



## ACCESS RIGHT-OF-WAY AND PIPELINE EASEMENT AGREEMENT

STATE OF COLORADO                     )  
   )  
COUNTY OF GARFIELD                 )

This Access Right-of-Way and Pipeline Easement Agreement, "Agreement", is effective as of the 24<sup>th</sup> day of April, 2018, and is entered into by and between **CLOUGH SHEEP COMPANY, LLC**, "Grantor", whose address is PO BOX 686, Rifle, Colorado 81650, and **TEP ROCKY MOUNTAIN LLC**, "Grantee", whose address is 1058 County Road 215, Parachute, Colorado 81635. Grantor and Grantee are herein referred to collectively as the "Parties."

FOR AND IN CONSIDERATION of the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, convey, and assign unto Grantee, and its successors and assigns, a non-exclusive easement and right-of-way for the purpose of a) surveying, constructing, maintaining, servicing, inspecting, using, operating, modifying, protecting, and repairing a tank farm located north of the existing Rulison Water Management facility and further depicted on the attached Exhibit "A", b) surveying, constructing, maintaining, servicing, inspecting, using, operating, modifying, widening, protecting, repairing, and abandoning an existing road, "Road", along with ingress and egress on, over, through, and across a strip of land twenty-five (25) feet in width, "Road Right-of-Way", as depicted on the attached Exhibit "B", and c) surveying, clearing, excavating, installing, laying, constructing, maintaining, inspecting, operating, repairing, testing, and removing and/or abandoning in place two (2) natural gas pipelines, two (2) produced water pipelines, and one (1) condensate pipeline and related appurtenances as depicted on the attached Exhibit "B", along with ingress and egress, for the transportation of oil, gas, water, and other petroleum products, and erecting, maintaining, and removing drips, valves, fittings, meters, cathodic protection, and other equipment and appurtenances as may be necessary or convenient for such operations (all of Grantee's personal property being collectively referred to as the "Pipeline") on, over, under, through, and across a strip of land thirty-five (35) feet in width for an approximate distance of three thousand eight hundred eighty-six (3,886) feet from the PA 41-24 pad and for an approximate distance of three thousand five hundred ninety-six (3,596) feet from the DOE 1-M-18 pad location, "Pipeline Easement", located on the following described lands:

Township 6 South, Range 94 West, 6<sup>th</sup> P.M.  
Section 17: SW $\frac{1}{4}$ SW $\frac{1}{4}$   
Section 18: W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$   
Garfield County, Colorado

as depicted on the attached Exhibits "A" and "B". All rights granted herein being collectively referred to as the "Purpose".

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, such grant to be for the Purpose granted herein for as long as provided herein.

This Agreement is made subject to the following terms and conditions:

1. TEMPORARY SURFACE LINE: Grantee has the option to survey, clear, install, lay, construct, maintain, inspect, operate, repair, test, and remove two (2) temporary surface waterlines on the Pipeline Easement. Grantee shall also have the option to lay three (3) four and one-half inch (4.5") temporary steel frac lines as depicted on the attached Exhibit "B".
2. TEMPORARY ADDITIONAL WIDTH: During the Pipeline construction, Grantee may temporarily use an additional twenty-five (25) feet of work area adjacent to the Pipeline Easement at locations that it is reasonably necessary or convenient, such as roads, streams, ditches, or specific areas which require more difficult procedures during Grantee's exercise of the Purpose.
3. NOTICE: Grantee shall give Grantor seven (7) days' notice before Road or Pipeline construction. Any notice, demand or communication to be given to Grantor or Grantee may be delivered in person, by certified or registered mail, postage prepaid, or by fax or electronic mail with confirmation of receipt, addressed to the party for whom intended as follows:

Clough Sheep Company, LLC  
Attn: Mr. Dan Snyder  
PO BOX 686  
Rifle, Colorado 81650

TEP Rocky Mountain LLC  
Attn: Land Department  
1058 County Road 215  
Parachute, Colorado 81635  
(970) 285-9377



Either party may give written notice designating a different address to substitute for the one specified above when necessary. Notice shall be deemed given upon receipt.

