

**AGREEMENT FOR  
RIGHT OF WAY, PIPELINE & POWERLINE EASEMENT AND SURFACE ACCESS**

THIS AGREEMENT made and entered into this 9th day of April, 2018, by and between **David G. Ries**, hereinafter referred to as "Surface Owner," whose address is 12285 West Ginger Creek Drive, Boise, ID 873713, and **Clear Creek Resource Partners Holdings LLC** hereinafter referred to as "Operator," whose address is 717 17<sup>th</sup> Street, Suite 1525, Denver, CO 80202.

WITNESSETH, that

WHEREAS, Operator wishes to use a portion of Surface Owner's lands for Operator's proposed operations, in order to properly drill, complete, rework or re-complete, equip, operate, maintain, produce and plug and abandon any wells and thereafter restore the surface.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, and other good and valuable consideration, the parties hereto AGREE AS FOLLOWS:

1. **Said Land.** Surface Owner owns the surface estate to the following described lands, hereinafter referred to as "Said Land," in Weld County, Colorado, to wit:

**Township 12N North, Range 64W West of the 6<sup>th</sup> P.M.**

**Section 28: S/2**

2. **Right-of-Way.** That in order for Operator to enter, drill, complete, produce and operate oil and/or gas well(s) and production facilities, it is necessary that Operator cross and use certain property of Surface Owner, and the parties do hereby agree as to the damages, the right of entry and surface use thereof. For and in consideration of the hereinafter specified amounts, Surface Owner hereby grants to Operator the right for it, its agents, employees and contractors, and their agents and employees, to enter upon the surface of Said Land for the purpose of conducting oil and gas exploration, drilling, production, transportation and marketing activities within or outside of the Said Lands. Surface Owner agrees to Operator's use of access roads, pipelines and power lines across Said Land for accessing, gathering and transportation of materials whether originating from below or outside of the Said Lands. Surface Owner hereby reserves unto itself, and its successors and assigns, the right to use Said Land for all legal uses of any kind including but not limited to agriculture, pasturage of livestock, and related purposes. The rights granted to Operator hereunder are only for use by Operator and Operator's agents, employees and contractors, and are restricted to the uses indicated herein and are granted for no other purposes whatsoever. The rights granted to Operator hereunder cover only oil and gas. Surface Owner excepts from this Agreement and reserves all other minerals of every kind and character in, on and under Said Land, together with the right to use Said Land for the purposes of investigating, exploring, producing, saving, owning, and disposing of said other minerals. All

underground storage and disposal rights are reserved to Surface Owner. The rights of Operator to use Said Land as set forth herein are non-exclusive, and Surface Owner reserves the right to use all of Said Land (except for Operator's well pads, facility sites and compressor equipment), and to grant successive easements on or across Said Land on such terms and conditions as Surface Owner deems necessary or advisable, provided they do not unreasonably interfere with the operations of Operator.

3. **Term.** This Agreement (including any rights-of-way or easements granted herein) shall become effective when it is fully executed and shall remain in full force for a period of five (5) years and as long thereafter as oil and gas, or either of them, is produced from Said Land or drilling operations are continuously prosecuted and until Operator has plugged and abandoned all wells operated by Operator on Said Land and complied with the requirements of any applicable oil and gas lease pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions and existing laws and regulations with regard to Said Land. For purposes of this Agreement, drilling operations shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as Operator has begun the construction of the well pad location or any new road which provides access to the well pad location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as Operator has the requisite equipment for such operations at the well pad. When this Agreement terminates, the Operator shall promptly execute any and all releases necessary to evidence the fact that this Agreement (including any rights-of-way or easements granted herein) has terminated.



