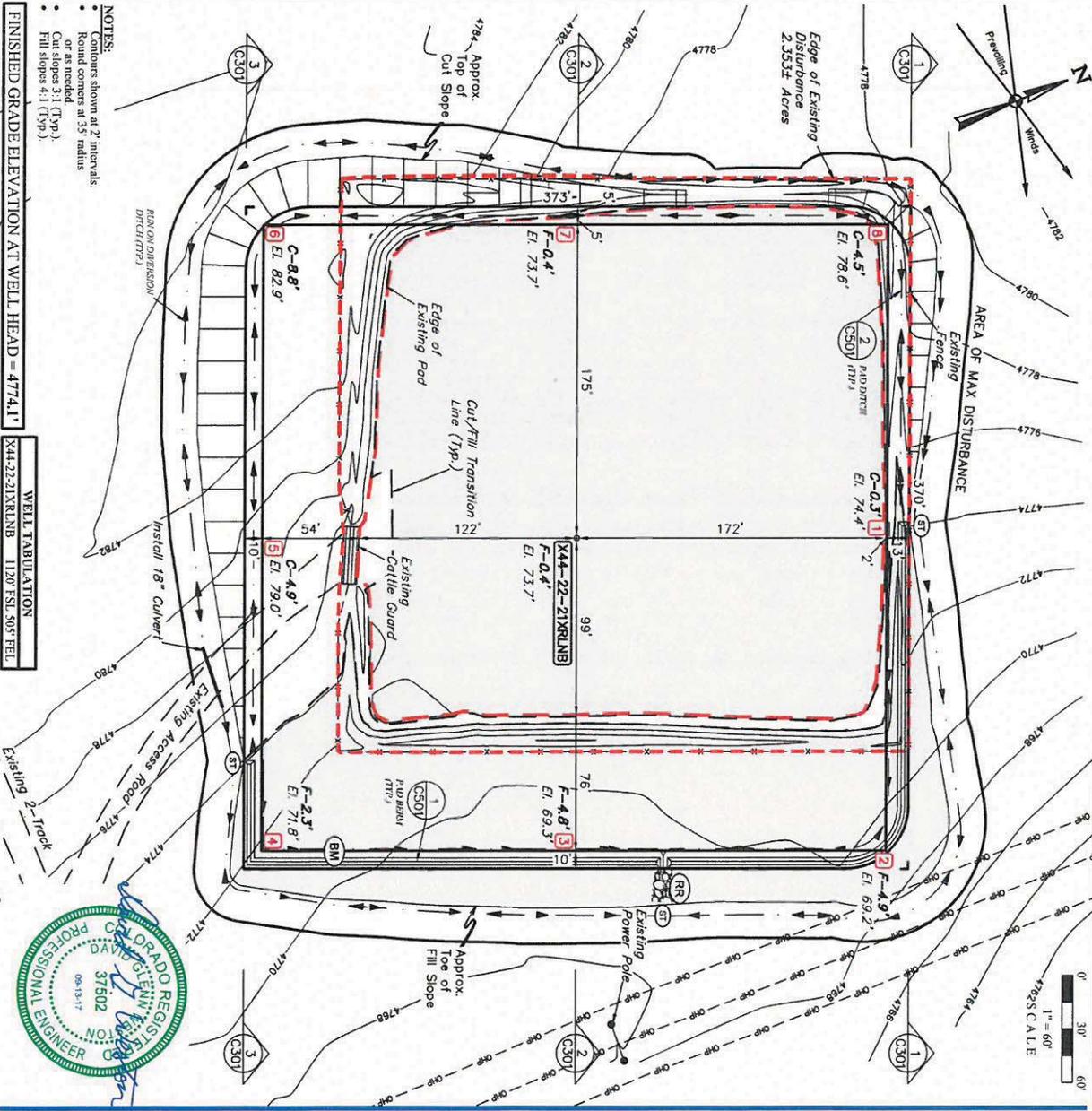
LONGHORN 14-11 PAD
SW 1/4 SW 1/4, SECTION 11, T3N, R63W, 6th P.M.
WELD COUNTY, COLORADO

SURVEYED BY	GREG WEIMER, C.T.	05-17-17	SCALE
DRAWN BY	D.COX	05-18-17	1" = 50'

INITIAL PLAT

SITE GRADING NOTES

1. GRADING AND EARTHWORK ARE TO BE ACCOMPLISHED AS SHOWN IN THE CIVIL ENGINEERING DRAWINGS, AND AS REQUIRED BY UNPAVED FIELD CONDITIONS WITH EXISTING PIPELINE AND OTHER FACILITIES. EXISTING GRADING IS TO BE MAINTAINED WHEREVER POSSIBLE. GRADE AND SHAPE THE PADS TO THE LINES AND GRADES SHOWN ON THE PLAN AND PROFILE SHEETS OR AS DIRECTED IN THE FIELD BY THE BONANZA CREEK REPRESENTATIVE. CHANGES TO THE PLANS REQUIRE APPROVAL BY THE BONANZA CREEK REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE TO LOCATE OR HAVE LOCATED ALL EXISTING UTILITIES IN THE PROJECT AREA.
3. PROTECT ADJACENT PROPERTY, EXISTING FACILITIES & UTILITIES FROM DAMAGE DURING SITEWORK. PROTECT ALL EXISTING PAVING NOT WITHIN THE LIMITS OF CONSTRUCTION FROM DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH BONANZA CREEK'S STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.
5. TOPSOIL SHALL BE REMOVED FROM THE GRADING AREA AND STOCKPILED AS SHOWN ON THE PLANS. REFER TO THE STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION FOR MORE DETAILS.
6. THE PAD SUB-GRADE SHALL BE CONSTRUCTED USING NATIVE MATERIAL SELECTED FROM EXCAVATION. AFTER ROUGH GRADE HAS BEEN ESTABLISHED PROOFROLL EXPOSED SUB-GRADE WITH APPROVED EQUIPMENT TO CHECK FOR POCKETS OF SOFT MATERIAL. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
7. THE PROPOSED WELL PAD SUB-GRADE WILL BE APPROXIMATELY 8" LOWER THAN THE FINISHED PAD ELEVATION. THIS SUB-GRADE ELEVATION ALLOW FOR 8" OF CLASS 5 ROAD BASE TO PLATE THE PAD.
8. CUTS AND FILLS INDICATED ON THE PLAN ARE TO THE TOP OF SUB-GRADE.
9. THE ENTIRE PROPOSED PAD & ACCESS ROAD SHALL BE PLATED WITH 8" OF COMPACTED CLASS 5 ROAD BASE AFTER THE SUB-GRADE HAS BEEN APPROVED BY A BONANZA CREEK REPRESENTATIVE. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
10. SITE EARTHWORK QUANTITIES
 - 10.1. PROPOSED WELL PAD
 - 10.1.1. CUT: 6,200 CU YDS
 - 10.1.2. FILL NATIVE: 6,200 CU YDS (SEE NOTE 11)
 - 10.1.3. EXCESS MATERIAL: 0 CU YDS (SEE NOTE 12)
 - 10.2. PAD PLATING (WELL PAD & ACCESS ROAD SURFACING)
 - 10.2.1. CLASS 5 ROAD BASE: 790 CU YDS (SEE NOTE 9)
11. THE FILL QUANTITY SHOWN INCLUDES A 5% INCREASE (WELL PAD) AND 10% INCREASE (ACCESS ROAD) IN MATERIAL TO ACCOUNT FOR CONSOLIDATION DURING COMPACTION FOR CONSTRUCTION.
12. THE EXTRA MATERIAL FROM THE WELL PAD CONSTRUCTION WILL BE USED TO CONSTRUCT THE ACCESS ROAD.
13. DISTURBED AREAS
 - 13.1. PROPOSED EXPANSION DISTURBANCE: 42,007 ACRES
 - 13.2. EXISTING DISTURBANCE: 42,333 ACRES
 - 13.3. TOTAL DISTURBANCE: 84,340 ACRES



- NOTES:**
- Contours shown at 2' intervals or as needed.
 - Round corners at 35' radius.
 - Cut slopes 3:1 (Typ).
 - Fill slopes 4:1 (Typ).

