

## AGREEMENT FOR TEMPORARY ACCESS

STATE OF COLORADO                     )  
   ) ss.  
COUNTY OF ADAMS                     )

**Owners:**           The Maxine A. James Family Bypass Trust  
                          P.O. Box 25  
                          Eastlake, CO 80614

And

Donald P. and Maxine A. James Trust, made on February 10, 2004, as amended  
P.O. Box 25  
Eastlake, CO 80614

Collectively "Owners."

**Licensee:**       Great Western Operating Company, LLC  
                          4093 Specialty Place, Unit B  
                          Longmont, Colorado 80504

**FOR AND IN CONSIDERATION** of Five Thousand Dollars (\$5,000.00), and other good, valuable and non-refundable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, this Agreement for Temporary Access ("Agreement") is effective the 19<sup>th</sup> day of November, 2019 ("Effective Date"), whereby Owners do hereby grant, bargain, sell and convey unto Great Western Operating Company, LLC ("GWOC"), as Licensee, a limited, temporary, non-exclusive right to access those lands identified below and herein for the sole purpose of locating and replugging and abandoning the Horst #1 Well and then reclamation in accordance with the terms and conditions set forth herein:

1.     **Background.** As a matter of background GWOC is or has assumed responsibility of replugging and abandoning the Horst #1 Well (the "Well Site"). Replugging and abandoning the Horst #1 as well as reclamation and clean-up of the lands in the vicinity of and accessing the Well Site shall include not only all those matters required by state, federal or local authorities, including the Colorado Oil and Gas Conservation Commission, but also those requirements set forth herein so that the lands can be restored, as best possible, to their natural condition. Part of the reclamation shall include backfilling, contouring and reseeding areas that will be disturbed or excavated as part of these operations as well as repairing any other lands, including the access route, to its condition as existed prior to GWOC's access. The expected location of the Horst #1 Well is generally depicted on that map attached hereto as Exhibit A. Any equipment, tools, cameras, poles or other materials on the Well Site shall be removed at the conclusion of said work.
2.     **Access.** Licensee shall have a non-exclusive and temporary right of access through and across that portion of Owners' land as outlined in Exhibit A hereto as well as a temporary right of access for the replugging and abandoning operations of the Horst #1 Well. Access shall only be allowed during daylight and normal business hours (no holidays) and not during wet or muddy conditions. Licensee shall provide written notice of the exact date it intends to start the process of locating, plugging and abandoning the Horst #1 well which shall then trigger the dates and deadlines set forth in the Terms section below.
3.     **Term.** The term of this Agreement for the locating, plugging and abandoning of the Horst #1 well shall be a total of three (3) consecutive weeks. Licensee may commence with the process of locating, plugging and abandoning the Horst #1 well anytime from the Effective Date of this Agreement until June 30, 2020. For

post plugging and abandoning reclamation required hereunder, GWOC shall have access until completed as required herein. In the event Licensee does not commence and complete the locating, plugging and abandoning of the Horst #1 well by June 30, 2020, this Agreement shall expire and any access thereafter shall require a new agreement and new compensation.

4. **Compensation Payment.** GWOC shall pay each Owner in separate checks the non-refundable amount of \$2,500.00 (for a total of \$5,000.00) contemporaneous with execution of this Agreement and no access shall be granted until payment is received by Owners.
5. **Call Before you Dig, Pre-Access Walk Thrus and Additional Communication.** Prior to access and any digging or other activities, GWOC agrees to locate or have located all underground utilities and water lines located on the lands in the area of the Well Site. Thereafter, GWOC shall meet on-site with Owners to identify those locates as well as to generally describe the expected activities to make sure that all parties are in agreement. During the plug and abandon activities as well as thereafter during all phases of reclamation, GWOC shall initiate regular communications to Owners as to status of all matters pertinent hereunder. To the extent GWOC installs cameras for the project, GWOC shall work with Owners to allow access to said cameras and to provide copies of video if requested by Owners.
6. **Damages Caused by Licensee.** GWOC agrees to pay Owners for all damages to the land, livestock, timber, crops, improvements or other property of Owners caused by GWOC, its agents, servants, employees, contractors or subcontractors in performing any matters authorized herein or other related activities regardless of when said damages are incurred.
7. **Open Ditches and Trenches; Fencing.** GWOC shall take reasonable precautions to prevent livestock from being injured. If livestock are in the pasture where activities are taking place, no ditches or trenches shall be left open and unsupervised during any periods of time while construction is not actively taking place without being temporarily fenced.
8. **Artifacts.** All artifacts, fossils, relics, or other items discovered on the deeded lands of Owners during activities authorized hereunder belong to Owners. Upon discovery, such findings shall be reported to Owners and shall be left in place or turned over as directed by Owners.
9. **Non-Disturbance.** Except as otherwise agreed as between GWOC and Owners, GWOC and its employees and agents shall not disturb, use, or travel upon any of Owners' lands not covered by this Agreement as identified on Exhibit A.
10. **Restoration and Reclamation.** GWOC shall timely reclaim, remediate, recontour, restore and reseed the surface of the Well Site as well as nearly as reasonably practicable and permissible to a condition that is equal to surrounding lands. As to the access route, GWOC agrees to restore it to the same or better condition as it was when access was first initiated. This obligation includes the requirement that GWOC repair, rebuild or otherwise reconstruct all roadways, fences, culverts, cattleguards, or other infrastructure or lands damaged by the activities of GWOC. GWOC shall include appropriate amounts and levels of top soil so as to expedite the reclamation process. All such restoration, reclamation, remediation and reseedling shall be accomplished to the reasonable satisfaction of Owners.
11. **Indemnification.** GWOC shall indemnify, defend, and hold Owners and their trustees, beneficiaries, agents, successors, and assigns harmless from any and all claims, liabilities, demands, suits, losses, damages, and costs (including, but not limited to, reasonable expert fees and attorneys' fees) which result from exercise of GWOC's rights or from the activities or omissions of GWOC or its contractors hereunder (including, but not limited to, any claim that GWOC operations are illegal, unauthorized, or improper, asserted by any entities or persons, or a state or federal agency for environmental damage), except to the extent any such claims or losses are caused by the negligence or willful misconduct of Owners' employees, contractors or agents.

