

Raindance Aquatic Investments, LLC.

1625 Pelican Lakes Point, Suite 201

Windsor, CO 80550

Telephone: (970) 686-5828 Fax: (970) 686-2768

March 30, 2018

Peter Hayes
Division of Reclamation, Mining and Safety
Department of National Resources
1313 Sherman St. Room 215
Denver, CO 80205

RE: Raindance Sand and Gravel Mine – M-2004-022 Technical Revision

Dear Mr. Hayes:

In response to your Technical Revision No. 2 (TR-02) Adequacy Review, I am including the Road and License Agreement defining the access road location and alignment for the purposes of ingress and egress to conduct oil and gas operation.

Thank you for your time and help in this matter.

Sincerely,



Cody Wooldridge, CWP
Special Projects Manager
Water Valley Land Company

Attachment: Road Licence and Maintenance Agreement.pdf

Road License and Maintenance Agreement

This **ROAD LICENSE AND MAINTENANCE AGREEMENT** ("*Agreement*") is made and entered into as of the 9th day of September, 2016 ("*Effective Date*"), by and between **RAINDANCE AQUATIC INVESTMENTS, LLC** ("*Surface Owner*"), with an address of 1625 Pelican Lakes Point, Suite 201, Windsor, Colorado 80550, and **GREAT WESTERN OPERATING COMPANY, LLC** ("*Operating Company*"), with an address of 1801 Broadway, Suite 500, Denver, Colorado 80202. Surface Owner and Operating Company are each individually referred to herein as a "*Party*" and collectively as the "*Parties*."

RECITALS

The Parties enter into this Agreement with respect to the following facts:

WHEREAS, Surface Owner owns the surface of the certain real property in Weld County, Colorado ("*Subject Lands*"), legally described as:

Water Valley West Subdivision, being a replat of Lots 2 and 3, Water Valley West – Imago Enterprises Minor Subdivision located in Sections 30, 31 and the west half of Section 29, Township 6 North, Range 67 West, of the Sixth Principal Meridian, Town of Windsor, County of Weld, State of Colorado.

WHEREAS, the Parties entered into that certain Surface Use and Compatible Development Agreement ("*SUA*") with an effective date of the 9th day of September, 2016, which, among other things, outlines the obligations and duties of Surface Owner and Operating Company as they relate to Operating Company's Oil and Gas Operations over and across the Subject Lands.

WHEREAS, the SUA provides, among other things, for the construction and maintenance of a proposed access road for vehicular access as outlined therein over and across the Subject Lands, which access road is now completed.

WHEREAS, there is currently an existing road running over and across the Subject Lands which Operating Company has all right to utilize as provided in the SUA until such time as such proposed access road is completed.

WHEREAS, the Parties enter into this Agreement pursuant to, and not in derogation of, the above-referenced SUA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **License and Use of Access Road**. Subject to the terms and conditions of this Agreement, Surface Owner hereby grants Operating company a non-exclusive license for use of

the Access Road, as defined in the SUA and depicted in **Exhibit A** hereto, for purposes of ingress and egress from the entrance to the Subject Lands to the Operating Company's OGOAs, to conduct oil and gas operations as defined throughout the SUA, a memorandum of which is attached hereto as **Exhibit B**, and incorporated by this reference herein.

a. Surface Owner shall require any other third party operators who are granted a right-of-way by Surface Owner on the Access Road to enter into a road maintenance agreement including terms for proportionate cost-sharing and responsibility for road repair among the operators.

b. Operating Company shall be responsible for repairing actual damage caused to the Access Road directly by Operating Company's operations. Operating Company's obligation to repair shall continue during the term of this Agreement, as well as the term of the SUA. Operating Company shall repair such damages to the Access Road within a reasonable period following the conclusion of drilling and completion activities, subject to good road engineering practices, seasonal restrictions on road repair activities, and availability of labor, equipment, and materials.

c. Operating Company shall repair the damaged Access Road to the condition in which the Access Road was when originally constructed.

d. Operating Company or Surface Owner each may make improvements to the Access Road (such as widening the Access Road) necessary for its operations. Such improvements will be at Operating Company's or Surface Owner's discretion and cost, but with the input of the other Party. Plans for Roadway improvements shall be submitted to the other Party for review and comment and construction coordination no less than twenty (20) business days prior to commencing initial construction of any such Access Road improvements.

e. Surface Owner may relocate the Access Road at any time provided that (i) Operating Company shall have uninterrupted access during construction for ingress and egress to the OGOAs at all times otherwise available herein; (ii) any such relocated Access Road shall meet all construction specifications applicable to the original Access Road (other than location) set forth in the SUA; and (iii) without limiting the foregoing, any alternative route provided during construction and any such relocated Access Road shall be comparable in distance, width, and load bearing capacity to the Access Road. Surface Owner shall provide notice of any such relocation and its plan for alternative access during construction no less than twenty (20) business days prior to commencing construction of the relocated Access Road. Upon completion of any such relocated Access Road, **Exhibit A** hereto shall be replaced with the legal description or depiction of such road.

f. In connection with maintenance, repair, improvement, or relocation of the Access Road, the Parties shall use materials of the same or better quality than those utilized in the original construction of the Access Road.

g. Operating Company shall restore to a reasonable condition any non-Access Road area disturbed as part of the repair or maintenance of the Access Road. Restoration

shall include grading the disturbed area to reasonable drainage topography and the seeding of any disturbed area with native grasses.

