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COGCC

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 30th day of March, 2007, is made by and between the undersigned, Wilson Homestead Limited Partnership, whose address is 733 South County Road 15A, Berthoud, CO 80513, herein called "Owner", and United States Exploration, Inc., 1625 Broadway, Suite 2000, Denver, Colorado 80202, herein called "USX";

WHEREAS, Owner represents that they are the surface owners and in possession of an interest in part or all of the surface estate for the following described lands in Weld County, Colorado, said land herein called "Lands", to wit;

Township 4 North, Range 68 West, 6th P.M.
Section 25: NW1/4

WHEREAS, Owner recognizes that USX has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands and USX has plans to drill the Wilson Ranch USX S 25-19 well (the "Well") in accordance with such rights, and Owner and USX desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage for the Well;

NOW, THEREFORE, in consideration of the ten dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, Owner and USX agree as follows:

1. Payment to Owner. Prior to commencement of drilling operations for the Well, USX shall pay Owner the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations, unless otherwise specifically provided herein:

A. [REDACTED] for the proposed wellsite for the Well located on the Lands in which Owner owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsite.

B. If, by reasons directly resulting from the operations of USX, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by USX, or USX will pay reasonable compensation to Owner for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

C. Owner agrees to notify any surface tenant that may be affected by USX's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as they shall mutually determine between themselves and USX shall have no liability therefor

2 Consultation Owner acknowledges that it has consulted with USX as to the location of the wellsite, access roads, flow lines, pipelines and associated production facilities for the Well

3. USX's Obligations In conducting operations on the Lands, USX shall:

A Locate the wellsite for the Well, access road, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement; provided, however, no compressors other than wellhead compressors shall be located on the Lands. Owner shall have the right to relocate any tanks and other production facilities, access roads and flow lines and pipelines at Owner's sole cost and expense so long as such relocation is feasible and reasonable from a technical and engineering standpoint and complies with all applicable rules and regulations.

B. Limit the size of the wellsite to approximately 350 feet by 400 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1/4 acre in size during other periods. The area required for any tank battery location associated with the Well shall be limited to approximately one-half acre in size upon completion of construction. Access roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to 15 feet in width. USX shall maintain access in good repair and condition. Owner hereby grants to Noble non-exclusive flow line and pipeline easements in the locations shown on Exhibit A which shall be no more than 50 feet (50') in width during construction and 30 feet (30') in width permanently. Aside from the site for the Well, area associated with the production facilities, access roads and easements associated with flow lines and pipelines, USX shall not occupy the surface of the Lands except in the case of an emergency.

C. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

D. Reclaim the wellsite as nearly as practicable to its original condition and if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless USX and Owner mutually agree to postponement because of crop or other considerations.

E Use its best efforts to keep the site for the Well, access roads, flow line and pipeline easements and production facilities free of weeds and debris

F. Install and maintain at its sole cost and expense a fence around the Well and production facilities which comply with the Rules and Regulations of the COGCC. Owner may upgrade the type of fence at its own cost and expense so long as the upgraded fence is approved by the COGCC.

G. Design access roads and install and maintain flow lines, pipelines and other surface facilities in a manner which avoids erosion.

H. Install and maintain gates and locks reasonably necessary for the security of the Well and/or production facilities. Such gates and locks shall be of a type and quality customarily used by USX for such purpose.

I. Install low profile tanks and treaters and paint production facilities, including wellhead guards, with paint of a color selected by Owner so long as the color and type of paint are approved by the COGCC.

J. Maintain tanks, separators and other production facilities in a good state of repair

4. Waiver of Thirty Day Notice. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by USX to Owner when it initially gave notice of its intent to drill on the Lands.

5. Successors and Assigns. When USX is used in this Agreement, it shall also mean the successors and assigns of USX, as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Owner and USX and may be executed in counterparts.

6. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by USX confidential and shall not disclose such information without the advance written consent from USX. USX shall record a memorandum evidencing the existence of this Agreement.

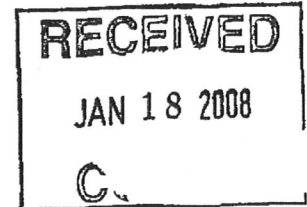
7. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Weld County, Colorado.

8. Written Modifications/Notices. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

WILSON HOMESTEAD LIMITED PARTNERSHIP

By: *Chas. J. Wilson*
Its: _____



UNITED STATES EXPLORATION, INC.