12. **Conduct.** Unless construction or maintenance is actively taking place, GWOC shall not store any equipment on Owners' lands. GWOC shall not construct or park any living quarters or house trailers on any kind on Owners' land. GWOC shall not permit or allow its agents, employees, successors, or assigns to carry any firearms, explosives, crossbows, or other weapons while on Owners' lands. GWOC, its agents, employees, successors, or assigns are not permitted to hunt or camp on said premises or use the lands for any recreational purpose. No dogs shall be permitted on Owners' land at any time. GWOC, its agents, employees, successors, or assigns are not permitted to consume, be under the influence of, or possess alcohol, marijuana or controlled substances on said premises. No littering shall be permitted on Owners' property.
13. **Maintenance of Vegetation.** Until vegetation is fully established, GWOC shall reseed areas with a certified seed mix prescribed by Owners for the purpose of restoring the vegetation to as near its original condition as practicable. On a regular basis and until eliminated thereafter, GWOC shall inspect and control all noxious or undesirable weeds on or adjacent to the Well Site or access route. Should noxious or undesirable weeds be introduced to adjacent lands due to GWOC activities, GWOC shall also inspect and control those noxious or undesirable weeds until returned as nearly as practicable to the same condition as existed immediately prior to said activities.
14. **Governing Law and Venue.** This Agreement shall be construed under and be governed by the laws of the State of Colorado, and the provisions hereof shall be interpreted in a manner to sustain their validity and enforceability. With respect to any dispute arising hereunder, venue will lie in the appropriate courts in the State of Colorado, and the Parties consent to personal jurisdiction in the State of Colorado.
15. **No Public Grant.** The access rights granted herein are not intended to and shall not be construed as conferring any benefit on the general public or to any party other than Owners and Licensee. The parties do not hereby dedicate or offer for dedication to the public any real property or improvements whatsoever.
16. **Insurance.** Licensee shall maintain in force at all times a commercial general liability insurance policy in sufficient amounts to cover all damages and requirements hereunder.
17. **Lien Waivers.** At the conclusion of GWOC's operations, GWOC shall provide to Owners appropriate lien waivers to assure that Owners' lands are not thereafter subject to any liens.
18. **Authority.** Each of the signatories hereto represents and warrant that each has the authority to bind Owners or Licensee, as applicable, to this Agreement and to all obligations required herein.
19. **Counterparts.** This Grant may be executed in original counterparts, and when so executed and delivered by each party shall for all purposes be considered an original.
20. **Warranty of Title.** Owner is not warranting title to the lands nor route of access in any manner whatsoever.

IN WITNESS WHEREOF the parties enter into this AGREEMENT FOR TEMPORARY ACCESS on the dates set forth at their respective signatures.

Owner:

Licensee:

Owner

GWOC

By: Donna S. Romero,

Name: Donna S. Romero, Co-Trustee  
Co-Trustee

By: \_\_\_\_\_

Name: Steve Harris

Title: VP of Completions and Production

By: \_\_\_\_\_

Name: Carol A. DeFrango, Co-Trustee

By: Donald A. James - Co-Trustee

Name: Donald A. James, Co-Trustee

By: \_\_\_\_\_

Name: Gina C. James, Co-Trustee

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**Licensee:**

**Owner**

**GWOC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Donna S. Romero, Co-Trustee

Name: Steve Harris

Title: VP of Completions and Production

By: Carol A. DeFrance, Co-Trustee

Name: Carol A. DeFrance, Co-Trustee

By: \_\_\_\_\_

Name: Donald A. James, Co-Trustee

By: \_\_\_\_\_

Name: Gina C. James, Co-Trustee

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Name: Steve Harris

Title: VP of Completions and Production

By: \_\_\_\_\_

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By: \_\_\_\_\_

Name: Donald A. James, Co-Trustee

By: \_\_\_\_\_

Name: Gina C. James, Co-Trustee

## Exhibit "A"

Attached to and made a part of that certain Agreement for Temporary Access dated effective as of the 19th day of November 2019, by and between The Maxine A. James Family Bypass Trust and The Donald P. and Maxine A. James Trust and Great Western Operating Company, LLC