FINISHED GRADE ELEVATION AT WELL HEAD = 4774.1'

WELL FABRICATION: X44-22-21XR1NB 1120 FSL 505' FEL



REV	DATE	BY	REVISIONS

SITE GRADING PLAN

SCALE: 1"=60'

DRAWN BY: SLW

DATE DRAWN: 09-13-17

DESIGNER: B - 6.2.9.6

PROJ. NO. BONON-17-11-001

BONANZA CREEK ENERGY OPERATING COMPANY, LLC

MUSTANG 44-22 PAD
PROPOSED WELL PAD
SECTION 22, T4N, R63W, 6TH P.M.
WELD COUNTY, COLORADO

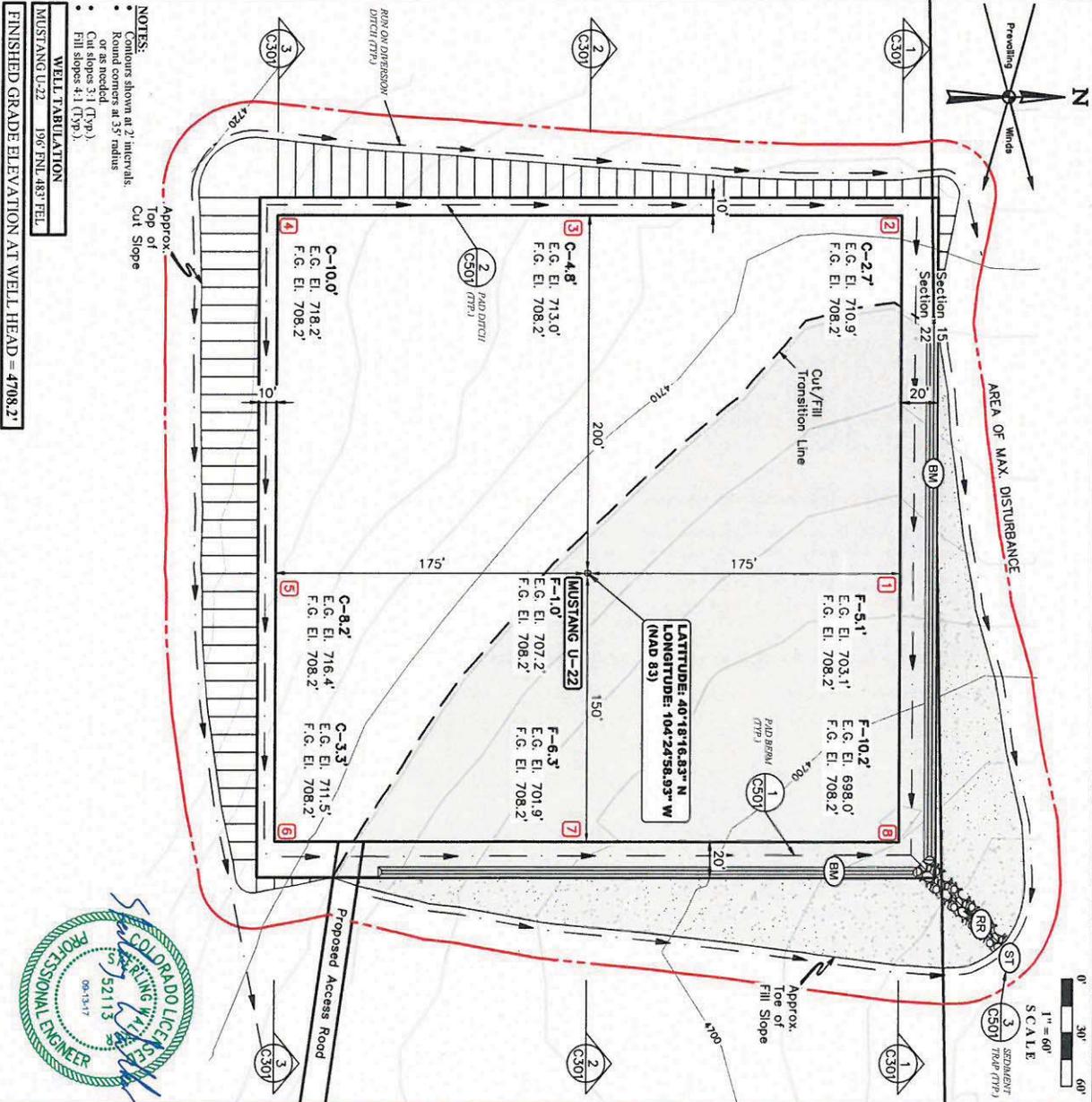
JINTAH
ENGINEERING & LAND SERVICES

85 South 200 East
Vernal, UT 84078
O: 435.789.1017
www.jintaheng.com

- SINCE 1964 -

SITE GRADING NOTES

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2. THE CONTRACTOR IS RESPONSIBLE TO LOCATE OR HAVE LOCATED ALL EXISTING UTILITIES IN THE PROJECT AREA.
3. PROTECT ADJACENT PROPERTY, EXISTING FACILITIES & UTILITIES FROM DAMAGE DURING SITEWORK. PROTECT ALL EXISTING PAVING NOT WITHIN THE LIMITS OF CONSTRUCTION FROM DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH BONANZA CREEK'S STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.
5. TOPSOIL SHALL BE REMOVED FROM THE GRADING AREA AND STOCKPILED AS SHOWN ON THE PLANS. REFER TO THE STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION FOR MORE DETAILS.
6. THE PAD SUB-GRADE SHALL BE CONSTRUCTED USING NATIVE MATERIAL SELECTED FROM EXCAVATION. AFTER ROUGH GRADE HAS BEEN ESTABLISHED PROOFROLL EXPOSED SUBGRADE WITH APPROVED EQUIPMENT TO CHECK FOR POCKETS OF SOFT MATERIAL. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
7. THE PROPOSED WELL PAD SUB-GRADE WILL BE APPROXIMATELY 8" LOWER THAN THE FINISHED PAD ELEVATION. THIS SUB-GRADE ELEVATION ALLOW FOR 8" OF CLASS 5 ROAD BASE TO PLAYE THE PAD.
8. CUTS AND FILLS INDICATED ON THE PLAN ARE TO THE TOP OF SUB-GRADE.
9. THE ENTIRE PROPOSED PAD & ACCESS ROAD SHALL BE PLAYED WITH 8" OF COMPACTED CLASS 5 ROAD BASE AFTER THE SUB-GRADE HAS BEEN APPROVED BY A BONANZA CREEK REPRESENTATIVE. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
10. SITE EARTHWORK QUANTITIES
 - 10.1. PROPOSED WELL PAD
 - 10.1.1. CUT: 15,280 CU YDS
 - 10.1.2. FILL (NATIVE): 15,280 CU YDS (SEE NOTE 11)
 - 10.1.3. EXCESS MATERIAL: 0 CU YDS (SEE NOTE 12)
 - 10.2. PROPOSED ACCESS ROAD
 - 10.2.1. CUT: 30 CU YDS
 - 10.2.2. FILL (NATIVE): 30 CU YDS (SEE NOTE 11)
 - 10.2.3. REQUIRED MATERIAL: 0 CU YDS (SEE NOTE 12)
 - 10.3. PAD PLAYING (WELL PAD & ACCESS ROAD SURFACING)
 - 10.3.1. CLASS 5 ROAD BASE: 3,095 CU YDS (SEE NOTE 9)
11. THE TLL QUANTITY SHOWN INCLUDES A 5% INCREASE (WELL PAD) AND 10% INCREASE (ACCESS ROAD) IN MATERIAL TO ACCOUNT FOR CONSOLIDATION DURING COMPACTION FOR CONSTRUCTION.
12. THE EXTRA MATERIAL FROM THE WELL PAD CONSTRUCTION WILL BE USED TO CONSTRUCT THE ACCESS ROAD.
13. DISTURBED AREAS
 - 13.1. NEW WELL PAD DISTURBANCE: 43,024 ACRES
 - 13.2. NEW ACCESS ROAD DISTURBANCE: 40,130 ACRES
 - 13.3. TOTAL DISTURBANCE: 83,154 ACRES



BONANZA CREEK ENERGY OPERATING COMPANY, LLC

**MUSTANG U-22 PAD
PROPOSED WELL PAD**

SEC. 22, T4N, R63W, 6TH P.M.
WELD COUNTY, COLORADO

UNTAH
ENGINEERING AND SURVEYING

85 South 200 East
Vernal, UT 84078
O: 435.789.1017
www.untahgroup.com

- SINCE 1964 -

SCALE: 1"=60'

DRAWN BY: S.L.W.

DATE: 08/15/17

DESIGNER: S.L.W.

PROJECT NO.: 17-11-0068

REV	DATE	BY	REVISIONS
1	08-15-17	S.L.W.	PAD & WELL LOC.

