

SURFACE USE AGREEMENT

THIS AGREEMENT, made and entered into as of the 15th day of March, 2008, between **Joan L. Savage**, 5953-320 Road, Rifle, Colorado 81650 (“**Savage**”), **Donna J. Koehler**, P. O. Box 300, DeBeque, Colorado 81630, (“**Koehler**”), **Richard Prather, Ned Prather, and Lyle Prather**, 2098 45 ½ Rd., DeBeque, Colorado 81630-9608, (“**Prather**”) and **Marathon Oil Company**, an Ohio corporation, with offices at 5555 San Felipe, Houston, Texas 77056 (“**Operator**”). Savage, Koehler and Prather are herein referred to individually and collectively as “Surface Owner”.

RECITALS:

Surface Owner owns the surface of the following described property (the “Property”):

Township 6 South, 97 West, 6th P.M.

Section 2: Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, SE/4, SW/4

Section 11: N/2

Section 14: All

Containing 1831.08 gross/net acres more or less

Garfield County, Colorado

Whereas Marathon Oil Company is the oil and gas Lessee and Operator on the Property:

Operator shall provide Surface Owner a copy of the Oil and Gas Lease and recorded Book and Page which grants Operator the right to drill on the Property.

ALL SUCH RIGHTS, IF ANY, ARE GOVERNED BY A SURFACE USE AGREEMENT BETWEEN THE PARTIES.

Surface Owner desires to grant Operator limited rights to use of the said surface for its oil and gas exploration and production operations; and pursuant to said leases, Operator proposes to construct and operate one or more well sites on said Property for the purposes of drilling and producing one or more oil and gas wells to downhole locations on the Property.

I. AGREEMENT

In consideration of the mutual covenants herein and other good and valuable consideration, the parties agree to the following:

A. GRANT: Surface Owner hereby releases, acquits and discharges Operator, its agents, principals, partners, assigns, employees, contractors and subcontractors from any and all liability for ordinary and usual damage and detriment incident to or growing out of the moving in and out of the Property, the establishment, preparation, and use of the well site, including tank batteries as needed, and all other activities including but not limited to construction, use, maintenance, and repair, incident to and necessary for the establishment, drilling, completion, operation, production and abandonment of the said wells, subject to the representations, agreements and obligations set forth herein.

B. LIABILITY FOR ADDITIONAL INJURIES: Nothing in this Agreement shall indemnify Operator or create any liability for Surface Owner due to Operator’s entry

2 Surface Use Agreement
March 15, 2008

upon the Property. Operator shall be liable for injuries to persons, property or livestock caused by or incident to the operations on the Property by Operator, its agents, employees, or contractors and for extraordinary damages due to spills of hazardous materials, explosions, or other harmful activity of Operator on the Property.

C. LIMITATIONS: This Surface Use Agreement does not grant the Operator the right to drill under the Property to produce oil and gas from lands outside the Property. This Agreement does not grant Operator right to use of the Property for operations related to any other well(s) other than those specific and limited to drilling, completing, and producing from the Property. This Agreement may be extended from time to time by mutual written consent of Surface Owner and Operator by the addition of specified wells in Exhibit A. Specifically, nothing in this Agreement shall grant Operator the right of access to or transport of production from any oil and gas wells outside the Property without other specific written agreement.

D. SURFACE OWNER RESERVATION: All surface uses not inconsistent with the rights of Operator, including the right to grant to third parties successive easements thereon or across said lands, are hereby reserved to Surface Owner.

E. WATER RIGHTS: This Agreement does not give Operator any right to use any water or water rights of Surface Owner, except written agreement.

F. OPERATOR WARRANTY: Operator warrants and represents that it has full authority to enter into this Agreement and this Agreement is valid and enforceable.

G. LIQUIDATED DAMAGES: Operator agrees to pay Surface Owner \$10,000.00 per well drilled as agreed to as liquidated damages for normal operations under this Agreement. Said \$10,000.00 payment shall be apportioned to each individual Surface Owner according to each owner's proportionate ownership of the Property as evidenced in recorded title. Said payment shall be made prior to the time each well is drilled and this sum shall be liquidated damages for wells, access roads, and pipelines for the drilling pads specified in Exhibit A.

II. OPERATIONS

A. WELL SITES: The well pads and wells to be constructed and drilled pursuant to this Agreement are identified and attached to this Agreement as Exhibit B. Well sites shall be identified by Operator. Actual surface locations shall be subject to surface owner approval when staked and surveyed. If Operator and Surface Owner are unable to agree upon a surface location, Surface Owner may call for a site review by COGCC and Garfield County. Operator shall provide Owner with survey plats of proposed well sites including plan view, cuts and fills profiles, drilling equipment site plan, access road plan, pipeline plan, and reclamation plan, all prior to pad construction.