4. USE AND ENJOYMENT: Grantor reserves the right to the use and enjoyment of the Road Right-of-Way and Pipeline Easement for any use, but shall not hinder, conflict, or interfere with Grantee's surface or sub-surface rights granted herein or disturb Grantee's facilities without the express written consent of Grantee.
5. DAMAGES: The consideration paid by Grantee and received by Grantor includes full and final payment for any and all damages to the land, growing crops, pasturage, timber, fences, buildings, or other improvement of Grantor resulting from the exercise of the rights herein granted during initial construction. Grantor waives the right to collect any further or additional damages in any way arising or resulting from the exercise of the rights herein granted.
6. RECLAMATION: Whenever lands are disturbed by Grantee during times of Road or Pipeline construction and/or maintenance, Grantee shall reclaim and reseed the land within six (6) months after said Road or Pipeline construction and/or maintenance is complete and repair any damage to other structures, as well as crops, timber, and pasturage of Grantor that may subsequently arise from the exercise of the rights herein granted after the initial construction.
7. DEPTH OF PIPELINE(S): Grantee agrees to bury the Pipeline so that the top of said Pipeline will be buried at least thirty-six (36) inches below the existing ground level contour at the time of initial construction. In areas of rock concentration or where it is difficult to bury the Pipeline that deep, the Pipeline shall be buried so that the top of said Pipeline will be buried at least eighteen (18) inches below the existing ground level contour at the time of initial construction.
8. AS-BUILT: Upon written request of Grantor, Grantee has thirty (30) days to provide Grantor an as-built of the Pipeline as constructed in the Pipeline Easement herein granted.
9. FENCES, GATES, AND ROADWAYS: If there are gates or roadways now existing along or across the Pipeline Easement, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee shall repair any fence, cattle guard, gate, or any other structure that is damaged during Grantee's Pipeline construction and/or maintenance while on Grantor's property within a forty-eight (48) hour period. If a fence or gate is taken down during Grantee's Pipeline construction and/or maintenance, said fence or gate shall be reinstalled and/or repaired by close of business that same day, unless Grantor gives approval otherwise.
10. WEED CONTROL: Grantee shall be responsible for controlling all noxious weeds on the Road Right-of-Way and Pipeline Easement. Grantee shall also be responsible for preventing such noxious weeds from spreading to Grantor's lands adjacent to the Road Right-of-Way and Pipeline Easement. In the event such noxious weeds spread to Grantor's lands adjacent to the Road Right-of-Way or Pipeline Easement, Grantee shall be responsible for controlling the noxious weeds on those lands as well, provided that those portions of the adjacent lands affected by the construction of the Pipeline were free of such noxious weeds prior to construction. If the lands immediately adjacent to the Road Right-of-Way or Pipeline Easement are not free of such noxious weeds prior to construction, Grantee's responsibility shall be limited to reasonable control of such noxious weeds on the Road Right-of-Way or Pipeline Easement. If Grantee locates or Grantor notifies Grantee of the location of noxious weeds on the Road Right-of-Way or Pipeline Easement or adjacent lands, Grantee shall implement control procedures before noxious weeds go to seed. Grantee's responsibility for weed control shall be ongoing and shall continue for three (3) years after the Road Right-of-Way and Pipeline Easement has ceased to be used by Grantee for the purposes herein granted. Such control as set forth above shall at the very minimum conform to those established by the Bureau of Land Management.
11. TERMINATION: Beginning when the pipeline is put into service, this Agreement and all rights granted hereunder shall terminate automatically upon Grantee's non-use of the Road Right-of-Way and Pipeline Easement for a consecutive period of twenty-four (24) months. Upon termination of the Agreement, Grantee shall execute and record a release of this Agreement. Additionally, upon termination, Grantee shall remove the Pipeline and reclaim the Road Right-of-Way and Pipeline Easement, unless Grantor agrees in writing to allow the Pipeline to remain in place or requests assignment of the Pipeline, in which case Grantor shall, effective as of when the Pipeline is assigned, become solely responsible for the same.
12. NON-EXCLUSIVE USE AND RESERVATIONS: This Agreement and all other rights hereby granted are not exclusive to Grantee and are limited to the specific grant herein. This Agreement does not, in any way whatsoever, convey any water rights or the right to use water. Grantor reserves unto itself and its successors and assigns all rights not specifically granted to Grantee herein. Grantor may grant additional rights-of-way or easements on, over, across, under and/or through the Road Right-of-Way and Pipeline Easement to any third



party for any reason, in Grantor's sole and absolute discretion, so long as such grant does not interfere with Grantee's rights as described in this Agreement.