SHEET

C101

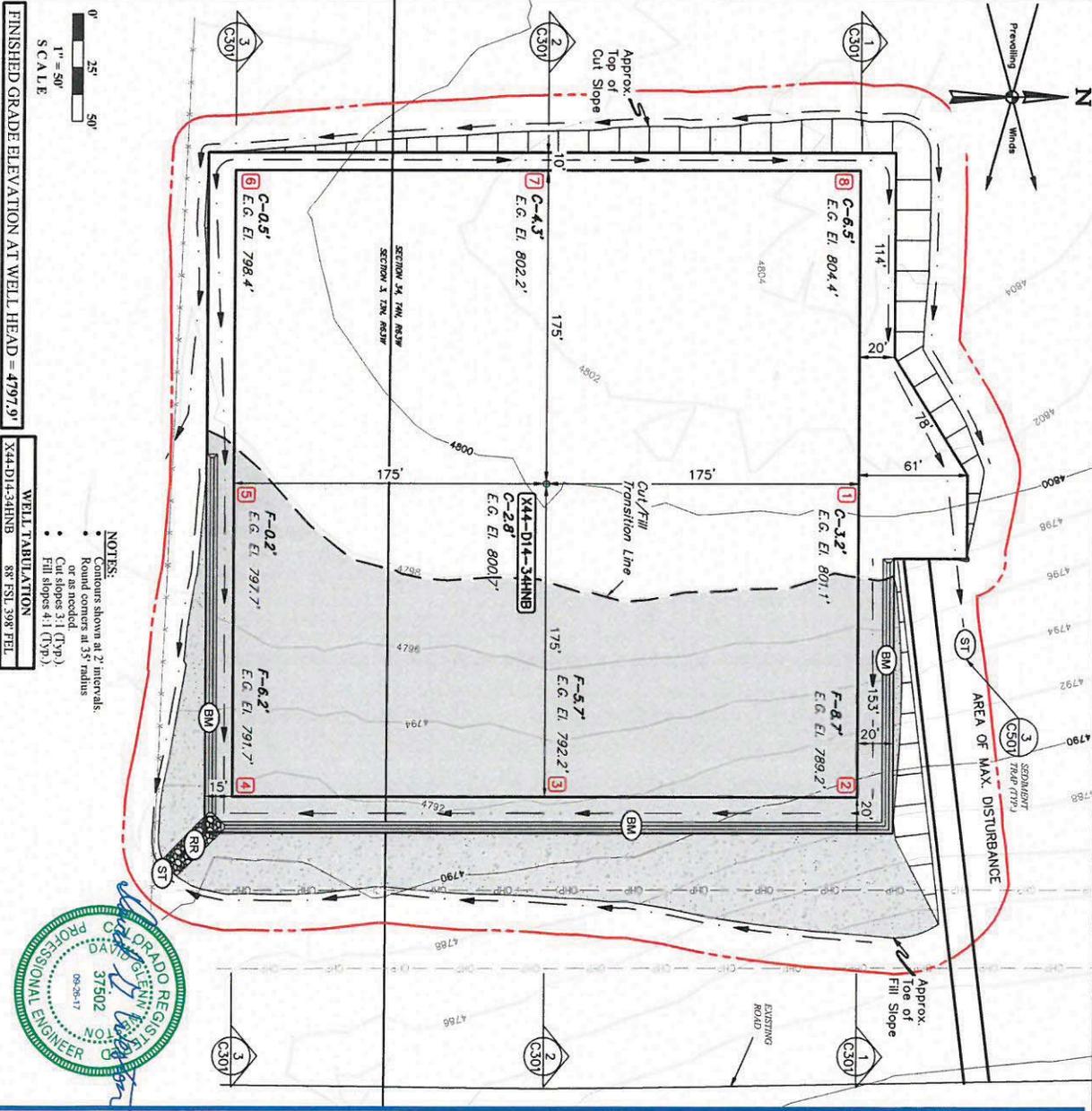
PROFESSIONAL ENGINEER

52113

08-15-17

SITE GRADING NOTES

1. GRADING AND EARTHWORK ARE TO BE ACCOMPLISHED AS SHOWN IN THE CIVIL ENGINEERING DRAWINGS, AND AS REQUIRED BY UNANTICIPATED FIELD CONDITIONS WITH EXISTING PIPELINE AND OTHER FACILITIES. EXISTING GRADING IS TO BE MAINTAINED WHEREVER POSSIBLE. GRADE AND SHAPE THE PADS TO THE LINES AND GRADES SHOWN ON THE PLAN AND PROFILE SHEETS OR AS DIRECTED IN THE FIELD BY THE BONANZA CREEK REPRESENTATIVE. ANY CHANGES TO THE PLANS REQUIRE APPROVAL BY THE BONANZA CREEK REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE TO LOCATE OR HAVE LOCATED ALL EXISTING UTILITIES IN THE PROJECT AREA.
3. PROTECT ADJACENT PROPERTY, EXISTING FACILITIES & UTILITIES FROM DAMAGE DURING SITEWORK. PROTECT ALL EXISTING PAVING NOT WITHIN THE LIMITS OF CONSTRUCTION FROM DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH BONANZA CREEK'S STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.
5. TOPSOIL SHALL BE REMOVED FROM THE GRADING AREA AND STOCKPILED AS SHOWN ON THE PLANS. REFER TO THE STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION FOR MORE DETAILS.
6. THE PAD SUB-GRADE SHALL BE CONSTRUCTED USING NATIVE MATERIAL SELECTED FROM EXCAVATION. AFTER ROUGH GRADE HAS BEEN ESTABLISHED, PROCEED WITH EXPOSED SUBGRADE WITH APPROVED EQUIPMENT TO CHECK FOR POCKETS OF SOFT MATERIAL. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
7. THE PROPOSED WELL PAD SUB-GRADE WILL BE APPROXIMATELY 8" LOWER THAN THE FINISHED PAD ELEVATION. THIS SUB-GRADE ELEVATION ALLOWS FOR 8" OF CLASS 5 ROAD BASE TO PLATE THE PAD.
8. CUTS AND FILLS INDICATED ON THE PLAN ARE TO THE TOP OF SUB-GRADE.
9. THE ENTIRE PROPOSED PAD & ACCESS ROAD SHALL BE PLATED WITH 8" OF COMPACTED CLASS 5 ROAD BASE AFTER THE SUB-GRADE HAS BEEN APPROVED BY A BONANZA CREEK REPRESENTATIVE. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
10. SITE EARTHWORK QUANTITIES
 - 10.1. PROPOSED WELL PAD
 - 10.1.1. CUT: 11,310 CU YDS
 - 10.1.2. FILL (NATIVE): 11,480 CU YDS (SEE NOTE 11)
 - 10.1.3. REQUIRED MATERIAL: 190 CU YDS (SEE NOTE 12)
 - 10.2. PROPOSED ACCESS ROAD
 - 10.2.1. CUT: 290 CU YDS
 - 10.2.2. FILL (NATIVE): 100 CU YDS (SEE NOTE 11)
 - 10.2.3. EXCESS MATERIAL: 190 CU YDS (SEE NOTE 11)
 - 10.3. PAD PLAYING WELL PAD & ACCESS ROAD SURFACING
 - 10.3.1. CLASS 5 ROAD BASE: 3,185 CU YDS (SEE NOTE 9)
11. THE FILL QUANTITY SHOWN INCLUDES A 5% INCREASE (WELL PAD) AND 10% INCREASE (ACCESS ROAD) IN MATERIAL TO ACCOUNT FOR CONSOLIDATION DURING COMPACTION FOR CONSTRUCTION.
12. EXTRA MATERIAL FROM THE ROAD WILL BE USED TO CONSTRUCT THE WELL PAD.
13. DISTURBED AREAS
 - 13.1. NEW WELL PAD DISTURBANCE: 45,004 ACRES
 - 13.2. NEW ACCESS ROAD DISTURBANCE: 49,201 ACRES
 - 13.3. TOTAL DISTURBANCE: 94,205 ACRES



- NOTES:
- Contours shown at 2' intervals.
 - Round corners at 35' radius.
 - Cut slopes 3:1 (15p).
 - Fill slopes 4:1 (15p).

WELL TABULATION

X44-D14-34HNB	88' E.S. 398' TEL.
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SCALE:	DRAWN BY: S.L.W.
	DATE: 09/20/17
	USER: S.L.W. 8-6-3-0-5
	PROJ. NO.: 09020-17-0090

REV	DATE	BY	REVISIONS
1	5/8/17	S.L.W.	REV. ACCESS ROAD
2	5/8/17	S.L.W.	REV. ACCESS ROAD
3	5/8/17	S.L.W.	REV. ACCESS ROAD
4	5/8/17	S.L.W.	ISSUE FOR CONST.