B. WELL PAD DETAILS:

1. The disturbed area for each well pad herein above identified shall not exceed a reasonable area for the number of well bores to be drilled, plus additional areas adjacent to pad for the stockpile of topsoil and fill. All pads shall be built in accordance with COGCC approved plats.
2. Temporary single wellhead compressors may be installed to stimulate production. No permanent compressors shall be installed on the property without prior separate agreement. All dehydrator/tank sites shall be subject to the terms and conditions of this Agreement.

3 Surface Use Agreement
March 15, 2008

3. The well pad and road access shall be kept safe and in good order, and shall at all times be kept free of weeds, litter, and debris.
4. The initial slope of any drill pad to any ditch, road, fence or other improvement shall be no greater than 3:1 except by specific exemption by Surface Owner.
5. All pits, wellheads, treaters and other dangerous areas at the well pad shall be fenced to BLM specifications.
6. All above ground permanent well pad structures and above ground pipeline structures shall be painted with Dunes Tan to blend with the surrounding landscape.
7. All drilling, fracturing, and or produced fluids and mud shall be contained at all times and handled in accord with COGCC regulations. Waste pits shall be plastic lined and liners kept in place and in tact throughout the drilling and completion of all wells drilled on the site. Upon reclamation, protective pit liners shall be left in place per COGCC regulations.
8. Well sites shall not encroach upon platted/deeded right of ways or utility easements unless otherwise agreed.
9. Operator shall use all reasonable means necessary for the protection of surface and groundwater during drilling and operations including but not limited to the following:
 - a. Testing annually of all surface and groundwater sources on the Property.
 - b. Operator shall implement a comprehensive groundwater protection plan including surface casing, cementing procedures, and overpressure mitigation procedures. Operator shall consult with Surface Owner in plan implementation and provide Surface Owner with a copy of such plan, and any variance from the plan. Operator shall inform surface Owner immediately of any incident that might result in surface or groundwater contamination.

C. WELL SITE PITS: All production pits shall be constructed and maintained in compliance with all applicable state and federal regulations.

D. ACCESS ROADS: To be constructed by Operator and subject to Surface Owner approval. Operator shall provide Surface Owner with a proposed survey of proposed routes and shall be staked prior to Surface Owner review if requested.

1. Constructed roads shall be upgraded to standards as described in "Surface Operating Standards for Oil and Gas Exploration and Development" 3rd Edition, Prepared by BLM/FS Rocky Mountain Regional Coordinating Committee (RMRCC) or of similar utility.
2. Road/pipeline rights of way shall be limited to 30' feet in width with a 20 foot travel surface and pipelines installed to one side of the right of way.
3. Roads shall, at all times, be properly graded, drained, and maintained by Operator. If and when oil and gas drilling operations commence on lands using access roads constructed and improved by Operator, all parties using

4 Surface Use Agreement
March 15, 2008

such roads shall enter into a cooperative agreement to allocate proportionate road maintenance expenses.

4. Culverts, at ditch and drainage crossing, and barrow pits shall be installed where roads cross ditches or drainages. Operator shall obtain Army Corps of Engineers permits for drainage crossings where required and provide Surface Owner with copy of each permit.

5. Permanent gates shall be installed at each point where Operator's access roads cross fences. Any fence cut shall be restored as to the disturbed area to BLM fence specifications. If Surface Owner or Operator chooses to lock any gates on access routes, keys will be provided to Operator or Surface Owner by the party locking the gate. Gates on access roads will only be locked during drilling operations if trespass problems occur and during big game hunting seasons.

6. Any roads used by Operator, pursuant to this Agreement, shall remain passable at all times, if practicable, except during actual construction.

7. Surface Owner shall have the right to require relocation of access roads to accommodate its uses of the Property, provided that such road relocation does not impose undue burden to Operator. Relocated access roads shall be of similar utility, and all costs associated with such relocation shall be at Surface Owner's expense, except reclamation which shall be the responsibility of Operator.

8. All road rights of way shall be for the private use of Operator, its agents, employees, and contractors only, with no right of use by the public or for access to operations on other lands. Surface Owner reserves the right to use all such roads for any purpose that does not unreasonably interfere with Operator's operations.

9. COGCC regulations notwithstanding, Surface Owner has designated the subject roads to be used by Operator as permanent roads. Permanent roads will not be reclaimed after completion of production activities by Operator. Any obligation or liability imposed upon Operator, as the result of not reclaiming any such permanent road, shall be assumed by Surface Owner.

10. SPECIAL CONDITIONS:

- a. Operator understands that Surface Owner makes no representation or warranty of right to access to the Property.
- b. Operator agrees to provide Surface Owner with a limited right to use Operator's private road for the purpose of accessing the Property to inspect Operator's drilling locations and facilities.

