

**EASEMENT, RIGHT-OF-WAY  
and  
SURFACE DAMAGES AGREEMENT**

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of AUG 28, 2014, by and between Doris I. & Jaymie R. Cruickshank ("Surface Owner"), whose address is 17998 CR 32 Platteville, CO 80651 and High Plains Disposal, Inc. ("HPD"), with offices at 1900 S. Sunset Street, Suite 1-F, Longmont, CO 80501 covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows for the "Well" specifically listed below:

Township 3 North, Range 66 West, of the 6<sup>th</sup> P.M.  
Section 24: E/2E/2: Lot "D" of Recorded Exemption RE-4049  
Injection Well (the "Well"): Platteville #2

For and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees to the terms and provisions set forth as follows:

1. Compensation for Operations; Release of All Claims

HPD shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and HPD of even date, as full consideration and final settlement and satisfaction for any and all reasonable and customary detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of HPD drilling and completion operations on the Lands related to the Well, and its continuing activities for the injection of fluids associated with such operations and activities including, but not limited to, surface use, access, wellhead equipment, pipelines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable and customary uses of land related to said operations or activities.

2. Acknowledgement of Right of Way and Easement

Surface Owner acknowledges and understands that HPD, owns an easement and right-of-way that burdens the Lands, and that HPD has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands related to the Well, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities related to the Well; provided, however, HPD agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed. Except as to the Well, this Agreement does not affect or in any way limit the rights of HPD pursuant to any easement that covers all or any portion of the Lands.

All flowlines shall be buried to a depth of a minimum of forty-eight (48) inches below the surface of the ground.

3. Waivers

Surface Owner hereby waives its right and covenants not to protest or object to the use of the surface of the Lands related to the Well so long as such use is consistent with this Agreement. Furthermore, Surface Owner will provide HPD or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

5. Binding Agreement

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

The undersigned have executed this Agreement as of the day first above written.

Surface Owner:

By: *Doris I. Cruickshank*  
Doris I. Cruickshank

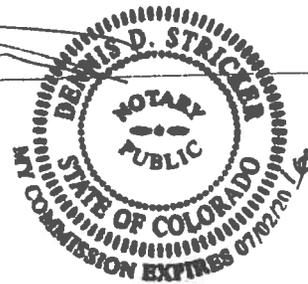
By: *Jaymie R. Cruickshank*  
Jaymie R. Cruickshank

STATE OF Colorado )  
 )ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of AUG, 2014, by DORIS I. CRUICKSHANK & JAYMIE R. CRUICKSHANK

Witness my hand and official seal.

*Dennis D. Stricker*  
Notary Public

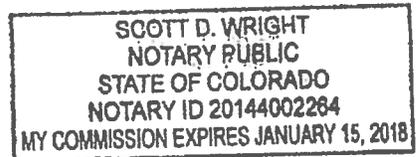


My commission expires 7/2/2016

High Plains Disposal, Inc.

By: *Gary W. Wright*  
Title: *President*

STATE OF Colorado )  
 )ss  
COUNTY OF Boulder )



The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2014, by Gary W. Wright

Witness my hand and official seal.

*Scott D. Wright*  
Notary Public

My commission expires January 15, 2018