5. **Well Pads.**



Payment shall be made by Operator prior to commencement of construction of any well pad. In the event that a well is completed as a well capable of producing oil and/or gas in commercial quantities, Operator shall have the right to install tank batteries, oil and gas flow lines, waterlines, pipelines, powerlines and any facilities necessary for the production, storage, disposal, transportation and marketing of gas, water and/or oil. This shall

include the right of Operator to install compressor equipment (as more fully described below) which may have off-lease gas, water and/or oil delivered to such location as a central point for transmitting the gas, water and/or oil to a downstream point. With respect to any water produced from wells drilled on Said Land in connection with the production of oil or gas Operator agrees to reuse, inject produced water or haul the same away from Said Land and properly dispose of such produced water off Said Land. No production water shall be discharged on Said Lands without Surface Owner's prior written consent. No underground or subsurface storage rights are granted to Operator.

6. Facilities. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The one-time payment shall be made by Operator prior to commencement of construction of the facility and the annual payment shall be made by Operator no later than thirty (30) days after the anniversary date of the one-time payment. Such facilities shall include, but shall not be limited to, tank batteries, compressor equipment, power stations, and any other facilities necessary for the production, storage, disposal, transportation and marketing of gas, water and/or oil. Operator will use commercially reasonable efforts to consolidate pipelines into an east-west corridor and a north-south corridor.

7. Access Roads. Whenever possible, Operator agrees to use existing roads for access to any new location utilized in connection with Operator's drilling, production, or other activities allowed hereunder on Said Land, and if construction of a new road is required, Operator will consult with Surface Owner as to the location of any new road, which shall, to the extent reasonably practicable, be located in a manner so as to cause the least interference with Surface Owner's current uses of Said Land.

[REDACTED]

[REDACTED] Payment shall be made by Operator prior to commencement of construction or use of roads. Said roads shall not exceed fifty feet (50') in width. Any new roads shall be limited to twenty-two (22') feet in width for the actually traveled roadbed. Operator shall at all times be responsible for maintaining any access roads it uses or constructs on Said Land during the term of this Agreement. Surface Owner shall be allowed full use of any access roads, whether new or previously existing, at all times. Operator agrees, if requested by Surface Owner, to place an appropriate sign or signs on any road, used or constructed by Operator, designating them as "private roads," to install speed limit signs and to assist Surface Owner in the control of the use of such roads by unauthorized users. Upon the expiration or earlier termination of this Agreement, all access roads constructed by Operator shall be reclaimed as provided in Paragraph 11 below, unless Surface Owner assumes ownership of said road(s) in writing. Operator shall coordinate

with other authorized users regarding maintenance when operator utilizes roads constructed and/or maintained by other authorized users.

8. Pipelines, Waterlines and Powerlines. Operator agrees that, whenever possible, Operator will construct any pipeline, waterline and/or powerlines within the access road right-of-way, if one exists. [REDACTED]

[REDACTED]

[REDACTED] Whenever practically reasonable to do so, Operator will leave trenches open for no longer than 30 days in order to prevent prolongation of disturbance to landowner's operations. Additionally, in the event of any subsequent pipeline installation, replacement and/or repair following completion of the initial pipeline(s) installation, any time Operator reopens a trench 30 days or more after the backfilling of that trench,

[REDACTED]

[REDACTED] Said permanent easement shall not exceed fifty feet (50') in width without the express written consent of Surface Owner, and Operator agrees to bury all pipe to a minimum depth of thirty-six inches (36") whenever reasonably practical to do so and to restore the surface over the same as nearly as possible to its condition prior to the laying of the line or lines. Whenever practically reasonable to do so, the Operator will place pipeline trenches in existing easements and maximize the capacity of an easement prior to utilizing a new easement in order to minimize the overall number of easements to Said Land. Operator shall back fill, compact, reseed, and re-contour the area disturbed by Operator's construction, installation, repair, or removal of any powerline, waterline or pipeline. If located outside an access road right-of-way, easements for powerlines shall be not exceed thirty feet (30') in width without the express written consent of Surface Owner. Upon termination of this Agreement, as set out in Paragraph 3, and upon request from Surface Owner, Operator shall remove all above ground temporary pipeline and powerline facilities. To the extent that it does not unreasonably interfere with Operator's operations, Operator shall allow Surface Owner (at Surface Owners sole risk and expense) to have reasonable access to and use of any powerlines installed upon Surface Owner's property upon agreement between Surface Owner, Operator and the power company for purchase of power provided it does not interfere with

Operator's operation. Upon cessation of operations by Operator, Surface Owner may at its election keep said powerlines in place at Surface owner's sole risk and expense.