E. PIPELINES

1. Operator shall have the right to use pipelines or pipeline rights of way granted under this Agreement for service or transport of production from any wells drilled on the property. Pipeline transportation of products from off the Property shall be by separate specific agreement only. Such separate agreement shall be at the sole discretion of the Surface Owner.

5 Surface Use Agreement
March 15, 2008

2. All pipelines and flowlines outside of the permanent well site shall be buried at least three feet below original grade.
3. New pipelines shall be installed within existing roadways and shall be limited to 30 feet in width with a 20 foot travel surface and pipelines installed to one side of the right of way with a limit of 50 feet total disturbed width. Surface Owner reserves the right to cross Operator's pipeline with future installations.
4. Any surface pipelines shall be removed upon termination, unless otherwise agreed to by Surface Owner at the time of termination, and all buried pipelines shall be abandoned in place. Pipeline rights of way shall be restored to original grade and the site revegetated to match surrounding area.

III. RECLAMATION:

A. INTERIM RECLAMATION: After initial disturbance to the well pad, pipelines, and other facilities, except for the well site and roads, Operator shall restore all disturbed areas to their original grade and vegetation immediately following completion (weather permitting) of the last well drilled on a well pad. Topsoil shall be stockpiled and replaced in conformance with COGCC Regulations.

1. The operational well pad shall be fenced. The portion of the well pad to be reclaimed shall be returned to the original topography and vegetation planted and successfully established comparable to that existing prior to construction.
2. All non-traveled portions of roadways and pipelines shall be seeded per BLM specifications.
3. If any subsequent disturbance of surface areas is done outside the well pad at any time, the same reclamation and revegetation obligations will apply.
4. Any rocks excavated by Operator that are too large (over 50 pounds each) to be incorporated into fill or reclamation shall be stockpiled at a location designated by Surface Owner. Any useable timber, fence posts, and firewood shall be stockpiled at mutually agreed locations. Slash may be disposed of on-site at a location and manner to be agreed to by Surface Owner.
5. No debris, slash, or other materials, except for gas flaring, shall be burned or buried except materials contained in the reserve pit, on the property without the express written consent of Surface Owner, which consent shall be obtained on a case by case basis only.
6. Operator shall be responsible for weed control in all areas disturbed by Operator throughout the term of this Agreement or until revegetation with acceptable grasses and other vegetation has been completed, whichever is earlier. Any weed control or mediation of disturbed areas required by a governmental entity shall be the responsibility of Operator.

B. FINAL RECLAMATION: Upon final termination of operations on any portion of the Property, Operator shall return roads (except permanent roads), rights of way, and

6 Surface Use Agreement
March 15, 2008

sites, the use of which is to be terminated, to their original grade and vegetation. Unless Surface Owner requests removal, all materials including culverts and fencing (but in no event any wellhead, production pipe, or surface facility items) installed by Operator shall remain on the Property and shall thereafter be owned by Surface Owner.

1. All disturbed areas shall be revegetated with seed and plant mixtures, as specified below for revegetation after initial drilling.

<u>Mixture/Variety</u>	<u>Pure %</u>
Mountain Brome, Bromar	17.35
Russian Wild Rye, Boziosky	17.12
Orchardgrass, Paiute	16.84
Intermediate Wheatgrass, Oahe	16.45
Regreen 404	14.70
Crested Wheatgrass, Hycrest	7.25
Pubescent Wheatgrass, Luna	7.14

2. All reclamation and revegetation, as to planting periods and seeding rates of grasses, shall, at a minimum, comply with all requirements and stipulations for similar sites, as adopted or imposed by BLM.

IV. GENERAL PROVISIONS

A. CHANGES: Operator agrees to consult with the Surface Owner regarding all significant operations involving Operator's use of the Property. To the extent reasonably possible, Operator shall notify Surface Owner at least thirty (30) days in advance of any significant change regarding the use of such surface from those plans previously discussed.

B. SURVEYS AND AS-BUILTS: Operator agrees to provide Surface Owner with surveys and plans of all well pads, roads and pipelines, for approval, prior to construction and "as built" surveys within 90 days after construction.

C. CONDUCT OF OPERATIONS: Operator shall take all necessary steps required by state and federal regulations to prevent its operations from (i) polluting the waters of reservoirs, springs, ditches, streams or existing wells located on the Property, (ii) damaging crops, timber, or pastures, and (iii) harming or injuring any wildlife or livestock.

D. PROHIBITED ITEMS: No firearms, pets, alcohol, or illegal drugs shall be allowed on the Property at any time.

E. HAZARDOUS MATERIALS INCIDENTS: Copies of all forms, notices, plans, tests or other documentation regarding any spills shall be provided to Surface Owner at the same time as filing with the COGCC, local government representative, or any other regulatory agency.

