

NOTICE OF RIGHT TO USE SURFACE OF LANDS

PLEASE TAKE NOTICE THAT PATINA OIL & GAS CORPORATION, a Delaware corporation ("Patina") whose address is 1625 Broadway, Suite 2000, Denver, Colorado 80202 is the owner of and has the right to explore for, develop and produce oil, natural gas and other minerals in those certain lands described below pursuant to the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made a part hereof, as may be amended, (hereinafter collectively and individually referred to as the "Oil and Gas Lease").

Patina, its agents, employees, designees, co-owners, successors and assigns hold certain rights to use and access the surface of the lands described below for the purpose of, among other things, DRILLING, DEEPENING, WORKOVER, COMPLETION OR RECOMPLETION OPERATIONS OR CONTINUING ACTIVITIES FOR THE EXPLORATION, PRODUCTION OR TRANSPORTATION OF OIL, GAS, OR OTHER HYDROCARBONS OR PRODUCTS ASSOCIATED WITH THE FOREGOING INCLUDING, BUT NOT LIMITED TO, SURFACE USE, INGRESS TO, EGRESS FROM, AND CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND MONITORING OF WELLS, LOCATIONS, EQUIPMENT, MUD AND RESERVE PITS, WELLHEAD EQUIPMENT, SEPARATORS, TANK BATTERIES, PIPELINES, GATHERING LINES, FLOWLINES, PIPELINE INTERCONNECTIONS, AND ANY AND ALL OTHER REASONABLE OR CUSTOMARY USES OF LAND RELATED TO SAID OPERATIONS OR ACTIVITIES, ALL OF SUCH SURFACE USES ARE SUBJECT TO THE TERMS SET FORTH IN THE OIL AND GAS LEASE, AT LOCATIONS WITHIN THE FOLLOWING DESCRIBED LANDS:

Township 1 North, Range 68 West, 6th P.M.

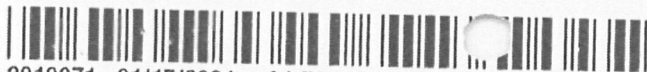
Section: 1: NW $\frac{1}{4}$

Weld County, Colorado

Furthermore, Patina has the right to explore for, develop and produce oil and gas from additional drilling locations within the drilling window(s) shown on Exhibit "B", which exhibit is attached hereto and incorporated herein. Such drilling window(s) correspond(s) with the area in which Patina is legally permitted to locate an oil and/or gas well pursuant to the statutes and regulations of the state of Colorado which are enforced and administered, as of the date hereof, by the Colorado Oil and Gas Conservation Commission.

The undersigned is familiar with the terms and conditions of the Oil and Gas Lease and hereby confirms such as a valid and subsisting Oil and Gas Lease which has been extended beyond its primary term by the actual drilling and production from a well or wells capable of producing oil and/or natural gas and other minerals on the lands covered by the Oil and Gas Lease or on lands which have been pooled or unitized therewith.

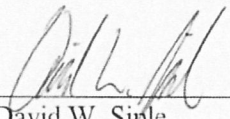
NOTICE is hereby provided to all interested parties, including any surface owners, their heirs, assigns and successors-in-interest that Patina has an ongoing right to use the surface of the lands described above for any use allowed by the Oil and Gas Lease or pursuant to the laws of the state of Colorado now or at some future date. This notice is intended to remain in force for as long as the Oil and Gas Lease, or any extension or renewal thereof remains in effect as to the above described lands or any portion thereof. However, nothing herein contained shall be construed to limit the rights or enlarge the obligations of Patina or any other party owning an interest in said lands or Oil and Gas Lease. Further, this notice shall not be construed to modify or disclaim any interest Patina or any other party may have in any other valid lease or



2819271 01/15/2001 01:59P JA Suki Tsukamoto
2 of 5 R: 25.00 D 0.00 Weld County CO

leases which along with the Oil and Gas Lease may form a part of a pooled or unitized area for an existing well or which may become part of a future spacing unit or pooled area or may actually cover an interest in the specific lands herein described.

PATINA OIL & GAS CORPORATION

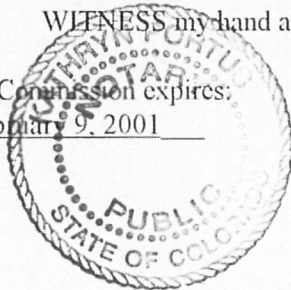
By: 
David W. Siple
Vice President

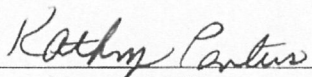
STATE OF COLORADO)
CITY &) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of January, 2001, by David W. Siple, Vice President, of Patina Oil & Gas Corporation.