By: *P. David Padgett*
P. David Padgett
Manager of Lands, D.J. Basin

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Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated _____, 2007, by and between Noble Energy Production, Inc. as "Noble" and Wilson Homestead Limited Partnership, as "Surface Owner" covering the following lands

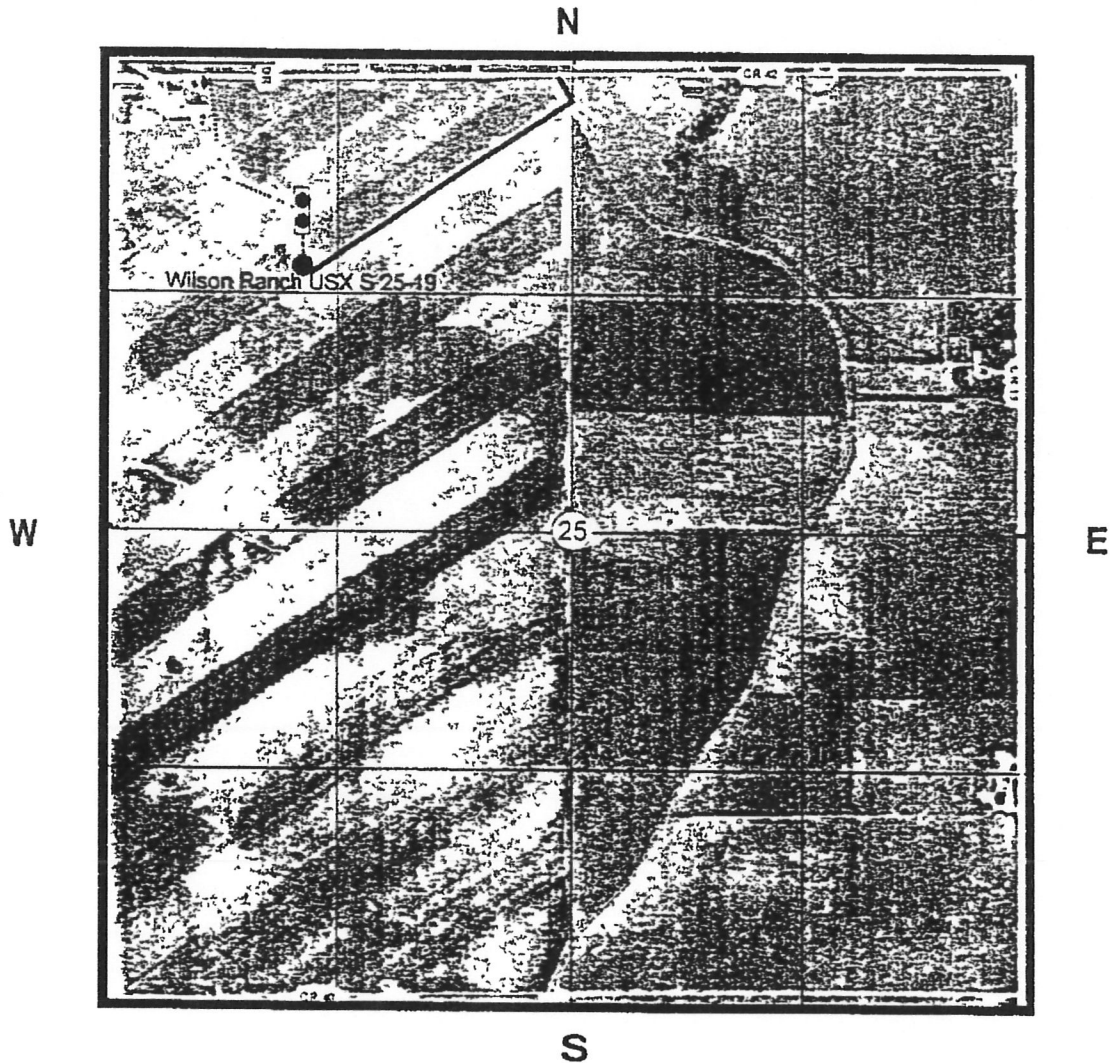
Township 4 North, Range 68 West, 6th P.M.

Section 25 NW/4
Weld County, Colorado

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CO



Production _____
Gas Measurement _____
Excavation _____
Construction _____
Land Supervisor _____

Road Access _____
Flowline
Sales Line _____
Tank Battery ●●
GPS _____