F. NOTICES: Notice by either party hereto shall be promptly given orally, and if necessary or possible, confirmed in writing and mailed to:

7 Surface Use Agreement
March 15, 2008

SURFACE OWNER:

Joan L. Savage
5953-320 Road
Rifle, Colorado 81650
(970) 625-1675
resavage@savageresources.com

Donna J. Koehler
P. O. Box 300
DeBeque, Colorado 81630
(970)283-5445

Richard Prather
2098 45 1/2 Rd.
DeBeque, Colorado 81630-9608
(970)283-5359

OPERATOR:

Marathon Oil Company
Attn: New Ventures Land Manager
P.O. Box 3487
Houston, TX 77253-348
713/296-3333
pgilbert@MarathonOil.com

Surface Owner shall be provided with a copy of any "Changes of Operator" notice when filed with the COGCC per Rule 312. A copy of any notice filed with the COGCC regarding public health and safety or emergency matters shall be delivered to Surface Owner at the same time.

G. INDEMNIFICATION: Operator hereby agrees to indemnify, defend and hold Surface Owner and his heirs, successors and assigns harmless from and against any claims, demands, injuries, losses, damages, or liability of any nature or kind to Surface Owner arising out of Operator or its agents, employees, contractors or subcontractors use of the Property in connection with its or their activities related to the well and the production there from, such indemnity and hold harmless to include attorneys' fees and expenses. Operator, its successors and assigns hereby indemnifies and holds Surface Owner harmless from all liability, including costs of whatever kind or amount, arising out of or resulting from Operator's failure to comply, whether through negligence or otherwise, with all applicable federal and or state Environmental Laws, including but not limited to RCRA and CERCLA (and as they may be reauthorized and/or amended), and all other federal, state, and local laws and regulations, including the common law, in drilling for, completing, producing, generating, processing, handling, treating, storing, releasing, transporting, or disposing of all substances, including by not limited to hazardous substances and hazardous wastes, on or from the Property. This indemnification shall include costs in connection with any remedial work when

8 Surface Use Agreement
March 15, 2008

performed by Lessor or any third party in response to any federal, state, or local governmental authority, laws or regulations, due and payable upon demand therefore by Surface Owner.

H. COMPLIANCE: Operator agrees to comply with any local, state or federal laws governing Operator's activities on the Property.

I. NOISE LEVELS: Noise levels shall be governed by COGCC regulations, or local rules or regulations if more stringent, including during flaring of gas.

J. ENVIRONMENTAL COMPLIANCE: Operator shall comply with any and all environmental laws governing such operations and agrees to indemnify and hold Surface Owner harmless from and against any claims of third parties alleging non-compliance with any such laws that pertain to Operator's activities. Within ninety (90) days of permanent termination of production operations at the well pad, Operator shall provide Surface Owner an environmental survey report documenting that the well pad is in compliance with applicable local, state and federal laws and regulations. Said report shall be prepared by Operator or its consultants. Any noncompliance issues resulting from Operator's operations that is identified in such report shall be brought into compliance within ninety (90) days of receipt of written demand by Surface Owners or within the time specified by any governmental agency with jurisdiction over such compliance.

K. VARIANCES: A copy of any Operator requests for variance from surface use or reclamation regulations, not requiring a petition and notice to Surface Owner, shall be delivered to Surface Owner at the same time as delivery to the COGCC.

L. INSURANCE: Operator shall keep its operations insured, or comply with applicable self-insurance laws and regulations for automobile liability and workmen's compensation insurance.

M. TERMINATION: All rights of Operator hereunder, including road and pipeline rights-of-way shall terminate upon the termination of the above-identified Oil and Gas Lease(s), or any extensions thereof. Upon termination of the rights hereby granted, Operator shall execute and deliver to Surface Owner, within thirty (30) days of written demand therefore, an acknowledgment that this agreement has been terminated. Should Operator fail or refuse to deliver said acknowledgment, a written notice by Surface Owner reciting any such failure or refusal and that this agreement is terminated, shall, sixty (60) days from the date of recording of said notice, be evidence against Operator and all person claiming under Operator of the termination of this agreement.

N. ASSIGNMENT: This Agreement shall inure to the benefit of and be binding on the parties hereto, their heirs, successors and assigns. Assignment by Operator of some or all of the rights hereunder shall not release Operator from liability hereunder, unless specifically released by Surface Owner in writing. Within thirty (30) days after any assignment of this Agreement or the underlying Leases, Operator agrees to notify Surface Owner of such assignment including assignee's current address and contact persons.