9. **Cattle Guards and Gates.** Operator shall install cattle guards at all places where Operator requires access through Surface Owner's fences. Stock gates shall be installed at Surface Owner's reasonable request if the movement of livestock will be interfered with. Operator, its employees, agents, and contractors shall leave all gates located on Said Land as they found them; gates found closed are to be closed; gates found open are to be left open. [REDACTED]

10. **Fences and Reclamation.** Surface Owner shall not be liable or responsible for damage caused by its livestock to Operator or its employees, agents, contractors, or invitees, or its implements, tools, equipment, machinery, or any other fixtures belonging to Operator, unless such damage or injury was caused by the willful misconduct or intentional actions of Surface Owner. It shall be the responsibility of Operator, at its expense, to keep Operator's property and improvements on those portions of Said Land on which Operator conducts its operations or activities, safe from damage, injury or death to people and Surface Owner's livestock. Operator shall install stock tight fences around each permanent well pad, tank batteries and other potentially dangerous areas resulting from its operations. In all operations conducted by Operator on Said Land requiring the removal of soil, the topsoil will be separated from the subsurface soil, and following the completion of construction, drilling or any subsequent completion operations, Operator will place the topsoil and subsurface soil back in proper order and restore the surface of Said Land to its original condition and contour as nearly as practicable. Operator shall reclaim and restore all areas disturbed by Operator's operations as near as practical to their original condition within twelve (12) months after termination of activities at the site or right-of-way, weather permitting. Operator agrees to notify and consult with Surface Owner prior to cutting or damaging any fences, cattle guards, or other improvements of Surface Owner. All lands restored and reclaimed by Operator shall be reseeded with comparable grass seed to be selected and approved by Surface Owner in Surface Owner's reasonable discretion. Termination of the oil and gas lease, whether voluntary or involuntary, shall not relieve Operator of any obligations for reclamation of Said Land. Operator's reclamation obligations shall survive the termination of the oil and gas lease.

11. **Maintenance and General Operations.** Operator shall at all times keep the well sites, road rights-of-way, facility locations, and other areas disturbed by Operator safe and in good order, free of noxious weeds, litter, and debris, and to properly maintain such areas in such a manner as to minimize interference with the Surface Owners normal use of contiguous lands. Operator shall dispose of all litter, sewage, and debris off of Surface Owner's property at an approved disposal site. Using reasonable efforts, Operator shall not allow or permit erosion to continue on any disturbed sites and shall promptly repair, reclaim and reseed all erosion sites. Operator shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Lands. All cattle guards and fences

installed by Operator shall be kept clean and in good repair. Operator shall not cause to be constructed any living quarters on the well site or on any of Said Land, with the express exception of temporary quarters for necessary personnel, namely geologists, drilling and chemical experts, during actual drilling, completion and flowback operations.

12. **Compliance with Law.** Operator shall comply in all material respects with valid laws, ordinances, statutes, rules, orders and regulations of any federal, state, county, local or other governmental agency applicable to Said Land, any of the rights granted and conveyed herein, any well(s) or pipeline(s) installed by Operator, or Operator's operations or activities contemplated herein, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall govern the relationship of the parties. It is the mutual understanding of Surface Owner and Operator that no laws, statutes, rules, orders, regulations or requirements of any kind are to be waived unless done so in writing by Surface Owner. Operator agrees to comply with all rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") and it is the mutual understanding of Surface Owner and Operator that no COGCC rules, regulations or requirements are to be waived unless done so in writing by Surface Owner.

