MAR 21 2009

AGREEMENT FOR USE OF GROUND WATER

THIS AGREEMENT FOR THE USE OF GROUND WATER (the "Agreement") is entered into by and among Pine Bluffs Gravel and Excavating, Inc. ("Pine Bluffs"), William Mueller ("Mueller") and Val Deane and Kathleen Snyder ("Snyder's").

COPY

WITNESSETH

RECITALS

A. Pine Bluffs desire to withdraw and use ground water from registered water well Number G-146042, located on SW ¼ of the SW ¼ of Section 13, Township 15, Range 56, Kimball County, Nebraska, owned by the Snyder's, for the purpose of washing gravel (mining).

B. Snyder's desire to allow the withdrawal and use of ground water from well Number G-146042 by Pine Bluffs, for the purpose of washing gravel (mining).

C. Muellers desire to allow for the offsets of all water withdrawn from well G-146042 from the allocation he receives on Tract 1, located at the NW ¼ of Section 23, Township 15, Range 56, Kimball County, Nebraska

D. All parties desire to enter into this Agreement as a condition precedent to the approval of a variance by South Platte Natural Resources District (the "District"), requested by Pine Bluffs for the use of ground water for washing gravel (mining) from well Number G-146042.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. Any ground water withdrawn from well G-146042 for washing gravel (mining) shall be metered with a District approved flow meter (meter located at the G-146042 well).

2. Any ground water used for washing gravel (mining purposes) shall be subtracted from the allocation for Tract #1, as located and shown on the aerial map attached hereto and incorporated by this reference as though fully set forth ("Offset").

3. All parties acknowledge and agree that the Offset is subject to an 18" base allocation per year, as provided for in the Rules and Regulations of the District for Allocation Subarea.

4. Mueller agrees that any Offset as provided for in Paragraphs 2 and 3 above, will be derived from the allocation to the Offset on a yearly basis until the termination of this Agreement.

5. This Agreement shall remain in full force and effect until the lease agreement(s) between the parties is terminated, which at such time, the SPNRD shall be notified of the termination between the parties.

6. This Agreement is subject to the District's Districtwide Ground Water Management Area Rules and Regulations, as may be amended from time to time.

7. This Agreement is further subject to the District's Integrated Management Plan, when adopted and any amendments approved and adopted thereafter.

8. This Agreement is binding on the parties and their respective heirs, personal representatives, successors or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives on March 17, 2009.

Pine Bluffs Gravel and Excavating, Inc

By: _____
Doug Keller, Operations Manager

By: _____
William Mueller

By: _____
Val Deane Snyder

_____
Kathleen Snyder

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