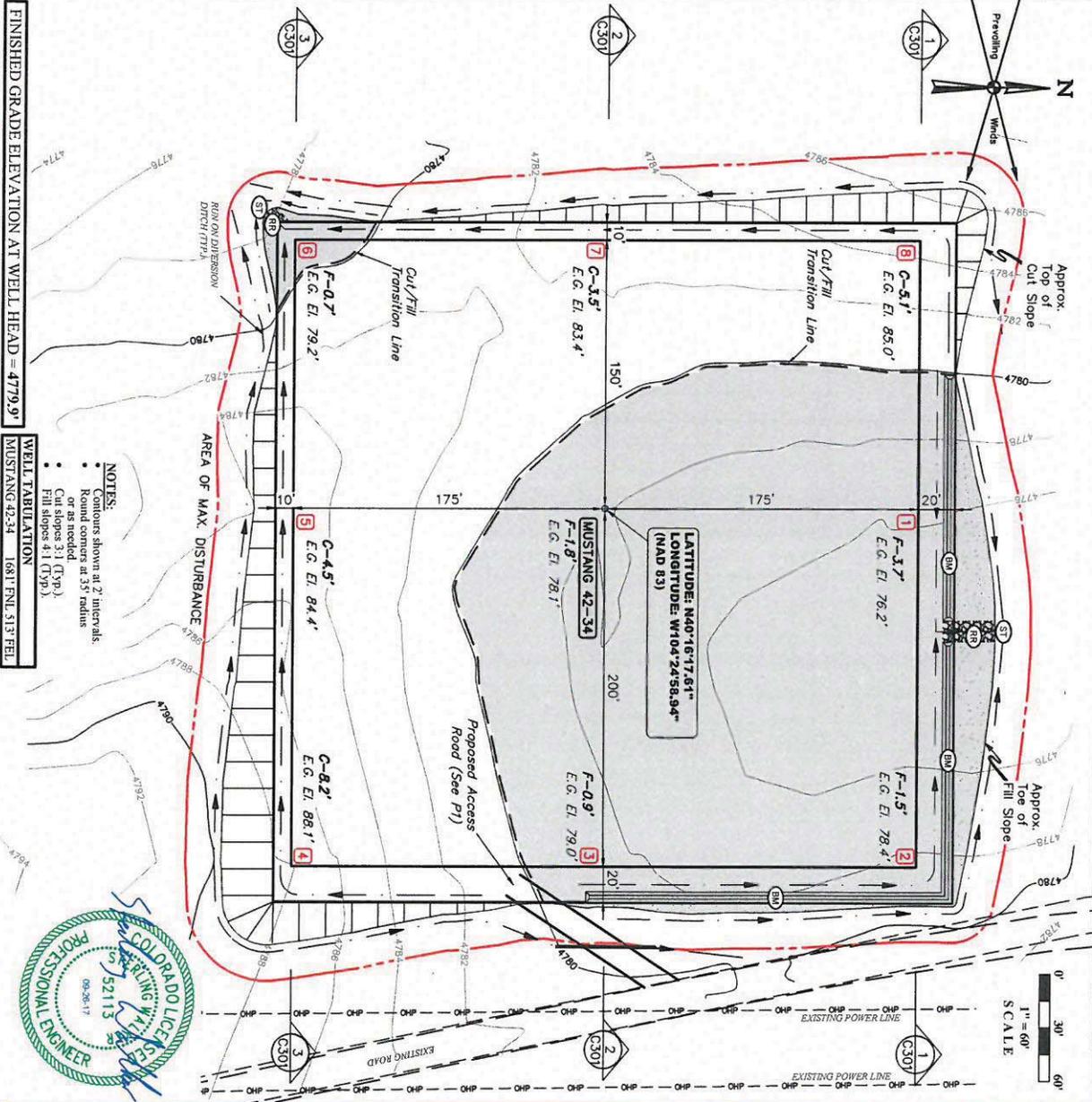
BONANZA CREEK ENERGY OPERATING COMPANY, LLC
MUSTANG Y-34 PAD
PROPOSED WELL PAD
SECTION 34, T4N, R63W, 6TH P.M.
WELD COUNTY, COLORADO

UNTAH
 ENGINEERING LAND SURVEYING
 85 South 200 East
 Vernal, UT 84078
 O: 435.789.1017
 www.untaheng.com
 -SINCE 1964-

SHEET
C101

SITE GRADING NOTES

1. GRADING AND EARTHWORK ARE TO BE ACCOMPLISHED AS SHOWN IN THE CIVIL ENGINEERING DRAWINGS AND AS REQUIRED BY QUANTIFIED FIELD CONDITIONS WITH EXISTING PIPELINE AND OTHER FACILITIES. EXISTING GRADINGS TO BE MAINTAINED WHEREVER POSSIBLE. GRADE AND SHAPE THE PADS TO THE LINES AND GRADES SHOWN ON THE PLAN CHECK REPRESENTATIVE CHANGES TO THE PLANS REQUIRE APPROVAL BY THE BONANZA CREEK REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE TO LOCATE OR HAVE LOCATED ALL EXISTING UTILITIES IN THE PROJECT AREA.
3. PROTECT ADJACENT PROPERTY, EXISTING FACILITIES & UTILITIES FROM DAMAGE DURING SITEWORK. PROTECT ALL EXISTING PAVING NOT WITHIN THE LIMITS OF CONSTRUCTION FROM DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH BONANZA CREEK'S STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.
5. TOPSOIL SHALL BE REMOVED FROM THE GRADING AREA AND STOCKPILED AS SHOWN ON THE PLANS. REFER TO THE STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION FOR MORE DETAILS.
6. THE PAD SUB-GRADE SHALL BE CONSTRUCTED USING NATIVE MATERIAL SELECTED FROM EXCAVATION AFTER ROUGH GRADE HAS BEEN ESTABLISHED. PROCEED WITH EXPOSED SUBGRADE WITH APPROVED EQUIPMENT TO CHECK FOR ROCKETS OR SOFT MATERIAL. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
7. THE PROPOSED WELL PAD SUB-GRADE WILL BE APPROXIMATELY 8" LOWER THAN THE FINISHED PAD ELEVATION. THIS SUB-GRADE ELEVATION ALLOW FOR 8" OF CLASS 5 ROAD BASE TO FLAKE THE PAD.
8. CUTS AND FILLS INDICATED ON THE PLAN ARE TO THE TOP OF SUB-GRADE.
9. THE ENTIRE PROPOSED PAD & ACCESS ROAD SHALL BE PLATED WITH 8" OF COMPACTED CLASS 5 ROAD BASE AFTER THE SUB-GRADE HAS BEEN APPROVED BY A BONANZA CREEK REPRESENTATIVE. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
10. SITE EARTHWORK QUANTITIES
 - 10.1. PROPOSED WELL PAD
 - 10.1.1. CUT: 7.780 CU YDS
 - 10.1.2. FILL (NATIVE): 7.793 CU YDS (SEE NOTE 11)
 - 10.1.3. REQUIRED MATERIAL: 15 CU YDS (SEE NOTE 12)
 - 10.2. PROPOSED ACCESS ROAD
 - 10.2.1. CUT: 20 CU YDS
 - 10.2.2. FILL (NATIVE): 5 CU YDS (SEE NOTE 11)
 - 10.2.3. EXCESS MATERIAL: 15 CU YDS (SEE NOTE 12)
 - 10.3. PAD PLAYING (WELL PAD & ACCESS ROAD SURFACING)
 - 10.3.1. CLASS 5 ROAD BASE: 3.079 CU YDS (SEE NOTE 9)
11. THE FILL QUANTITY SHOWN INCLUDES A 5% INCREASE (WELL PAD) AND 10% INCREASE (ACCESS ROAD) IN MATERIAL TO ACCOUNT FOR CONSOLIDATION DURING COMPACTION FOR CONSTRUCTION.
12. THE EXTRA MATERIAL FROM THE ACCESS ROAD CONSTRUCTION WILL BE USED TO CONSTRUCT THE WELL PAD.
13. DISTURBED AREAS
 - 13.1. NEW WELL PAD DISTURBANCE: 44,597 ACRES
 - 13.2. NEW ACCESS ROAD DISTURBANCE: 40,097 ACRES
 - 13.3. TOTAL DISTURBANCE: 84,694 ACRES



BONANZA CREEK ENERGY OPERATING COMPANY, LLC

MUSTANG 42-34
PROPOSED WELL PAD
SECTION 34, T4N, R63W, 6TH P.M.
WELD COUNTY, COLORADO

UNTAH
ENGINEERING AND SURVEYING
35 South 200 East
P.O. Box 111
Ogden, UT 84403
www.untaheng.com
- SINCE 1964 -

REV	DATE	BY	REVISIONS
1	5/24/17	S.L.W.	WELL HEAD LOC.
2	5/25/17	S.L.W.	ACCESS ROAD
3	5/24/17	S.L.W.	ISSUE FOR CONST.

SITE GRADING PLAN

SCALE: 1"=60'

DRAWN BY: S.L.W.