13. **Water.** Without prior approval of Surface Owner, Operator shall not use any water from any existing water wells owned by Surface Owner, reservoirs or springs on Said Land. Operator shall not disturb, interfere with, fill, or block any creek, reservoir, spring, or other source of water on Said Land. In the event that any water well or spring located on Said Land is lost or materially diminished in productivity, or the quality of water produced by such well or spring is reduced so that the water is unusable by livestock or humans (as the case may be), as a direct result of production of oil, gas or water by Operator, Operator shall, at its expense, immediately repair or replace any water source which is lost or diminished in productivity with a new source at least equal in productivity and quality of water to that lost as a direct result of production of oil, gas or water by Operator. If water cannot be restored within a reasonable period of time, Operator shall deliver, at its expense, sufficient water for Surface Owner's livestock or domestic requirements (as the case may be), until Surface Owner's water is restored to Surface Owner's reasonable satisfaction.

14. **Notice.** Operator agrees that prior to drilling any well or constructing any production and/or marketing facility on Said Land, it will first consult with Surface Owner in order to minimize interference with Surface Owner's normal use of Said Land.

15. **Dogs and Firearms.** Operator agrees that no dogs, firearms or hunting will be allowed on Said Land without the express written consent of the Surface Owner and that Operator will notify all of its contractors, agents and employees of this restriction.

16. **Release.** The compensation provided herein to be paid by Operator to Surface Owner shall release and discharge Operator, its agents and employees from all claims, losses, demands and

causes of action for damage to land, loss of and damage to crops, and use of land, hereafter arising as a result of Operator's drilling, producing and marketing operations within any right-of-way or easement granted herein. Notwithstanding the foregoing, Operator shall reasonably compensate Surface Owner for loss or damage to Said Land, improvements, personal property or livestock caused by or resulting from Operator's use or occupancy of Said Land occurring outside of or beyond the boundaries of any right-of-way or easement as granted herein. All livestock lost, injured or killed as a result of Operator's activities shall be paid for at market prices. Autopsies shall be required in the event Operator cannot substantiate the cause of death by observation. Cost of autopsy to be paid by Operator only if the autopsy indicates Operator was directly at fault for the loss of the livestock.

17. **Biological Survey.** Unless required to do so by law, Operator, its employees, agents and independent contractors, are specifically and strictly prohibited from conducting any biological survey, assessment, or inventory on any of Surface Owner's lands without the express written prior consent of Surface Owner. When permission has been granted, a summary of any findings and any information/data collected will be turned over to Surface Owner. Any such information gathered in violation of this prohibition is and remains the private property of Surface Owner.

18. **Archeological Survey.** Unless required to do so by law, Operator, its employees, agents and independent contractors, are specifically and strictly prohibited from conducting any archeological survey, assessment, or inventory on any of Surface Owner's lands without the express written prior consent of Surface Owner. When permission has been granted, a summary of any findings and any artifacts collected will be turned over to Surface Owner. Any such information gathered in violation of this prohibition is and remains the private property of Surface Owner.

19. **Indemnity.**

- a. Operator shall, and hereby expressly agrees to defend, protect, indemnify and hold Surface Owner, its subsidiaries, affiliates, successors, assigns, employees and agents, harmless from and against any and all judgments, fines, penalties, costs, damages, injuries, losses, expenses, liens, claims, demands, causes of action and other liabilities of every kind and character (including those of the parties, their agents and employees), including costs, attorneys' fees and settlements, arising from, out of, a result of, or in connection with the operations, activities, actions, inactions or omissions of Operator, or any of its subcontractors, agents, employees, invitees or licensees, or any other person or entity acting through or under them, or any of them on Said Lands. The indemnity provisions herein shall survive the expiration or termination of this Agreement, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Surface Owner and any successor and assignee of Surface Owner and shall be binding upon Operator and its successors and assigns.

