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JAN 08 2015

DIVISION OF RECLAMATION
MINING AND SAFETY

MINERAL LEASE & RIGHT TO ENTER

THIS LEASE AGREEMENT, made this 11th day of July, 2012
By and between Disanti High Plains Land & Cattle, LLC
Hereinafter called the Lessor, and LINCOLN COUNTY, Hereinafter called the Lessee.

The said Lessor is the owner of the following described real property located in the County of Lincoln, State of Colorado.

NW1/4NW1/4 Section 6, Township 14 S, Range 58 W of the 6th Principal Meridian

1. In consideration of the mutual covenants herein contained, the said Lessor does, by these presents lease and let for the purpose hereafter mentioned, under all lawful warranties unto said Lessee the mineral interest described in paragraph 2 hereof.
2. The Lessee shall have the right to mine, extract, remove and take from the above described real property all the **SAND AND GRAVEL**, (hereinafter called minerals), in and under said real property, with the right to remove the topsoil or overburden above said minerals and also Lessee shall have the right to use necessary space for the construction and maintenance of anything required for the extraction and/or processing of minerals and space for stockpiling such minerals on the premises all without any payment in addition to the royalties and other payments herein specifically provided for.
3. The Lessee shall have, during the term of this Lease, the unlimited right of ingress and egress for the removal of said minerals mined, extracted, removed and taken from the premises.
4. This lease shall continue in effect from April 2010 to April 2015, and may be extended by the Lessee for an additional period of five (5) years, upon written notice of such extension given to the Lessor ten days before the expiration of said lease agreement.
5. The Lessee shall pay the Lessor for all minerals mined and taken from the said premises herein leased, a royalty of \$1.80 per single axle dump truck load or \$4.20 per tandem axle dump truck load, or \$5.40 per semi load.
6. The Lessee shall pay all taxes assessed or that may be assessed against the premises herein leased during the continuances of this Lease.
7. Lessee shall have over the aforesaid property only these rights intimately concerned with the mining and removal of said minerals including, without limitation, the right to stockpile said minerals on the above-described real property or other lands adjacent thereto and owned by the Lessor but within the boundary of the leased area.
8. Lessee will revegetate all damage to the leased area due to the mining operations and upon completion of the operation all affected areas will be reseeded with a native grass seed mixture recommended by the Natural Resources Conservation Service and will have the right to fence the affected area in after revegetation to allow undisturbed growth if needed.
9. The Lessor agrees, upon termination of the Lease Agreement by the Lessee of the property herein above described, to assume full responsibility for the condition of such property, and further agrees to hold harmless from any and all claims by, or liability to, third parties arising after the termination of the Lease Agreement.
10. The Lessee is to provide compensation to the Lessor for any damages to permanent man-made structures, which were the result of mining the affected land.

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Lessor:

High Plains Land & Cattle LLC

By Rose Ann Si Santi

For the Lessor

The foregoing instrument was acknowledged before me this 11th day of July,
2012. By Teresa M Peralta

My Commission expires 08/22/2012

TERESA M PERALTA
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 08/22/2012

Lessee:

LINCOLN COUNTY

By Kenneth Morrison

For the Lessee

The foregoing instrument was acknowledged before me this 12th day of July,
2012. By Kenneth Morrison

My Commission expires May 7, 2016

Lisa M. Crawford
LISA M CRAWFORD
NOTARY PUBLIC
State of Colorado