2. **Maintenance of Access Road.** Operating Company shall remain responsible for the day-to-day general maintenance of the Access Road. Such maintenance activities shall include snow removal, periodic grading of dirt or gravel stretches of the Access Road, dust control, and weed control.

3. **Route to Access Road.** Operating Company shall utilize New Liberty Road, as accessed from 7th Street in Windsor, Colorado, to access the Access Road.

4. **Surface Owner Damages.** Surface Owner is fully responsible for damages to such Access Road caused by its operations and shall repair such damages at its sole costs and expense.

5. **Miscellaneous.** This Agreement governs the Parties' rights and obligations only with respect to the Parties construction, use, and maintenance of the Access Road between the entrance to the Subject Lands and the access way to Operating Company's OGOAs as defined in the SUA. It does not affect the rights or obligations of any Party in relation to the SUA. Where there is conflict between this Agreement and the SUA, the SUA will control.

6. **Assignability.** Operating Company may assign this Agreement to any party to whom it assigns its total or partial interests in the OGOAs and the minerals that are produced therefrom. Surface Owner may assign this Agreement to any entity to which it transfers its ownership of the Subject Lands, or any portion thereof, encumbered by the Access Road. Any Party assigning its interest as provided herein shall notify the other Party within thirty (30) days following such assignment.

7. **Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the Parties hereto out of or affecting this Agreement, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing, duly executed. The Parties further agree that the provisions of this paragraph will not be waived unless as herein set forth.

8. **Savings/Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9. **Default.** If Operating Company fails to comply with any of the obligations of this Agreement, Operating Company's failure to comply shall constitute a default (the "***Default***"). Surface Owner shall give Operating Company written notice describing Operating Company's Default, by certified or registered mail, delivered to Operating Company's address set forth

above, and Operating Company shall have ninety (90) days after receipt of such notice to remedy the Default described therein.

10. Term of Agreement. This Agreement shall terminate: (a) upon termination of the SUA, or (b) upon the Parties' mutual, written agreement to terminate this Agreement.

IN WITNESS WHEREOF, the Parties affix their signatures and enter into this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

SURFACE OWNER:

RAINDANCE AQUATIC INVESTMENTS, LLC,
a Colorado limited liability company

By: 

Name: Martin Lind

Title: Authorized Agent

ACKNOWLEDGEMENT

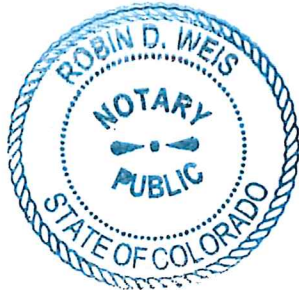
STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 9th day of September, 2016, by Martin Lind, as authorized agent for **RAINDANCE AQUATIC INVESTMENTS, LLC**.

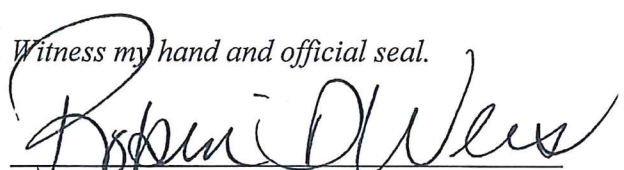
Commission Expires:

My Commission Expires: 02-04-2017

[SEAL]



Witness my hand and official seal.


Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

OPERATING COMPANY:

GREAT WESTERN OPERATING COMPANY, LLC,
a Colorado limited liability company,

By: *Steve R. Stacy*
Name: Steve R. Stacy
Title: Sr. Vice President - Land

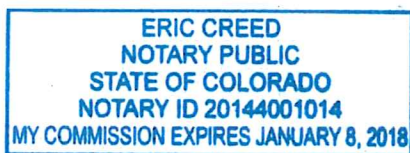
ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 9th day of SEPTEMBER, 2016, by STEVE R. STACY, as authorized agent for **GREAT WESTERN OPERATING COMPANY, LLC.**

My Commission Expires: 1/18/18

[SEAL]



Witness my hand and official seal.

Eric Creed
Notary Public

Exhibit A
Depiction of Access Road