b. Surface Owner shall be liable to Operator only for damage to Operator resulting from Surface Owner's intentional acts or willful misconduct. If Surface Owner so chooses, it can limit its liability by obtaining a broad form comprehensive general liability insurance policy protecting against loss or liability caused by their occupation and use of, and activities on, the Property. [REDACTED]

[REDACTED] If such a policy is in effect at the time of an event that may give rise to liability, then Surface Owner's liability to Operator, if any, shall be limited to the proceeds of the insurance policy. Operator acknowledges that Surface Owner shall not be held liable for any act or omission, whether intentional or otherwise, of any of Surface Owner's employees, agents, representatives, contractors, sublessees, grantees, licensees, invitees, guests or permittees, or any other person or entity that has obtained or hereafter obtains rights or interest from Surface Owner. Except to the extent arising from Surface Owner's intentional acts or willful misconduct, Surface Owner shall not be liable or responsible for any damage to or release from any pipeline, flow line, or water line, or any other damage, including but not limited to damage to Operator's machinery or equipment, that occurs as a result of normal and customary farming or livestock management practices.



20. **Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The parties hereby agree that the state courts located in the State of Colorado shall have exclusive jurisdiction over any dispute between the parties relative to this Agreement, whether said disputes sound in contract, tort or other areas of the law.

21. **Assignment.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors and assigns. Any sale by Surface Owner of its interest in Said Land shall be made subject to the terms and conditions of this Agreement. The rights and obligations of this agreement may be assigned, in whole or in part, with the consent of Surface Owner and such consent shall not be unreasonably withheld.

22. **Proportionate Reduction.** Surface Owner and Operator agree that if there are multiple surface owners of the lands described in Paragraph 1 of this Agreement, any payments to surface owner(s) will be proportionately reduced based on percentage of ownership.

23. **Notification.** Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, addressed to the party to which it is intended at the address set forth below for such party or via email to the parties:

If to Operator:

Clear Creek Resource Partners Holdings LLC  
717 17<sup>th</sup> Street, Suite 1525  
Denver, CO 80202  
Email: imyers@clearcreekrp.com

If to Surface Owner:

David G. Ries  
12285 West Ginger Creek Drive  
Boise, ID 83713  
Email: daveries7979@msn.com

24. **Entire Agreement.** Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Surface Owner and Operator, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

25. **Payments, Default and Termination.**

- a. All payments required hereunder may be made by Operator's company check, certified funds or cashier's check. In the event of the failure by Operator to timely make any payment required hereunder or to otherwise comply with all terms hereunder, Surface Owner shall notify Operator in writing of said failure. Operator shall thereafter have forty-five (45) days to completely cure such default and/or make any required payment. Failure by Surface Owner to pursue any remedy for any particular default shall not act as a waiver of its rights to pursue any other remedy for that default. The receipt and acceptance of any payment by Surface Owner from Operator shall not be construed as a waiver of any breach, default or violation of this Agreement, or any oil and gas lease, whether said breach, default or violation is known or unknown at the time of acceptance of payment by Surface Owner. The waiver of any default shall not be deemed to be a waiver of a subsequent default. In the event Operator does not cure the default within the time specified, the Operator's access under this Agreement to Said Land may be suspended by Surface Owner, including the right of ingress and egress, until such default has been cured, and Surface Owner shall not be liable for any loss or damage to Operator occasioned by Surface Owner's enforcement of this Paragraph. In the event that Operator fails to cure a default within sixty (60) following notice thereof by Surface Owner, then in addition to any other remedy available at law or in equity, and without

regard to election of remedies, Surface Owner may terminate this Agreement upon written notice to Operator, whereupon this Agreement shall have no further force or effect, and Surface Owner shall not be liable for any loss or damage to Operator occasioned by Surface Owner's enforcement of this Paragraph. Operator may make any disputed payment under protest with reservation of all rights.

- b. If after being afforded the right to cure Operator is still in default and Surface Owner chooses to file a court proceeding against Operator, and in such event Surface Owner prevails in said court proceeding, Operator agrees to pay for Surface Owner's reasonable attorney's fees, costs and expenses incurred in connection with the proceeding.

