

SAND & GRAVEL LEASE & RIGHT TO ENTER

THIS LEASE AGREEMENT, made this 29th day of December, 2017
By and between Teresa O'Dwyer
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.

NW1/4, SW1/4, Section 20, Township 7 S, Range 55 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 February 1, 2018 to February 1, 2023. At least ninety (90) days before the end of the lease term, the Lessee shall provide the Lessor with the Sand and Gravel Pay Schedule which would apply to any renewal of the lease. If agreeable to the parties, a new Sand and Gravel Lease and Right to Enter shall be signed and entered into by the parties prior to the expiration of the current lease.
5. The Lessee shall pay the Lessor for all minerals mined and taken from the said premises herein leased according to the adopted schedule.
6. The Lessee shall exempt 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.
11. Upon termination of the lease by either the Lessee or the Lessor, the Lessor shall permit access to the property for the purpose of reclamation of said property in accordance with State guidelines. This access shall be granted until such time as the State approves reclamation of said property and the property is released.