Notwithstanding anything in this Agreement to the contrary, upon written notice, Operator shall have the right, in its sole discretion, to assign this Agreement to any of its affiliates or subsidiaries. Additionally, Operator may assign, on a non-exclusive basis, to Enterprise Gas Processing, LLC or another gas gatherer, transporter or purchaser, the rights granted herein to the extent of one pipeline authorized hereunder.

9 Surface Use Agreement
March 15, 2008

O. WAIVER OF WARRANTY OF TITLE: This Agreement is made subject to any and all existing easements, rights of way, liens, agreements, burdens, encumbrances, restrictions and defects in title affecting the lands subject to this Agreement. Surface Owner does not in any way warrant or guarantee its title to the Property. To the extent this Agreement is deemed to be conveyance of a real property interest, it is to be considered a grant by quit claim, without warranty.

P. SUBROGATION OF RIGHTS: Operator shall have the right to discharge or redeem for Surface Owner, in whole or in part, any mortgage, tax, or other lien on said land which would jeopardize Operator's rights under this Agreement, and thereupon be subrogated to such lien and rights incident thereto.

Q. SURVIVAL OF OBLIGATIONS: All obligations, indemnifications, duties and liabilities undertaken by Operator hereunder shall survive for a period of five (5) years beyond the termination of this Agreement.

R. OPERATOR LIENS: Operator shall, at its sole expense, keep the lands subject to the easement granted herein free and clear of all liens and encumbrances resulting from Operator's and its agents' activities on the said lands and shall indemnify and hold harmless Surface Owner from and against any and all liens, claims, demands, costs, and expenses, including, without limitation, attorney's fees and court costs, in connection with or arising out of any work done, labor performed, or materials furnished to the pipeline.

S. JURISDICTION AND VENUE: The parties hereto expressly agree and consent to the personal jurisdiction of the State of Colorado District Court wherein the subject real property is located. This Agreement shall be interpreted under the Laws of the State of Colorado.

T. ATTORNEY FEES: The prevailing party in any litigation, or arbitration, if applicable, regarding this Agreement or the relationship created hereby shall be awarded its costs, expenses, and attorney's fees.

V. THIRD PARTY BENEFICIARY: Surface Owner shall be deemed to be a third party beneficiary of all laws, rules, and regulations governing Operator's operations on the Property and Surface Owner shall have an independent right of enforcement thereof. Surface Owner may assign some or all of its right under this agreement to a homeowners association.

10 Surface Use Agreement
March 15, 2008

W. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but which together shall constitute but one and the same instrument.

SURFACE OWNERS:

Joan L. Savage Date 3-12-08
Joan L. Savage

Date _____
Donna J. Koehler

Date _____
Richard Prather

Date _____
Ned Prather

Date _____
Lyle Prather

OPERATOR:

John C. Albert Date: March 15, 2008
By: John C. Albert, Attorney-in-fact
Marathon Oil Company
P.O. Box 3487
5555 San Felipe
Houston, TX 77253-348



10 Surface Use Agreement
March 15, 2008

W. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but which together shall constitute but one and the same instrument.

SURFACE OWNERS:

Joan L. Savage _____ Date _____
Donna J. Koehler _____ Date *4-26-08*
Donna J. Koehler _____
Richard Prather _____ Date _____
Ned Prather _____ Date _____
Lyle Prather _____ Date _____

OPERATOR:

John C. Albert _____ Date: *March 15, 2008*
By: John C. Albert, Attorney-in-fact
Marathon Oil Company
P.O. Box 3487
5555 San Felipe
Houston, TX 77253-348

W. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but which together shall constitute but one and the same instrument.

SURFACE OWNERS:

Date _____
Joan L. Savage

Date _____
Donna J. Koehler
Richard Prather
Richard Prather

Date _____
Ned Prather
Lyle Prather
Lyle Prather

OPERATOR:

John C. Albert _____ Date: *March 15, 2008*
By: John C. Albert, Attorney-in-fact
Marathon Oil Company
P.O. Box 3487
5555 San Felipe
Houston, TX 77253-348



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March 15, 2008

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SURFACE OWNERS:

Joan L. Savage Date _____

Donna J. Koehler Date _____

Richard Prather Date _____

Ned Prather
Ned Prather Date 3-15-08

Lyle Prather Date _____

OPERATOR:

John C. Albert Date: March 15, 2008
By: John C. Albert, Attorney-in-fact
Marathon Oil Company
P.O. Box 3487
5555 San Felipe
Houston, TX 77253-348



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March 15, 2008

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SURFACE OWNERS:

Joan L. Savage Date _____

Donna J. Koehler Date _____

Richard Prather Date _____

Ned Prather Date _____

Lyle Prather
Lyle Prather Date 3/17/08

OPERATOR:

John C. Albert
By: John C. Albert, Attorney-in-fact Date: March 15, 2008
Marathon Oil Company
P.O. Box 3487
5555 San Felipe
Houston, TX 77253-348

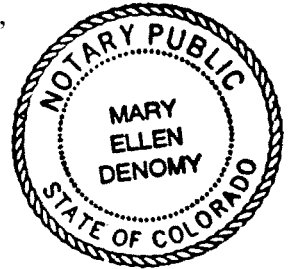


ACKNOWLEDGEMENTS

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on 3/12/08,
by Joan L. Savage. Witness my hand and seal.
My commission expires: April 1, 2011.