DATE: 09/15/17

DESIGNER: BONANZA 09/15/17

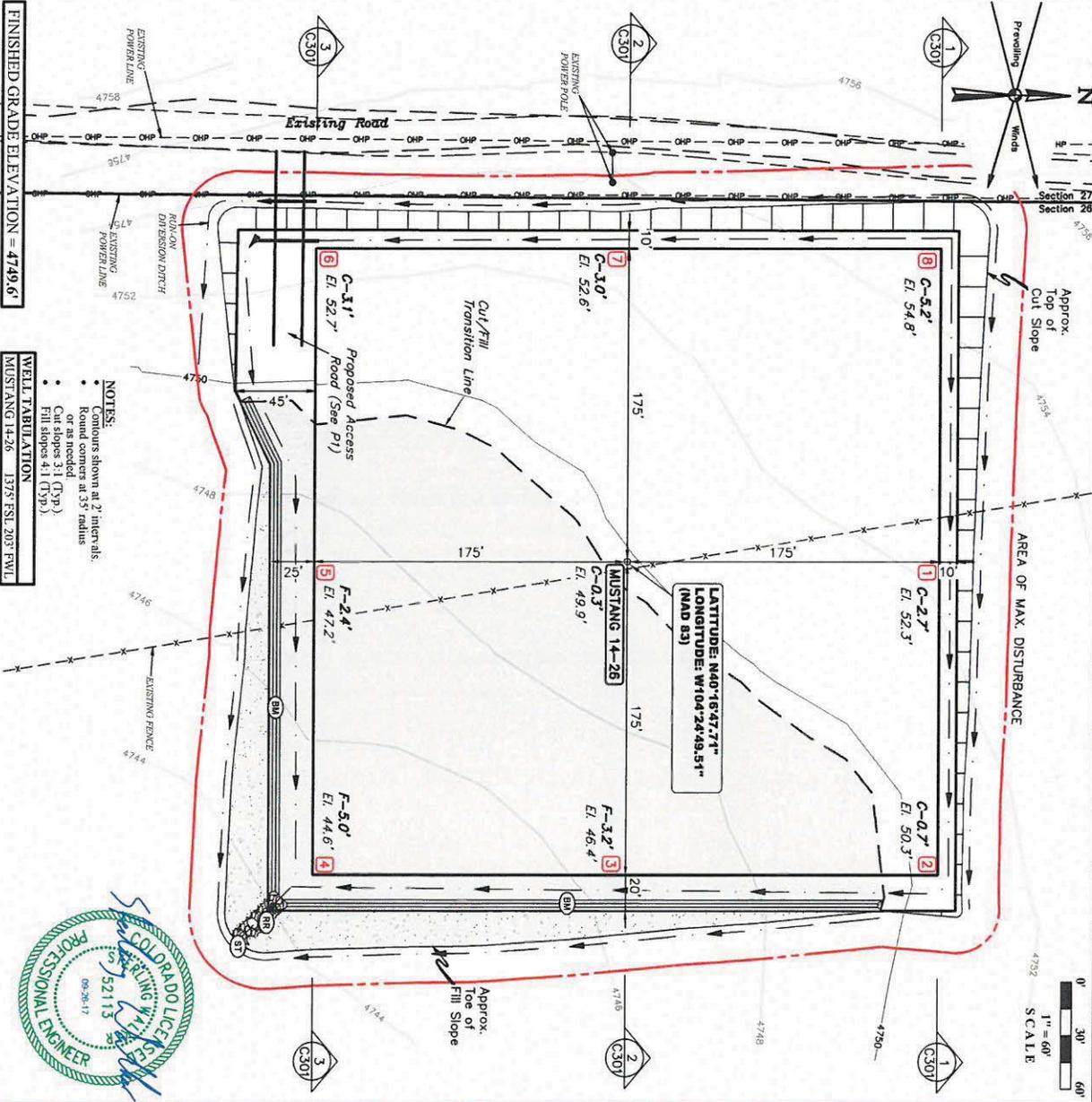
UTS FILE NO.: B-4446

PROJ. NO.: DDOND-17-11-0089

SHEET C101

SITE GRADING NOTES

1. GRADING AND EARTHWORK ARE TO BE ACCOMPLISHED AS SHOWN IN THE CIVIL ENGINEERING DRAWINGS, AND AS REQUIRED BY UNANTICIPATED FIELD CONDITIONS WITH EXISTING PIPELINE AND OTHER FACILITIES. EXISTING GRADING IS TO BE MAINTAINED WHEREVER POSSIBLE. GRADE AND SHAPE THE PADS TO THE LINES AND GRADES SHOWN ON THE PLAN AND PROFILE SHEETS OR AS DIRECTED IN THE FIELD BY THE BONANZA CREEK REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE TO LOCATE OR HAVE LOCATED ALL EXISTING UTILITIES IN THE PROJECT AREA.
3. PROTECT ADJACENT PROPERTY, EXISTING FACILITIES & UTILITIES FROM DAMAGE DURING SITEWORK. PROTECT ALL EXISTING PAVING NOT WITHIN THE LIMITS OF CONSTRUCTION FROM DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH BONANZA CREEK'S STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.
5. TOPSOIL SHALL BE REMOVED FROM THE GRADING AREA AND STOCKPILED AS SHOWN ON THE PLANS. REFER TO THE STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION FOR MORE DETAILS.
6. THE PAD SUB-GRADE SHALL BE CONSTRUCTED USING NATIVE MATERIAL SELECTED FROM EXCAVATION. AFTER ROUGH GRADE WITH APPROVED ESTABLISHED PROOFROLL EXPOSED SUBGRADE WITH APPROVED EQUIPMENT TO CHECK FOR HOOKETS OF SOFT MATERIAL. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
7. THE PROPOSED WELL PAD SUB-GRADE WILL BE APPROXIMATELY 8" LOWER THAN THE FINISHED PAD ELEVATION. THIS SUB-GRADE ELEVATION ALLOW FOR 8" OF CLASS 5 ROAD BASE TO FLATE THE PAD.
8. CUTS AND FILLS INDICATED ON THE PLAN ARE TO THE TOP OF SUB-GRADE.
9. THE ENTIRE PROPOSED PAD & ACCESS ROAD SHALL BE PLAYED WITH 8" OF COMPACTED CLASS 5 ROAD BASE AFTER THE SUB-GRADE HAS BEEN APPROVED BY A BONANZA CREEK REPRESENTATIVE. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
10. SITE EARTHWORK QUANTITIES
 - 10.1. PROPOSED WELL PAD
 - 10.1.1. CUT: 6,540 CU YDS
 - 10.1.2. FILL (NATIVE): 6,480 CU YDS (SEE NOTE 11)
 - 10.1.3. EXCESS MATERIAL: 80 CU YDS (SEE NOTE 12)
 - 10.2. PROPOSED ACCESS ROAD
 - 10.2.1. CUT: 10 CU YDS
 - 10.2.2. FILL (NATIVE): 90 CU YDS (SEE NOTE 11)
 - 10.2.3. REQUIRED MATERIAL: 80 CU YDS (SEE NOTE 12)
 - 10.3. PAD PLAYING WELL PAD & ACCESS ROAD SURFACING
 - 10.3.1. CLASS 5 ROAD BASE: 3,090 CU YDS (SEE NOTE 9)
11. THE FILL QUANTITY SHOWN INCLUDES A 5% INCREASE (WELL PAD) AND 10% INCREASE (ACCESS ROAD) IN MATERIAL TO ACCOUNT FOR CONSOLIDATION DURING COMPACTATION FOR CONSTRUCTION.
12. EXTRA MATERIAL FROM WELL PAD TO BE USED TO CONSTRUCT THE ACCESS ROADS.
13. DISTURBED AREAS
 - 13.1. NEW WELL PAD DISTURBANCE: 24,627 ACRES
 - 13.2. NEW ACCESS ROAD DISTURBANCE: 40,099 ACRES
 - 13.3. TOTAL DISTURBANCE: 64,726 ACRES



FINISHED GRADE ELEVATION = 4749.6'

WELL TABULATION
MUSTANG 14-26 1375 FSL 203 PVL

- NOTES:
- Contours shown at 2' intervals or as needed
 - Round corners at 35' radius
 - Cut slopes 3:1 (Typ)
 - Fill slopes 4:1 (Typ)



SITE GRADING PLAN	
SCALE: 1"=60'	
DRAWN BY: S.L.W.	
DATE DRAWN: 09/11/17	
USER'S FILE NO.: B-4-29.5	
PROJ. NO.: D0900-17-1-0087	

REV	DATE	BY	REVISIONS
1	06-26-17	S.L.W.	ISSUED FOR PERMITS
2	06-26-17	S.L.W.	ISSUED FOR PERMITS
3	06-26-17	S.L.W.	ISSUED FOR PERMITS

BONANZA CREEK ENERGY OPERATING COMPANY, LLC

MUSTANG 14-26
PROPOSED WELL PAD
SECTION 26, T4N, R63W, 6TH P.M.
WELD COUNTY, COLORADO

JINTAH
 ENGINEERING LAND SURVEYING
 85 South 200 East
 Vernal, UT 84078
 O: 435.785.1017
 www.jintahgroup.com
 - SINCE 1964 -