WITNESS my hand and official seal.

My Commission expires:
February 9, 2001




Kathy Pantus
Notary Public

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2819271 01/15/2001 01:59P JA Suki Tsukamoto
3 of 5 R 25.00 D 0.00 Weld County CO

Exhibit "A"

Attached to and made a part of that certain Notice of Right
to Use Surface of Lands by Patina Oil & Gas Corporation

Lease Date: February 2, 1972
Lessor: Wilda J. Cosslett, acting by and through her attorney-in-fact, Fern Hathaway
Lessee: Fred C. Julander
Recorded: 664/1586342
Lease No.: 31890A
Description: Township 1 North, Range 68 West
Sec. 1: W½, Except parcels containing 1.5 acres as conveyed by instrument
recorded under Reception No. 1456238 in Book 534 of Weld County Records

Lease Date: February 2, 1972
Lessor: Roberta A. Hensley, Co-Executrix and one of two Devises under the Last Will
and Testament of Effie Tierney, deceased
Lessee: Fred C. Julander
Recorded: 664/1586343
Lease No.: 31890B
Description: Township 1 North, Range 68 West
Sec. 1: W½, Except parcels containing 1.5 acres as conveyed by instrument
recorded under Reception No. 1456238 in Book 534 of Weld County Records

Lease Date: February 2, 1972
Lessor: Vivian I. Killian, Co-Executrix and one of two Devises under the Last Will and
Testament of Effie Tierney, deceased
Lessee: Fred C. Julander
Recorded: 664/1586344
Lease No.: 31890C
Description: Township 1 North, Range 68 West
Sec. 1: W½, Except parcels containing 1.5 acres as conveyed by instrument
recorded under Reception No. 1456238 in Book 534 of Weld County Records

Lease Date: February 2, 1972
Lessor: Richard T. Cosslett, a/k/a Richard Thomas Cosslett
Lessee: Fred C. Julander
Recorded: 664/1586345
Lease No.: 31890D
Description: Township 1 North, Range 68 West
Sec. 1: W½, Except parcels containing 1.5 acres as conveyed by instrument
recorded under Reception No. 1456238 in Book 534 of Weld County Records



2819271 01/15/2001 01:59P JA Suki Tsukamoto
4 of 5 R 25.00 D 0.00 Weld County CO

Lease Date: February 2, 1972
Lessor: Gertrude Allen
Lessee: Fred C. Julander
Recorded: 664/1586346
Lease No.: 31890E
Description: Township 1 North, Range 68 West
Sec. 1: W½, Except parcels containing 1.5 acres as conveyed by instrument recorded under Reception No. 1456238 in Book 534 of Weld County Records

Lease Date: February 2, 1972
Lessor: Betty Jean Gilkinson, formerly, Betty Jean Cosslett
Lessee: Fred C. Julander
Recorded: 664/1586347
Lease No.: 31890F
Description: Township 1 North, Range 68 West
Sec. 1: W½, Except parcels containing 1.5 acres as conveyed by instrument recorded under Reception No. 1456238 in Book 534 of Weld County Records

Lease Date: November 15, 1972
Lessor: Union Rural Electric Association
Lessee: Gen Oil, Inc.
Recorded: 681/1603339
Lease No.: 31891
Description: Township 1 North, Range 68 West
Sec. 1: Part of the NW¼ more particularly described as follows: Parcel 1: Beginning for reference at the W¼ corner of said Sec. 1; thence along the west line of said Sec. 1, north 1984.1 feet; thence at a right angle to said west line of said Sec. 1, east 34.5 feet to the true point of beginning; thence east 208.7 feet; thence north 208.7 feet; thence west 208.7 feet to the true point of beginning; containing 1.00 acre, m/l