Mary Ellen Denomy
Notary Public



STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

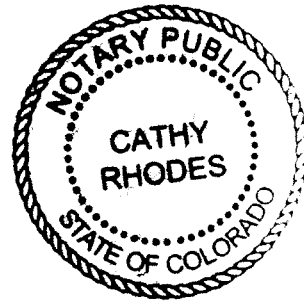
The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public



ACKNOWLEDGEMENTS

STATE OF COLORADO)
COUNTY OF ~~GARFIELD~~) ss.
 MESA

The foregoing instrument was acknowledged before me on MAY 1, 2008,
by Donna Koehler. Witness my hand and seal.

My commission expires: _____ **My Commission Expires**
Cathy Rhodes **12/04/2010**
Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

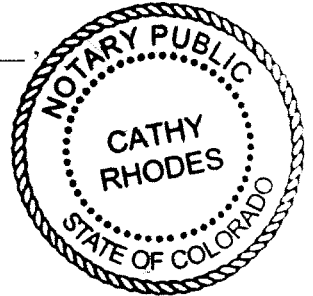
Notary Public

ACKNOWLEDGEMENTS

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on 3/17/08,
by Richard TRATHER. Witness my hand and seal.

My commission expires: _____ My Commission Expires
Cathy Rhodes 12/04/2010
Notary Public



STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

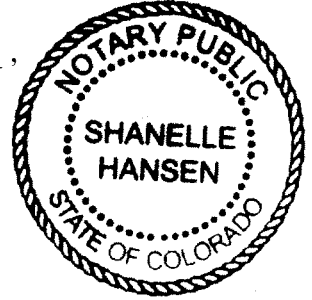
Notary Public

ACKNOWLEDGEMENTS

STATE OF COLORADO)
COUNTY OF ~~GARFIELD~~) ss.
MESA

The foregoing instrument was acknowledged before me on 3-18-08,
by NED PRATHER. Witness my hand and seal.
My commission expires: 11-15-2010.

Shanelle Hansen
Notary Public



STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

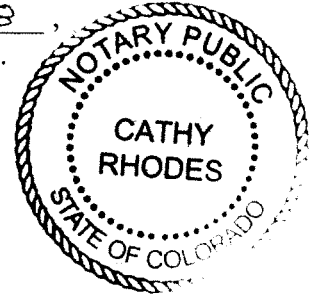
ACKNOWLEDGEMENTS

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on 3/17/08,
by Lyle Prather. Witness my hand and seal.

My commission expires: _____ **My Commission Expires**
Cathy Rhodes **12/04/2010**

Notary Public



STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

12 Surface Use Agreement
March 15, 2008

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me on _____,
by _____. Witness my hand and seal.
My commission expires: _____.

Notary Public

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

The foregoing instrument was acknowledged before me this
15th day of March, 2008, by John C. Albert as Attorney-in-Fact for
Marathon Oil Company, on behalf of said corporation.
WITNESS my hand and official seal.

My Commission expires: January 17, 2010

Deborah D. Kuhlman
Notary Public

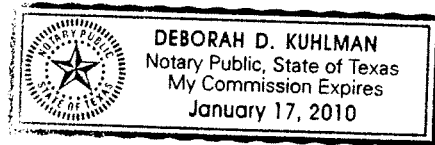


EXHIBIT "A"

Attached to and made a part of that certain Surface Use Agreement dated March 15, 2008
by and between Joan L. Savage, Donna J. Koehler, Richard Prather, Ned Prather, Lyle
Prather and Marathon Oil Company

Pad 697-2C

Well Names:	697-2C-11	697-2C-21
	697-2C-12	697-2C-22
	697-2C-13	697-2C-23
	697-2C-14	697-2C-24
	697-2C-15	697-2C-25
	697-2C-16	697-2C-26
	697-2C-17	697-2C-27
	697-2C-18	697-2C-28

Pad 697-11A

Well Names:	697-11A-11	697-11A-22
	697-11A-12	697-11A-23
	697-11A-13	697-11A-24
	697-11A-14	697-11A-25
	697-11A-15	697-11A-26
	697-11A-16	697-11A-27
	697-11A-17	697-11A-28
	697-11A-21	