SHEET
C101

SITE GRADING NOTES

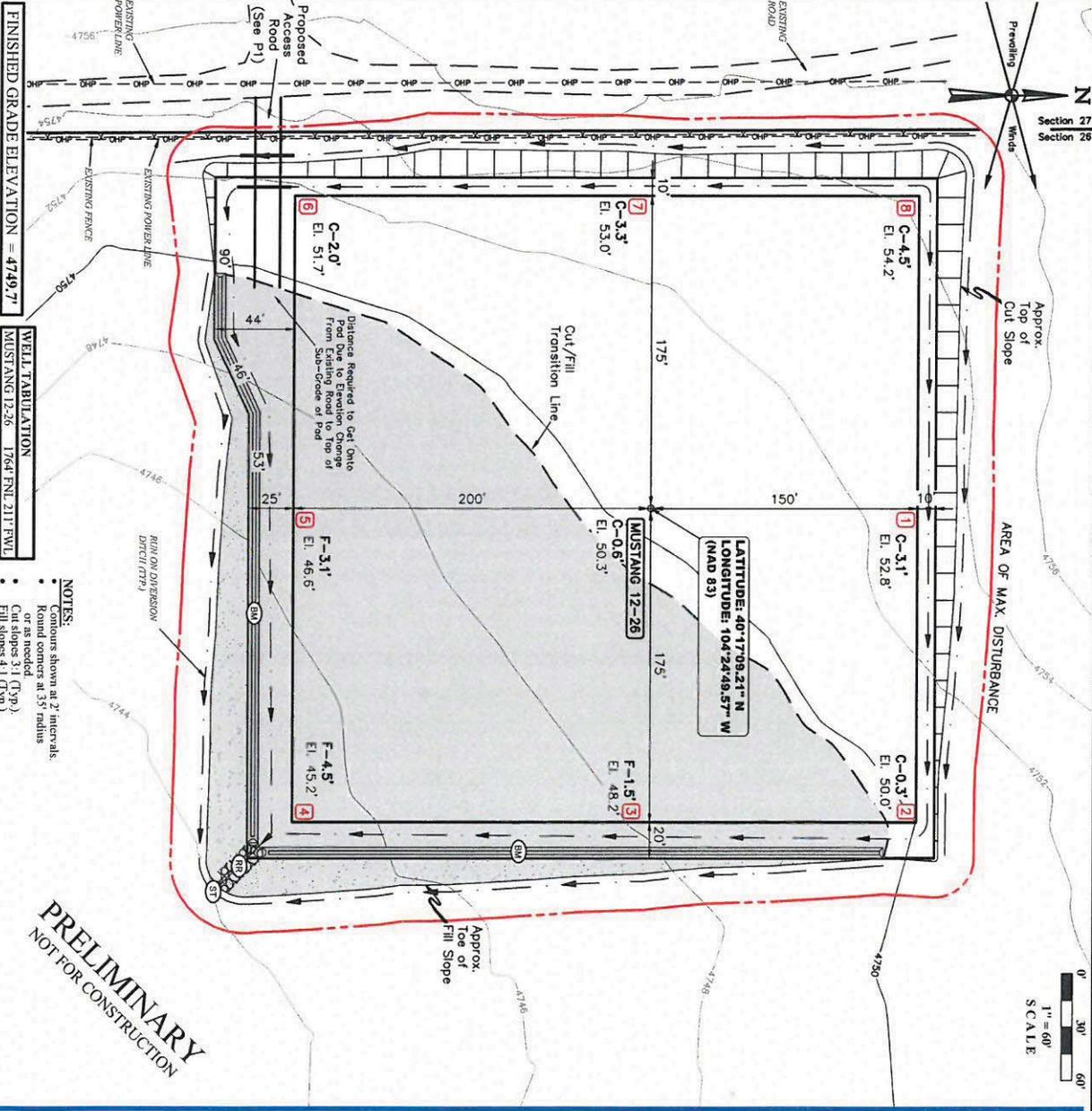
1. GRADING AND EARTHWORK ARE TO BE ACCOMPLISHED AS SHOWN IN THE CIVIL ENGINEERING DRAWINGS, AND AS REQUIRED BY UNANTICIPATED FIELD CONDITIONS WITH EXISTING PIPELINE AND OTHER FACILITIES. EXISTING GRADING IS TO BE MAINTAINED WHEREVER POSSIBLE. GRADE AND SHAPE THE PADS TO THE LINES AND GRADES SHOWN ON THE PLAN AND PROFILE SHEETS OR AS DIRECTED IN THE FIELD BY THE BONANZA CREEK REPRESENTATIVE. CHANGES TO THE PLANS REQUIRE APPROVAL BY THE BONANZA CREEK REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE TO LOCATE OR HAVE LOCATED ALL EXISTING UTILITIES IN THE PROJECT AREA.
3. PROTECT ADJACENT PROPERTY, EXISTING FACILITIES & UTILITIES FROM DAMAGE DURING SITEWORK. PROTECT ALL EXISTING PAVING NOT WITHIN THE LIMITS OF CONSTRUCTION FROM DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH BONANZA CREEKS STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.
5. TOPSOIL SHALL BE REMOVED FROM THE GRADING AREA AND STOCKPILED AS SHOWN ON THE PLANS. REFER TO THE STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION FOR MORE DETAILS.
6. THE PAD SUB-GRADE SHALL BE CONSTRUCTED USING NATIVE MATERIAL SELECTED FROM EXCAVATION. AFTER ROUGH GRADE HAS BEEN ESTABLISHED, PROOFROLL EXPOSED SUBGRADE WITH APPROVED EQUIPMENT TO CHECK FOR POCKETS OF SOFT MATERIAL. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
7. THE PROPOSED WELL PAD SUB-GRADE WILL BE APPROXIMATELY 8" LOWER THAN THE FINISHED PAD ELEVATION. THIS SUB-GRADE ELEVATION ALLOW FOR 8" OF CLASS 5 ROAD BASE TO PLATE THE PAD.
8. CUTS AND FILLS INDICATED ON THE PLAN ARE TO THE TOP OF SUB-GRADE.
9. THE ENTIRE PROPOSED PAD & ACCESS ROAD SHALL BE PLATED WITH 8" APPROVED BY A BONANZA CREEK REPRESENTATIVE. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
10. SITE EARTHWORK QUANTITIES

10.1. PROPOSED WELL PAD	5,990 CU YDS
10.1.1. CUT:	5,920 CU YDS (SEE NOTE 11)
10.1.2. FILL (NATIVE):	90 CU YDS (SEE NOTE 12)
10.1.3. EXCESS MATERIAL:	90 CU YDS (SEE NOTE 12)
- 10.2. PROPOSED ACCESS ROAD

10.2.1. CUT:	10 CU YDS
10.2.2. FILL (NATIVE):	70 CU YDS (SEE NOTE 11)
10.2.3. REQUIRED MATERIAL:	60 CU YDS (SEE NOTE 12)
- 10.3. PAD PLAYING WELL PAD & ACCESS ROAD SURFACING

10.3.1. CLASS 5 ROAD BASE:	3,110 CU YDS (SEE NOTE 9)
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11. THE FILL QUANTITY SHOWN INCLUDES A 5% INCREASE (WELL PAD) AND 10% INCREASE (ACCESS ROAD) IN MATERIAL TO ACCOUNT FOR CONSOLIDATION DURING COMPACTION FOR CONSTRUCTION.
12. THE EXTRA MATERIAL FROM THE WELL PAD CONSTRUCTION WILL BE USED TO CONSTRUCT THE ACCESS ROAD.
13. DISTURBED AREAS

13.1. NEW WELL PAD DISTURBANCE	24,618 ACRES
13.2. NEW ACCESS ROAD DISTURBANCE	40,031 ACRES
13.3. TOTAL DISTURBANCE	24,649 ACRES



- NOTES:**
- Contours shown at 2' intervals or as needed.
 - Round corners at 35' radius.
 - Cut slopes 3:1 (TYP.)
 - Fill slopes 4:1 (TYP.)

