

## **SURFACE USE, ACCESS AND RIGHT-OF-WAY AGREEMENT**

THIS AGREEMENT made and entered into on this 1<sup>st</sup> day of August, 2008, (the "Agreement") by and between The Beverly A. Fuqua Trust and The Marvin O. Fuqua Trust, whose legal address is P.O. Box 20, Rand, CO 80473, ("Owner") and Laramie Energy II, LLC ("Laramie"), whose address is 1512 Larimer Street, Suite 1000, Denver, CO 80202.

### **RECITALS**

WHEREAS, Owner owns the surface to the following described property located in Jackson County, Colorado:

Township 6 North, Range 78 West, 6<sup>th</sup> P.M.

Section 18: All

Section 19: Lot 1, NE, E/2NW, NESW, W/2SE

Township 6 North, Range 79 West, 6<sup>th</sup> P.M.

Section 13: NE, E/2SE, NWSE

Section 24: NENE

(hereinafter called the "Property"); and

WHEREAS, Laramie intends to initially drill one well with the option to drill additional wells from one (1) surface location ("Well Pad") as agreed to by Owner and Laramie located in the SWSE of Section 18, T6N, R78W as depicted on Exhibit "A" attached hereto and made a part hereof by this reference. Laramie shall have the option to drill wells from two additional Well Pads as agreed to by Owner and Laramie located in the NESW and SWNW of Section 18, T6N, R78W as depicted on Exhibit "A" attached hereto and made a part hereof by this reference.

WHEREAS, Laramie has agreed to pay Owner certain surface damages for the access road(s) and surface location(s).

### **AGREEMENT**

NOW THEREFORE, for and in consideration of the covenants and agreement herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Owner grants to Laramie a non-exclusive access right-of-way ("Road Right-of-Way" or "Access Road") across the Property to the Well Pad(s), on the existing road leading to the Well Pad(s), for ingress and egress to the Well Pads by Laramie and its employees, agents, contractors and sub-contractors. The Access Road will be upgraded and graveled as agreed to by Owner and Laramie. Laramie will install cattle guard(s) and/or gate(s) as requested by Owner on the Access Road to the Well Pads(s).

2. The surface disturbance for the Well Pad(s) will be an area approximately 250 feet by 350 feet with a total disturbance of approximately 3 acres.
3. Laramie shall pay Owner an amount agreed upon by separate Letter Agreement dated July 28, 2008 for the disturbance of building the Well Pad(s) and Access Road(s). This payment shall constitute a one-time payment for all damages to the Property associated with the construction of the Access Road(s) and Well Pads(s), the drilling, completion, re-completion, reworking, reentry, production, operation and maintenance of the wells for the life of any well(s) located upon the Well Pad(s).
4. Laramie shall at all times keep its Well Pad(s) and Right-of-Ways safe and in good order and free of trash and noxious weeds. Laramie agrees, at Owner's request; to spray and/or cut weeds on the Well Pad sites or Right-of-Ways and the lands located within twenty-five feet (25') thereof to prevent the infestation of noxious weeds.
5. Laramie shall deposit all topsoil removed from the Well Pad(s) apart from any other excavation deposits. Within one (1) year after all drilling and completions operations are completed, weather permitting, Laramie will redeposit the topsoil in an even manner and reseed the Well Pad(s) with a seed mix approved by the Owner. The Well Pad shall be restored to the original contour as near as is practicable. Laramie agrees to maintain and upgrade, as needed all Access Roads to standards necessary to conduct Laramie's operations without undue damage to the Access Roads.
6. Laramie agrees that its operations will not interfere with the flow of water through any irrigation ditches presently located on Owner's property. Any interference to the flow of water or damage to any ditches caused by Laramie's operations will be promptly repaired by Laramie.
7. Laramie will consult with Owner in the placement of production equipment as long as the placement does not interfere with the efficient operations of said wells and/or interfere with safety requirements.
8. It is specifically understood that Laramie's employees and Laramie's agents, co-owners, contractors and sub-contractors shall not be allowed to possess or use drugs, alcohol or firearms on the lands covered by this Agreement. Without Owner's express approval no hunting, camping (recreational), or fishing will be allowed on the lands or adjoining lands owned by Owner.
9. In the conduct of any operations on the lands pursuant to this Agreement by or at the direction of Laramie, Laramie agrees to comply with all applicable federal, state, or local statutes, laws, ordinances, codes, rules and regulations.
10. Without limiting Owner's rights or Laramie's obligations herein, Laramie agrees to defend, indemnify and hold Owner harmless against any and all loss, damage, claims or liabilities arising from or in any manner connected with Laramie's operations or the

operations of Laramie's agents, contractors or subcontractors hereunder.

11. The terms and conditions of this Agreement shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors and assigns.
12. The use of water is not provided for under this Agreement and Laramie shall not have the right to use water from Owner's property for Laramie's operations for any wells, except as provided for by specific agreement by and between Owner and Laramie for the purpose of drilling and completing the wells.
13. Execution of this Agreement hereby specially waives the 30 day notice requirement contained in Rule 305 and satisfies the consultation requirement contained in Rule 306, of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission with respect to any and all wells drilled from these Well Pad(s).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of August 1, 2008.

**OWNER**

The Beverly A. Fuqua Trust

By: Beverly A. Fuqua  
Beverly A. Fuqua, Settlor and Trustee

The Marvin O. Fuqua Trust

By: Marvin O. Fuqua  
Marvin O. Fuqua, Settlor and Trustee

**LARAMIE ENERGY II, LLC**

By: Kenneth G. Leis  
Kenneth G. Leis, Attorney-in-Fact

STATE OF COLORADO            )  
                                                  )  
COUNTY OF JACKSON            )

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of August, 2008 by Beverly A. Fuqua as Settlor and Trustee of The Beverly A. Fuqua Trust and by Marvin O. Fuqua as Settlor and Trustee of The Marvin A. Fuqua Trust on behalf of said Trusts.