13. **CHANGE OF OWNERSHIP:** This Agreement shall be binding upon, and its benefit and burden shall inure to, the heirs, successors and assigns, and assigns of the Parties.
14. **ASSIGNABILITY:** This instrument and the covenants and agreements herein contained may be assigned in whole or in part only upon prior written consent of Grantor, such consent shall not be unreasonably withheld.
15. **COOPERATION:** Grantor agrees to cooperate with Grantee, at Grantee's sole cost, in obtaining any permits, licenses, permissions, or approvals, including but not limited to driveway permits, highway access permits and land use permits, "Permits", which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate, or effectuate the Purpose. Grantor agrees to join in the application for any such Permits if Grantor's signature is required in the application process.
16. **INDEMNITY:** Grantee does hereby covenant and agree to indemnify and hold Grantor harmless against any and all losses, damages, claims, demands and suits (and all reasonable costs and expenses incidental thereto, including court costs and attorney's fees) that Grantor may suffer or incur or to which it may be made liable (collectively, "Claims"), arising from personal injury, death, property damage, environmental damage, pollution or contamination relating to the surveying, constructing, maintaining, servicing, inspecting, using, operating, modifying, widening, protecting, repairing, and/or abandoning of the Road or the surveying, clearing, excavating, installing, laying, constructing, maintaining, inspecting, operating, repairing, testing, and removing and/or abandoning the Pipeline or arising from Grantee's performance or exercise or failure to perform or exercise any and all rights or obligations under this Agreement. Grantee's indemnity obligations shall exclude all Claims resulting from the gross negligence or malicious acts (or omissions) of Grantor, its agents, employees, or representatives.
17. **ENTIRE AGREEMENT:** This Agreement constitutes all of the agreements and stipulations of the parties pertaining to the Road Right-of-Way and Pipeline Easement, superseding all prior agreements, representations, or understandings, whether written or verbal, and may be modified or amended only by a written agreement signed by both parties.
18. **SEVERABILITY:** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire agreement between Grantor and Grantee covering the subject matter hereof.
19. **COUNTERPARTS:** This document may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

EXECUTED on the date set forth in the acknowledgments.

GRANTOR:

**CLOUGH SHEEP COMPANY, LLC**

By: 

Name: Dan Snyder  
Title: Manager

GRANTEE:

**TEP ROCKY MOUNTAIN LLC**

By: 

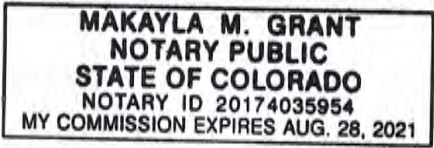
Name: Tiffany D. Pollock  
Title: Vice President of Land

ACKNOWLEDGEMENTS

STATE OF COLORADO       )  
  )  
COUNTY OF GARFIELD    )

On this 24<sup>th</sup> day of April 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Dan Snyder** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in the capacity of **Manager** of **CLOUGH SHEEP COMPANY, LLC**.

My Commission Expires: 08/28/2021

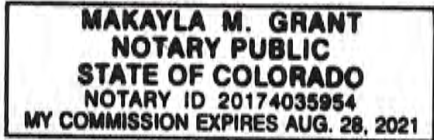


Makayla M. Grant  
Notary Public

STATE OF TEXAS       )  
  )  
COUNTY OF HARRIS    )

On this 30<sup>th</sup> day of April 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Tiffany C. Pollock** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed same in the capacity of **Vice President of Land** of **TEP ROCKY MOUNTAIN LLC**.