26. **Cooperation.** The parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever this Agreement requires the consent, approval, or similar action by a party, such consent, approval, or similar action shall not be unreasonably withheld or delayed, and (ii) wherever this Agreement gives a party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

27. **Disclaimer of Warranties.** Operator shall, upon execution of this Agreement, be deemed to have waived any and all objections (except in the case of any breach of any representation or warranty made by Surface Owner as expressed herein) to the physical characteristics and conditions of Said Land which would have been disclosed by Operator's reasonable inspection and inquiry. Operator acknowledges that, except as set forth in this Agreement, neither Surface Owner nor any of its respective employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Operator as to any matters concerning Said Land, the present use thereof, and/or the suitability of Operator's intended or contemplated use of Said Land. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, the purpose(s) to which Said Land is suited, the physical condition of Said Land, drainage, proposed routes of roads or extensions thereof or the availability of utility tie-ins, and governmental permits or approvals of any kind. Operator represents and warrants to Surface Owner that it and its representatives and employees have made or will make their own independent inspection and investigation of Said Land.

28. **Current Physical Condition.** Operator acknowledges and agrees that, except for the express representations and/or warranties made in this Agreement by Surface Owner, Said Land is to be leased and accepted by Operator under this Agreement in its present condition "AS IS, WHERE IS AND WITH ALL FAULTS," and that no patent or latent physical conditions of Said Land, whether or not known or discovered, shall affect the rights of either party hereto. Prior to the commencement of construction, Operator will have had the opportunity to investigate and acquire knowledge of operative or imposed

governmental laws and regulations (including, but not limited to, zoning, environmental, hazardous waste, and land use laws and regulations) to which Said Land may be subject, and will make use of its leasehold interest in Said Land, in part, on the basis of its review and determination of the application and effect of such laws and regulations. Any agreements, warranties, or representation not expressly contained in this Agreement shall in no way bind Surface Owner.

29. **Title.** SURFACE OWNER EXPRESSLY MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO SAID LAND. NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO SURFACE OWNER'S PURPORTED OWNERSHIP OF SAID LAND. OPERATOR SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT OPERATOR'S ABILITY TO USE SAID LAND AS INTENDED. THE RISK, COST AND EXPENSE OF TITLE FAILURE SHALL REST WITH OPERATOR AND NOT WITH SURFACE OWNER.

30. **Waiver.** The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. Acceptance of partial payment by Surface Owner shall not constitute a waiver of any default of this Agreement by Operator (including failure to make payment in full) or any rights of Surface Owner under this Agreement or as otherwise provided by law. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term, or provision of this Agreement.

31. **Interpretation of this Agreement.** This Agreement is the result of negotiations between the parties, neither of whom has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Surface Owner and Operator hereby waive the application of any rule of law which otherwise might be applicable to the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed the Agreement or any earlier draft of the same. In the event that Surface Owner must initiate legal action in order to enforce its rights under this Agreement and prevails, Surface Owner shall be entitled to reasonable attorney's fees expended for enforcement.

32. **No Partnership.** Nothing contained in this Agreement, nor any agreements or transactions contemplated hereby, shall be construed to create a partnership, trust, association, fiduciary relationship, joint venture, or other relationship between the parties, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. The duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Surface Owner and Operator shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