Pad 697-14C

Well Names:	697-14C-11	697-14C-23
	697-14C-12	697-14C-24
	697-14C-13	697-14C-25
	697-14C-14	697-14C-26
	697-14C-15	697-14C-27
	697-14C-21	697-14C-28
	697-14C-22	

EXHIBIT "B"

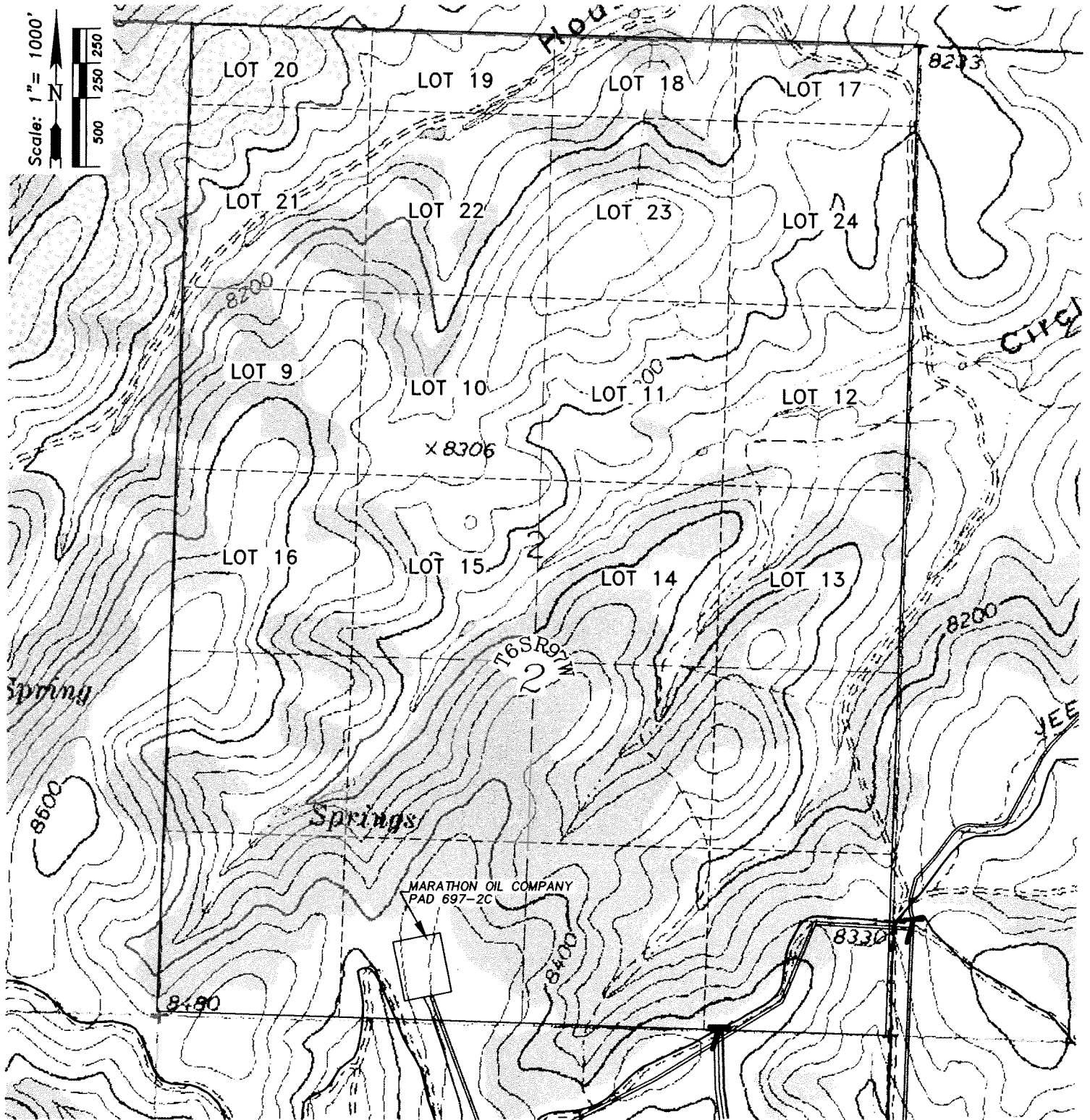
WILLIAM H. SMITH & ASSOCIATES P.C.
SURVEYING CONSULTANTS

T 6 S R 97 W

PLAT FOR PROPOSED SECTION 2
PLAN OF DEVELOPMENT MAP

P.O. BOX 820
GREEN RIVER, WYOMING 82935

550 EAST 2ND NORTH
PH. 307-875-3638
FAX. 307-875-3640



- EXISTING ROAD
- PROPOSED ACCESS ROAD
- PROPOSED GAS LINE
- PROPOSED WATER LINE
- T** PROPOSED PIPELINE "T"