PRELIMINARY
NOT FOR CONSTRUCTION

SHEET	
C101	
SITE GRADING PLAN	
SCALE: 1"=60'	
DRAWN BY: S.L.W.	
DATE DRAWN: 9/15/17	
USER FILE NO.: B-6445	
PROJ. NO.: BON01-17-11-0066	

REV	DATE	BY	REVISIONS
1	06/14/17	S.L.W.	IMPAIRED DIST.
2	06/15/17	S.L.W.	ACCESS ROAD
3	06/15/17	S.L.W.	GRID WELL IR

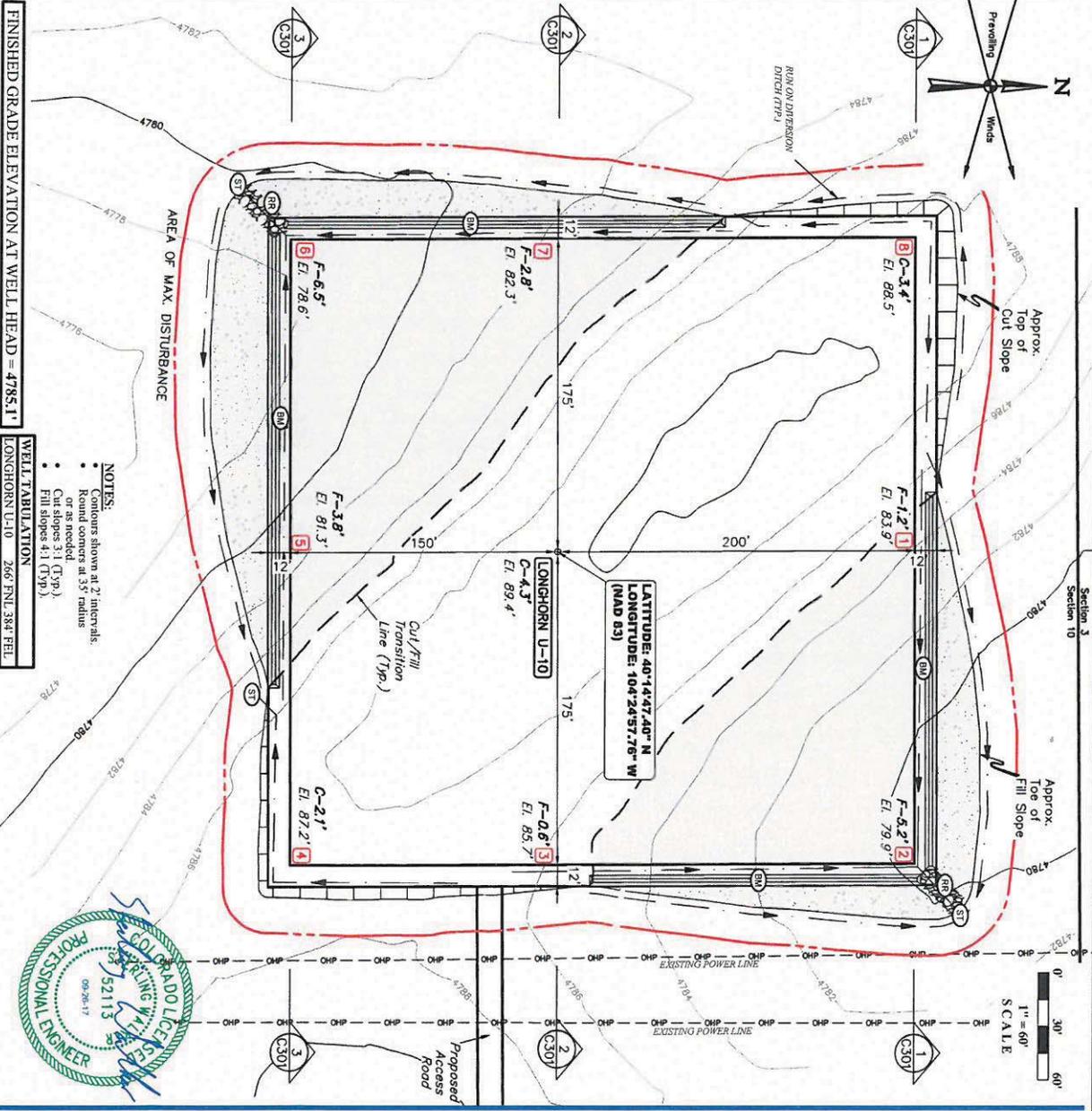
BONANZA CREEK ENERGY OPERATING COMPANY, LLC

**MUSTANG 12-26 PAD
PROPOSED WELL PAD
26, T4N, R63W, 6TH P.M.
WELD COUNTY, COLORADO**


JUNTAH
 ENGINEERING AND CONSTRUCTION
 85 South 200 East
 Vernal, UT 84078
 O: 435.789.1017
 www.juntaheng.com
 - SINCE 1964 -

SITE GRADING NOTES

1. GRADING AND EARTHWORK ARE TO BE ACCOMPLISHED AS SHOWN IN THE CIVIL ENGINEERING DRAWINGS, AND AS REQUIRED BY UNAPPORTIONED FIELD CONDITIONS WITH EXISTING PIPELINE AND OTHER FACILITIES. EXISTING GRADING IS TO BE MAINTAINED WHEREVER POSSIBLE. GRADE AND PROFILE SHEETS OR AS DIRECTED IN THE FIELD BY THE BONANZA CREEK REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE TO LOCATE OR HAVE LOCATED ALL EXISTING UTILITIES IN THE PROJECT AREA.
3. PROTECT ADJACENT PROPERTY, EXISTING FACILITIES & UTILITIES FROM DAMAGE DURING SITEWORK. PROTECT ALL EXISTING PAVING NOT WITHIN THE LIMITS OF CONSTRUCTION FROM DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH BONANZA CREEK'S STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.
5. TOPSOIL SHALL BE REMOVED FROM THE GRADING AREA AND STOCKPILED AS SHOWN ON THE PLANS. REFER TO THE STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION FOR MORE DETAILS.
6. THE PAD SUB-GRADE SHALL BE CONSTRUCTED USING NATIVE MATERIAL SELECTED FROM EXCAVATION. AFTER ROUGH GRADE HAS BEEN ESTABLISHED PROOFROLL EXPOSED SUBGRADE WITH APPROVED EQUIPMENT TO CHECK FOR POCKETS OF SOFT MATERIAL. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
7. THE PROPOSED WELL PAD SUB-GRADE WILL BE APPROXIMATELY 6" LOWER THAN THE FINISHED PAD ELEVATION. THIS SUB-GRADE ELEVATION ALLOW FOR 6" OF CLASS 5 ROAD BASE TO PLATE THE PAD.
8. CUTS AND FILLS INDICATED ON THE PLAN ARE TO THE TOP OF SUB-GRADE.
9. THE ENTIRE PROPOSED PAD & ACCESS ROAD SHALL BE PLATED WITH 6" APPROVED BY A BONANZA CREEK REPRESENTATIVE. REFER TO THE STANDARDS AND SPECIFICATIONS FOR MORE DETAILS.
10. SITE EARTHWORK QUANTITIES
 - 10.1. PROPOSED WELL PAD
 - 10.1.1. CUT: 8,800 CU YDS
 - 10.1.2. FILL (NATIVE): 8,850 CU YDS (SEE NOTE 11)
 - 10.1.3. REQUIRED MATERIAL: 50 CU YDS (SEE NOTE 12)
 - 10.2. PROPOSED ACCESS ROAD
 - 10.2.1. CUT: 70 CU YDS
 - 10.2.2. FILL (NATIVE): 20 CU YDS (SEE NOTE 11)
 - 10.2.3. EXCESS MATERIAL: 50 CU YDS (SEE NOTE 12)
 - 10.3. PAD PLAYING WELL PAD & ACCESS ROAD SURFACING
 - 10.3.1. CLASS 5 ROAD BASE: 2,310 CU YDS (SEE NOTE 9)
11. THE FILL QUANTITY SHOWN INCLUDES A 5% INCREASE (WELL PAD) AND 10% INCREASE (ACCESS ROAD) IN MATERIAL TO ACCOUNT FOR CONSOLIDATION DURING CONSTRUCTION.
12. THE EXTRA MATERIAL FROM THE ACCESS ROAD CONSTRUCTION WILL BE USED TO CONSTRUCT THE WELL PAD.
13. DISTURBED AREAS
 - 13.1. NEW WELL PAD DISTURBANCE: 24,443 ACRES
 - 13.2. NEW ACCESS ROAD DISTURBANCE: 40,096 ACRES
 - 13.3. TOTAL DISTURBANCE: 64,539 ACRES

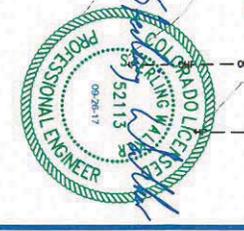


NOTES:

- Contours shown at 2' intervals or as needed.
- Round corners at 35' radius.
- Cut slopes 3:1 (Typ).
- Fill slopes 4:1 (Typ).

WELL TABULATION

LONGHORN U-10 266 FNL 384' BEL



REV	DATE	BY	REVISIONS
1	5/8/17	S.L.W.	ACCESS ROAD
2	5/8/17	S.L.W.	PRELIMINARY
3	5/8/17	S.L.W.	ISSUE FOR CONST.