My Commission Expires: 08/28/2021



Makayla M. Grant  
Notary Public



Exhibit "A"

Attached to and made a part hereof that certain ACCESS RIGHT-OF-WAY AND PIPELINE EASEMENT AGREEMENT dated this 24<sup>th</sup> day of April 2018 by and between  
**CLOUGH SHEEP COMPANY, LLC**, Grantor, and **TEP ROCKY MOUNTAIN LLC**, Grantee

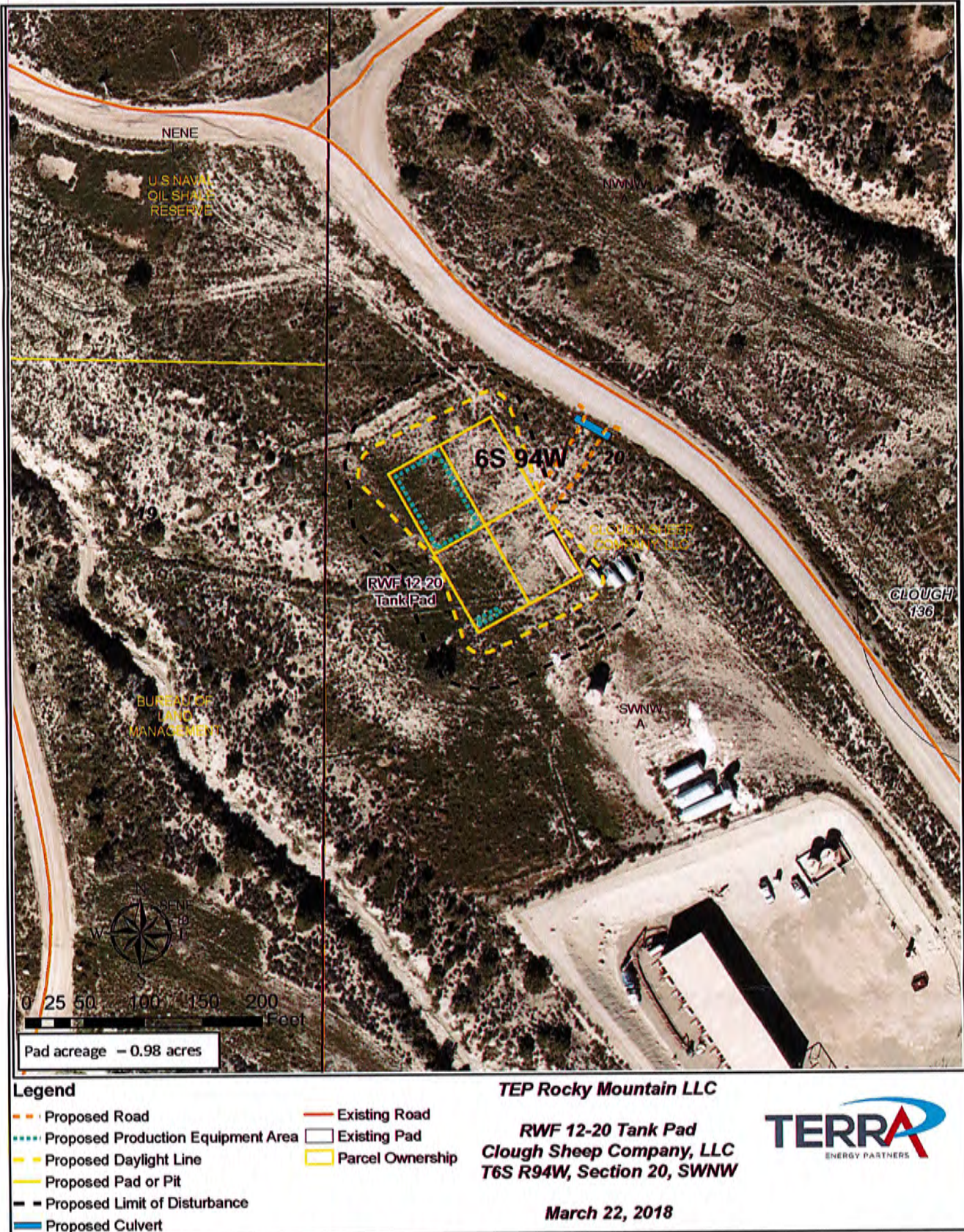




Exhibit "B"

Attached to and made a part hereof that certain ACCESS RIGHT-OF-WAY AND PIPELINE EASEMENT AGREEMENT dated this 24th day of April 2018, by and between CLOUGH SHEEP COMPANY, LLC, Grantor, and TEP ROCKY MOUNTAIN LLC, Grantee