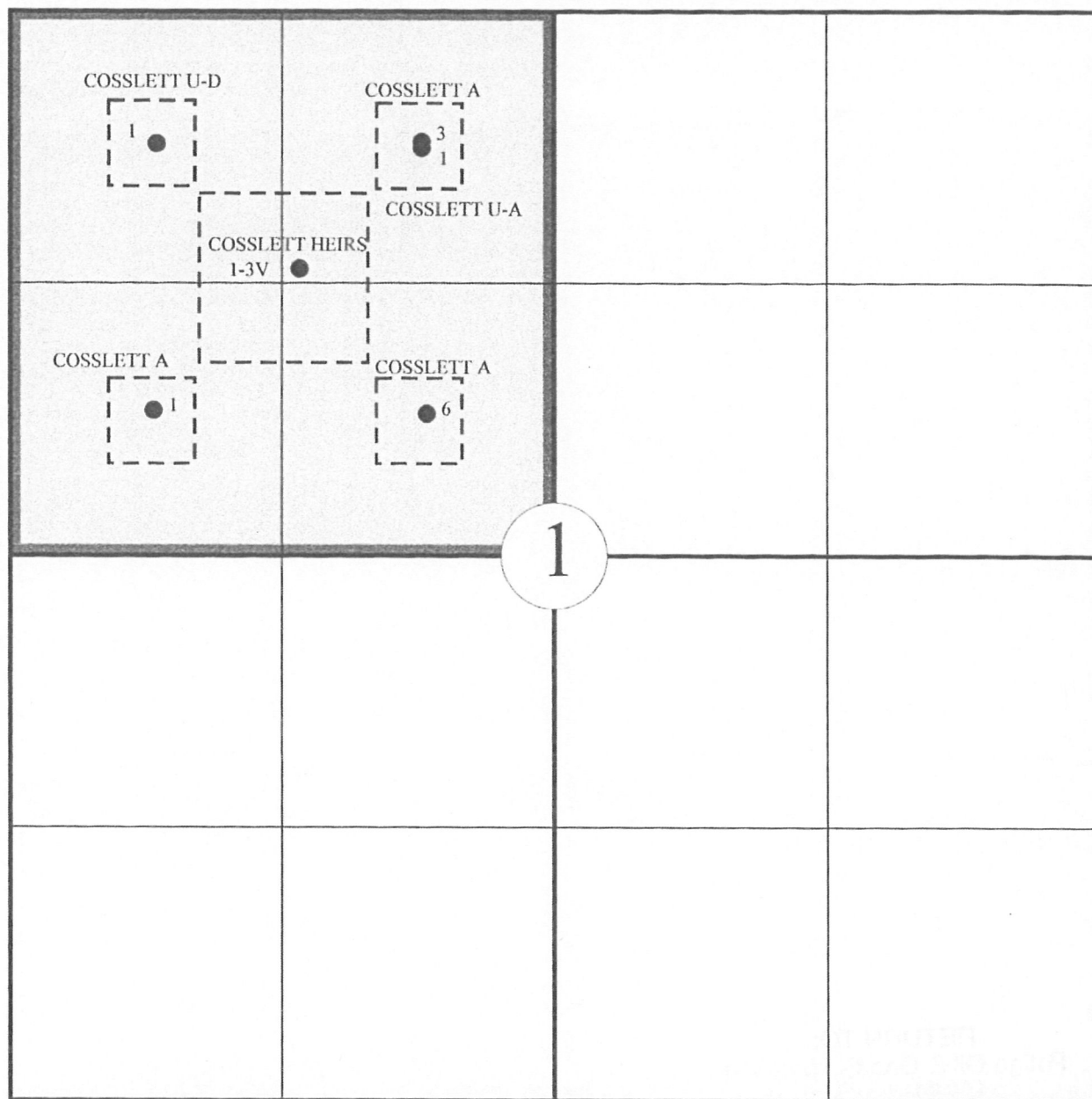
Parcel 2: Beginning at the southwest corner of Parcel 1 above, the true point of beginning; thence east 208.7 feet; thence south 104.4 feet; thence west 208.7 feet; thence north 104.4 feet to the true point of beginning; containing .5 of an acre, m/l


End of Exhibit "A"



2819271 01/15/2001 01:59P JA Suki Tsukamoto
5 of 5 R 25.00 D 0.00 Weld County CO

EXHIBIT "B"
NW/4 OF SECTION 1
TOWNSHIP 1 NORTH - RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
WELD COUNTY, COLORADO



 COLORADO OIL & GAS CONSERVATION
COMMISSION DRILLING WINDOWS IN
WHICH PATINA MAY LOCATE AN OIL
AND/OR GAS WELL.

● EXISTING WELLS

PATINA
OIL & GAS CORPORATION

This map has been carefully prepared and is a graphical representation of the area depicted. However, it is not intended to be presented as a survey. The information contained hereon is not warranted and Patina shall not in any event be liable for any inaccuracies.