

**ACCESS AGREEMENT FOR WELLSITE REMEDIATION**

**THIS ACCESS AGREEMENT FOR WELLSITE REMEDIATION** ("Agreement") is made and entered into this 3<sup>rd</sup> day of April, 2018 by and between Dunham Trust Company, as Co-Trustee of the Ronald M. Jones Testamentary Trust, whose address is 1635 Foxtrail Dr., Loveland, CO 80538, hereinafter referred to as "Grantor" whether one or more, and Enerplus Resources (USA) Corporation ("Enerplus"), whose address is 950 17<sup>th</sup> St., Suite 2200, Denver, CO 80202, hereinafter referred to as "Grantee".

**WHEREAS**, Grantor is the surface owner of the following described lands in Weld County, Colorado:

**Township 8 North, Range 67 West, 6<sup>th</sup> P.M.**  
**Section 35: ALL**

(hereinafter referred to as the "Lands") and

**WHEREAS**, Grantee desires to enter onto and cross such Lands for the purpose of remediation of the Jones #1 Well:

Well Name	API#	Q4Q4	Section	Township	Range	County
Jones #1	05-123-11988	SWSE	35	8 North	67 West	Weld

(hereinafter referred to as the "Remediation Well Site").

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, and for two thousand dollars (\$2,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

- I. Grantor and its assigns or agents shall grant, lease and let to Grantee the full right of ingress and egress from the Lands and the right to construct an access road if deemed necessary by Grantee, along with the right to move a truck-mounted workover rig, re-working/drilling/plugging tools, vehicles and all other machinery and equipment necessary or incident to all operations in respect of any remediation of the Remediation Well Site as required by the Colorado Oil and Gas Conservation Commission to protect ground water.
- II. This Agreement and the rights granted herein are effective on the date of execution by Grantor and shall continue in full force and effect for **180 days** from the effective date.
- III. If it is determined by Grantee that a new access road will be required:
  - i. Grantee shall pay the sum of \$3,000.00 (Three Thousand Dollars) per acre as consideration for the construction, maintenance, and use of any new access road.
  - ii. Cattle guards or gates will be constructed, if requested by Grantor, at all places where they go through a fence line.
  - iii. Grantor and Grantee shall finalize an access route and Grantor will be provided with an exhibit showing such route.
  - iv. If there is any fill used for access road construction across any drainage, then culverts will be used for the free flow of water through said drainage.
  - v. It is understood that any new access road constructed across the said Lands shall not exceed thirty-five (35') feet in width without the prior approval of Grantor.
- IV. Grantor agrees to timely repair any material damages to the property as a direct result of Grantor's operations.
- V. The existing fences and gates will be kept closed at all times except when opened for passage of traffic.
- VI. Grantor hereby waives the following notices required by the Colorado Oil and Gas Conservation Commission ("COGCC") and any 30-day comment periods attributable thereto:
  - i. COGCC Rule 305.a.(2) Pre-Application Notification to Surface Owner
  - ii. COGCC Rule 305.c.(1) Completeness Determination and Comment Period

- iii. COGCC Rule 305.f. Statutory Notice to Surface Owner
- iv. COGCC Rule 306.a. Consultation and Meeting Procedure for Surface Owners

- VII. This Agreement shall be binding upon the Grantor and Grantee hereto, their heirs, successors and assigns, and shall run with the Lands. Both the Grantor and Grantee may assign this Agreement.
- VIII. This Agreement constitutes the entire agreement between the Grantor and Grantee and supersedes all prior agreements and understandings, both written and oral, between the Grantor and Grantee with respect to the subject matter hereof. This Agreement may only be amended, modified, or supplemented by a written instrument signed by all the parties expressly stating that such instrument is intended to amend, modify or supplement this Agreement. Each party waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement.
- IX. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be considered one and the same document.
- X. If at any time subsequent to the date hereto any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

**GRANTOR: Dunham Trust Company, as Co-Trustee  
of The Ronald M. Jones Testamentary Trust**

By: John Nicholas, Sr. Trust Officer

**GRANTEE:**

By: Carla Konopka  
Land Manager, US Operations

**ACKNOWLEDGEMENT**

STATE OF Colorado )  
 ) ss.  
COUNTY OF Larimer )

On this 3<sup>rd</sup> day of April, 2018, before me, a Notary Public, personally appeared **John Nicholas, Sr. Trust Officer**, a duly Authorized Agent of **Dunham Trust Company, as Co-Trustee of The Ronald M. Jones Testamentary Trust**, on behalf of the corporation.

WITNESS my hand and official seal the day and year first above written.

(SEAL)

Ryan Robert Lang  
NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF **COLORADO** )  
 ) ss.  
COUNTY OF **DENVER** )

On this 5<sup>th</sup> day of April, 2018, before me, a Notary Public, personally appeared Carla Konopka, a duly Authorized Agent of Enerplus Resources (USA) Corporation, on behalf of the corporation.

WITNESS my hand and official seal the day and year first above written.

(SEAL)

YASUKO S. ARMSTEAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124022883  
MY COMMISSION EXPIRES MAY 18, 2020

*Yasuko S. Armstead*  
NOTARY PUBLIC