33. **Environmental Matters.** Operator shall immediately notify Surface Owner upon Operator's acquiring knowledge of the presence of, or any contamination by, Hazardous Materials on Said Land in violation of Environmental Laws, resulting from Operator's operations thereon. In the event of any emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste, Operator shall immediately assume any required environmental remediation (including, without limitation, monitoring with respect to any groundwater contamination, or any soil remediation, monitoring, or containment) of Said Land (or any adjacent property or any groundwater which has become contaminated), in order to comply with any laws, rules, regulations, orders, directives, or mandates of any local, state, or federal governmental or quasi-governmental authority having jurisdiction over Said Land and/or any environmental risks or hazardous conditions associated therewith, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). In this regard, Operator shall immediately comply with any governmental requirements for the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials contamination, and Operator shall immediately provide to Surface Owner satisfactory evidence of such compliance. The use and storage of any Hazardous Materials by Operator shall not occur in any manner that is harmful to Surface Owner and shall be in full compliance with all Environmental Laws. Operator's obligations hereunder shall survive the surrender, expiration or earlier termination of the oil and gas lease or this Agreement. "Environmental Laws" means any and all federal, state, and local laws, ordinances, codes, and regulations relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials. Environmental Laws includes, but is not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and the common law. "Hazardous Materials" means (i) any and all substances, materials, chemicals, and wastes which are now or hereafter classified or regulated under current or future Environmental Laws; and (ii) "hazardous substance," "pollutant or contaminant," "petroleum," and "natural gas liquids" as such terms are defined or used in Section 9601 of CERCLA.

34. **Construction Liens.** Surface Owner shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of wells, tank batteries, oil and gas flow lines, or any other facilities or improvements of any kind made on Said Land by Operator. The rights granted to Operator hereunder shall not be construed to create any responsibility on the part of Surface Owner to pay for any improvements, alterations or repairs occasioned by Operator. Operator shall, at all times, keep Said Land free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Operator's use of Said Land; *provided, however*, that if such a lien is filed against Said Land, Operator shall protect, indemnify and hold Surface Owner harmless against the consequences thereof.

35. **Payments Made Non-Refundable.** Except in the event of a mathematical mistake in calculating any payment due under this Agreement by Operator, all payments made in accordance with this Agreement by Operator to Surface Owner are non-refundable. Under no circumstances shall Operator be entitled to a refund of any part of any payment to Surface Owner. Except in the case of mistake, once a payment is issued by Operator to Surface Owner, Operator disclaims any right, title or interest in and to any of the funds paid.

36. **Survey.** Following the drilling of any well or construction of any production and/or marketing facility or roads, but no more than one hundred eighty (180) days thereafter, Operator shall provide Surface Owner an "as-built" survey of all facilities installed on Said Land, including tank batteries, gas, water and oil flow lines, well sites, mud pits, roads, and any other facilities necessary for the production, storage, disposal, transportation and marketing of gas, water and/or oil from each well location on Said Land. The cost for such work shall be borne by Operator. Operator shall provide a copy of all surveys to Surface Owner at no charge.

37. **Representations of Operator.** As a material inducement and as part of the consideration for Surface Owner entering into this Agreement, it is relying on the following representations of Operator: that Operator is a corporation in good standing; that it is authorized to do business in the State of Colorado; that it is at the time of execution of this Agreement solvent; that there are no judgments against Operator which if satisfied would render Operator insolvent; that Operator has sufficient unencumbered assets to satisfy all of its obligations hereunder, including all obligations relating to the plugging and abandonment of its wells and the reclamation of Said Land; and that bonds in the required amounts are in place with the State of Colorado to comply with all applicable laws, rules and regulations.

38. **Partial Invalidity.** If 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 any of the other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

39. **Time.** Time is of the essence in this Agreement.

40. **Memorandum of Agreement.** Surface Owner and Operator, simultaneously herewith, have executed a memorandum of this Agreement, attached hereto as Exhibit "A," which shall promptly be recorded in Weld County, Colorado.

41. **Temporary Surface Water Lines.** Operator has the right to lay temporary surface water pipeline(s) to transport water from the water source to and from a well site. [REDACTED]

[REDACTED]

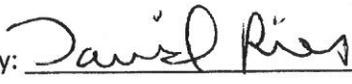
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

OPERATOR: Clear Creek Resource Partners Holdings, LLC

By: Clear Creek Resource Partners LLC, its sole member

SURFACE OWNER: David G. Ries

By:   
Ryan Zorn – President & CFO

By:   
David G. Ries