WITNESS my hand and seal.

My Commission Expires:  
January 30, 2010

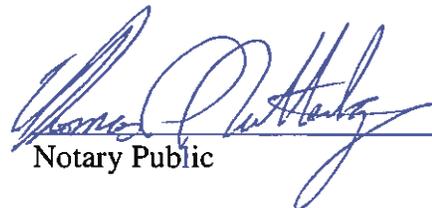
  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO            )  
                                                  )  
COUNTY OF MESA                )

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of August, 2008 by Kenneth G. Leis, Attorney-in-Fact for Laramie Energy II, LLC, a Delaware limited liability company on behalf of said company.

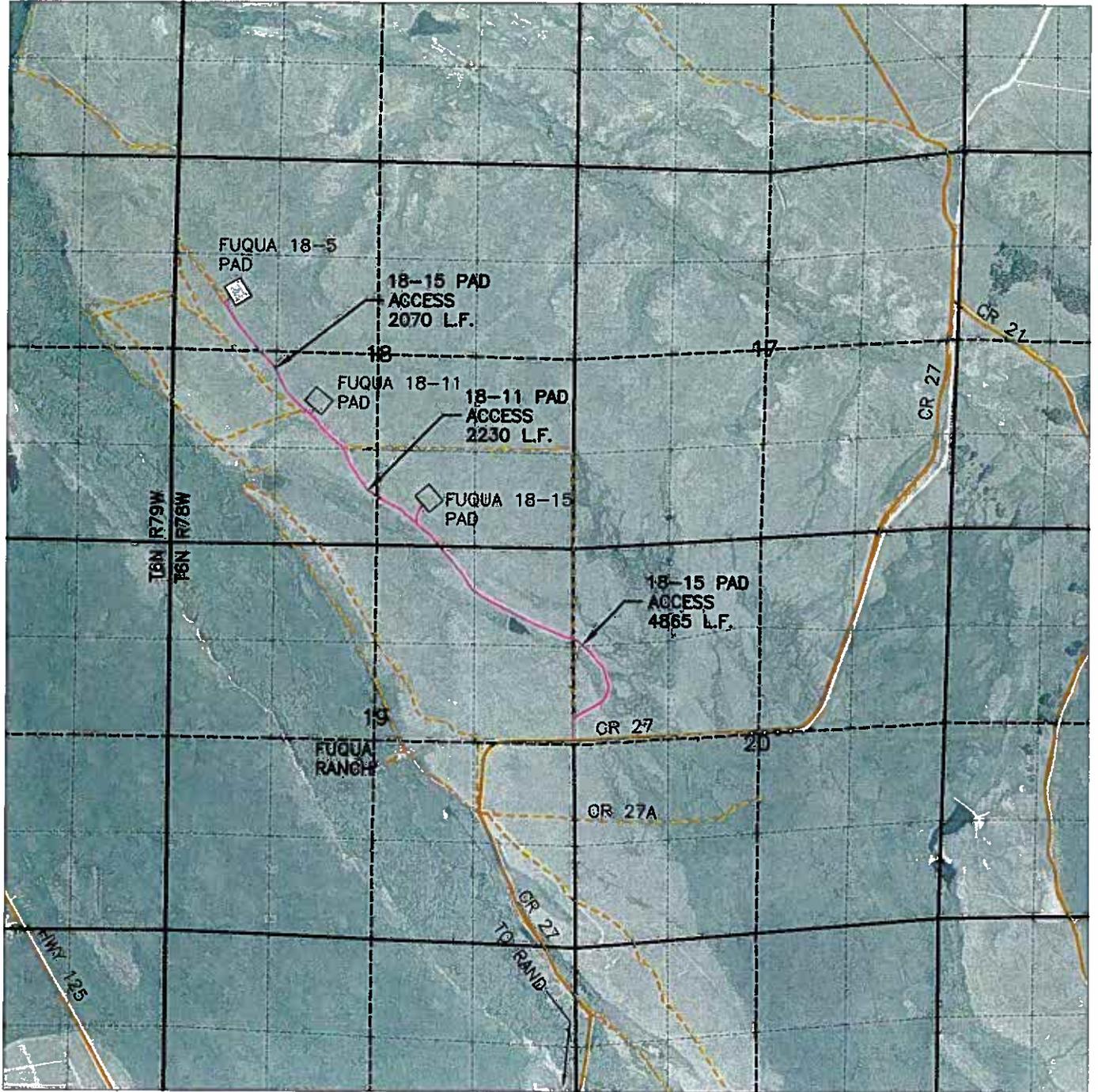
WITNESS my hand and seal.

My Commission Expires:  
January 30, 2010

  
\_\_\_\_\_  
Notary Public

# EXHIBIT "A"

## PAD LOCATION & ACCESS ROAD ALIGNMENT



North



Graphic Scale in Feet  
1 inch = 2000 feet

SHEET 1 OF 1

7/30/08



LAND SURVEYING AND MAPPING  
LAFAYETTE - WINTER PARK  
Ph 303 666 0379 Fx 303 665 6320

**LARAMIE ENERGY II LLC**  
**LARAMIE NORTH PARK-FUQUA PADS**  
**SECTIONS 17,18,19,20 T6N R78W 6th PM**  
**JACKSON COUNTY COLORADO**

DWG: G:\GEO SURV\North Park\Access\FUQUA ACCESS AGREEMENT.dwg USER: jps DATE: Jul 30, 2008 11:57am