SHEET

C101

BONANZA CREEK ENERGY OPERATING COMPANY, LLC

**LONGHORN U-10
PROPOSED WELL PAD**

**SECTION 10, T3N, R63W, 6TH P.M.
WELD COUNTY, COLORADO**

UNITAH

ENGINEERING AND CONSTRUCTION

85 South 200 East
Vernal, UT 84078
O: 435.785.1017
www.unitaheng.com

- SINCE 1964 -

of Mike on new pad size 350x350

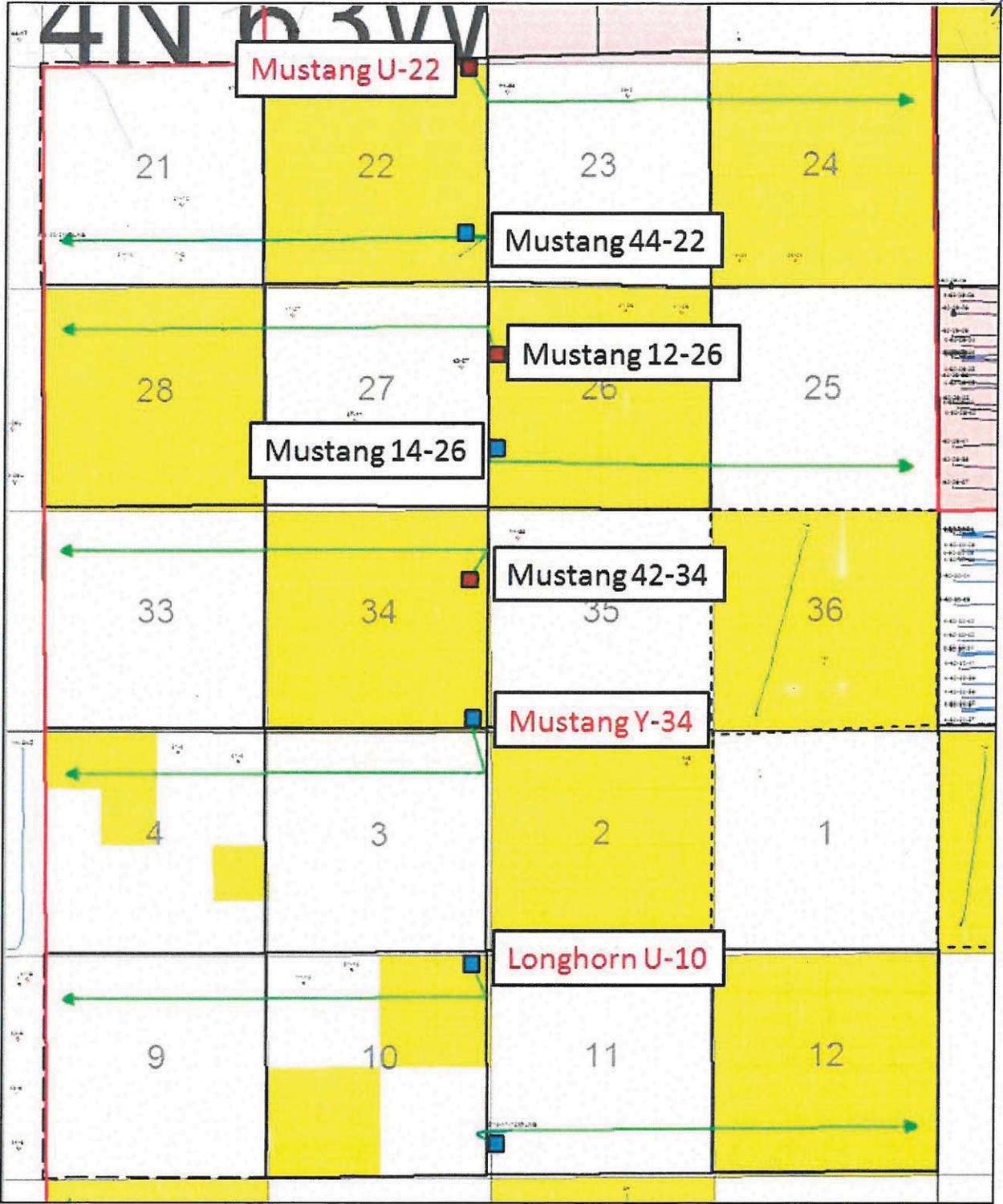


EXHIBIT C
RANCH RULES

1. While both Cervi and Bonanza Creek acknowledge that some damages are inherent to oil and gas operations, Bonanza Creek agrees to use good faith efforts to respect and minimize damage to the surface of the land.
2. Lease operators, vendors, and subcontractors shall be required to stay on designated routes or within applicable areas at all times.
3. The maximum speed limit is 20 MPH or slower if conditions such as rain, snow or ice, wet roads, or the presence of cattle exist.
4. Vehicles must yield to cattle and ranching activities.
5. Cervi shall have full use of the roads and access easements.
6. None of Bonanza Creek's employees, agents, or contractors, or any other person under the direction or control of Bonanza Creek shall be permitted to carry firearms or any other weapon on the Cervi Ranch and such persons shall not hunt, fish, or engage in recreational activities on the Cervi Ranch. No dogs will be permitted on the Cervi Ranch at any time. Bonanza Creek will notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on the Cervi Ranch. None of Bonanza Creek's employees, agents, or contractors, or any other persons under the direction or control of Bonanza Creek, shall possess or be under the influence of alcohol, marijuana, or illegal drugs while on the Cervi Ranch. Further, Bonanza Creek and its employees, agents, or contractors, or any other person under the direction or control of Bonanza Creek shall not cut or transport firewood or remove any animals or birds, arrow heads or other archaeological artifacts, antlers, cacti or other plants, fossils or other paleontological artifacts, rocks or other solid minerals or other non oil and gas materials from the Cervi Ranch.
7. Before anticipated high traffic activity associated with drilling and/or completion activities begin for each Development Plan on the Cervi Ranch, Bonanza Creek and Cervi shall discuss the routes to be used and the use and location of gate guards. Gate guards will be required during all drilling and completion activities and during other times 20 or more vehicles of Bonanza and its contractors, subcontractors, and agents are on the Property. Bonanza Creek will pay for the cost of employing gate guards when they are required. Gate guard will monitor the traffic with sign-in and sign-out sheets.
8. Upon reasonable request by Cervi at least five days in advance, Bonanza Creek shall cause the roads to be graded.
9. Bonanza Creek shall control erosion resulting from Bonanza Creek's operations in the Operations Area, on the Existing Road, the access easements depicted on Exhibit B to the Agreement, and along flow lines where there is subsidence or vegetation growth has not been restored.
10. If Cervi is not the contractor performing work, Bonanza will notify Cervi who will be performing the work. If Cervi wishes to preclude contractors or vendors from access to the Cervi Ranch for violation of the Ranch Rules, Cervi and Bonanza Creek will promptly meet and reasonably agree to an appropriate response which may include permanent or temporary exclusion from the Cervi Ranch, or conditional access to the Cervi Ranch.

11. Bonanza Creek will require window tags on its vehicles and the vehicles of its contractors and vendors which come on the Cervi Ranch so that they may be readily identified as authorized personnel and vehicles. The tags shall identify the name of the company. The tags should contain contact information to be used if the contractors or vendors have questions about the Ranch Rules. Ranch Rules 1 – 6 will be printed on the back side of the tags.

12. Issues arising in connection with these Ranch Rules shall be promptly addressed among the following people:

Mike Cervi	970-396-3302
Shane Helzer	970-371-5293

Exhibit D

Attached to and by reference made a part of that certain Letter Agreement dated August 4th, 2017, by and between Cervi Enterprises, Inc and Bonanza Creek Energy Inc.

COGCC 318A Sampling Analysis (Need one water well sample per pad)

Longhorn 14-11 Pad – No wells present within required ½ mile radius

Longhorn 41-10 Pad – 1 potential WW; Receipt 9058348

Mustang 12-26 Pad – 3 potential WWs; Receipt 0015578A ,Receipt 0306738A (both also for Mustang 42-34 and 14-26 Pads), Receipt 0313533 (already sampled well for Mustang 42-22 Pad)

Mustang 14-26 Pad – Same 3 potential WWs as the Mustang 42-34 Pad

Mustang 42-22 Pad – 4 potential WWs; Receipt 0313533 (already sampled for Mustang 42-22 Pad); Receipt 9059459; Receipt 9059460; Receipt C620527

Mustang 42-34 Pad – 3 potential WWs; Receipt 0015578A ,Receipt 0306738A, Receipt 0359985A (also works for the Mustang 44-34 Pad)

Mustang 44-22 Pad – Receipt 0313533 (Complete - baseline sample collected 7/13/17)

Mustang 44-34 Pad – 1 potential WW; Receipt 0359985A