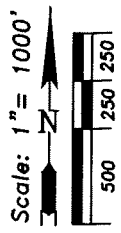
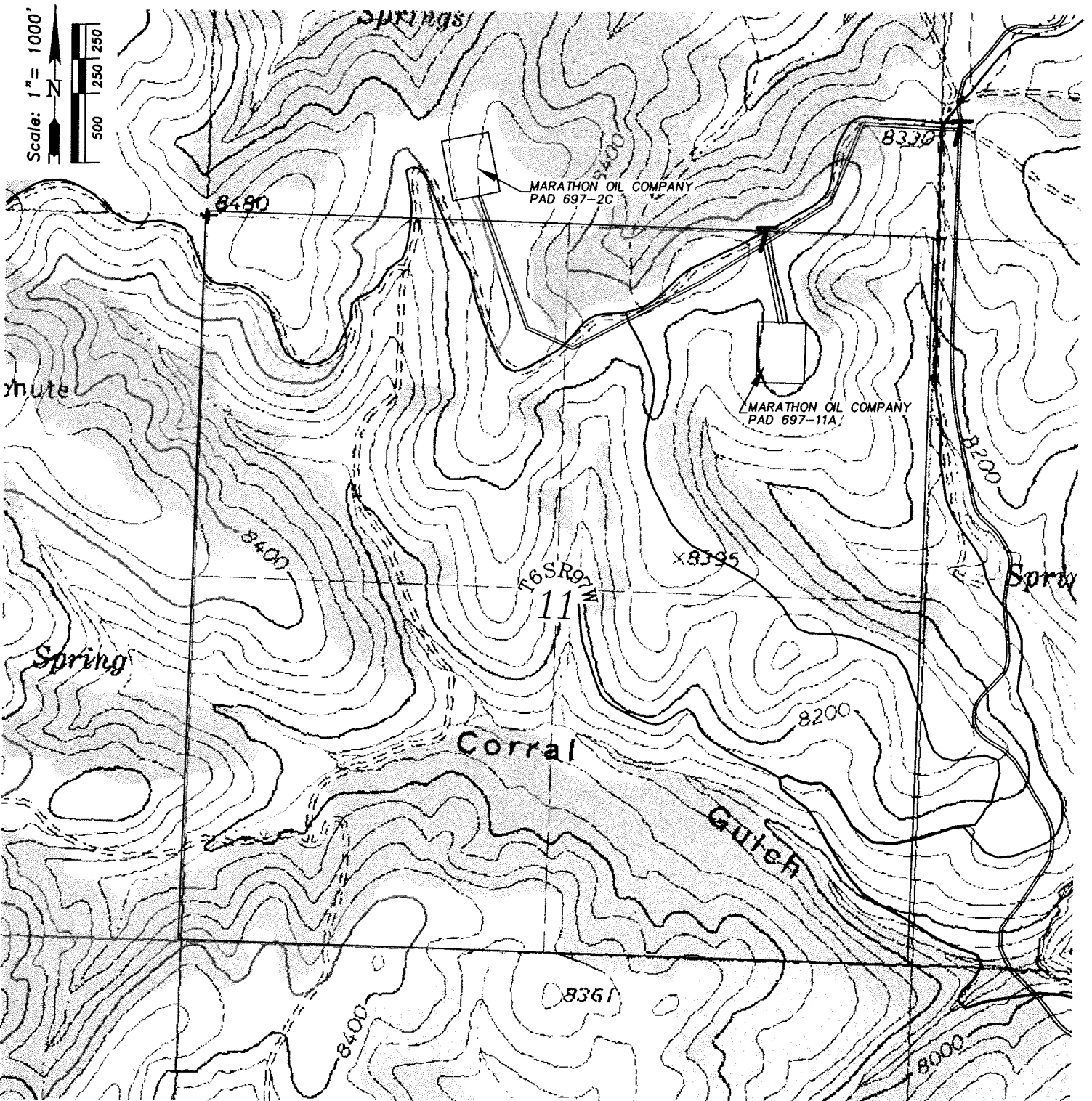
JOB NO. 26099
02/20/2008 CED
SEC 2 PLAT.dwg

PREPARED FOR:
MARATHON OIL COMPANY
P.O. Box 3128
Houston, TX 77253
5555 San Felipe
Houston, TX 77056

WILLIAM H. SMITH & ASSOCIATES P.C.
 SURVEYING CONSULTANTS
 T 6 S R 97 W
 PLAT FOR PROPOSED SECTION 11
 PLAN OF DEVELOPMENT MAP

P.O. BOX 820
 GREEN RIVER, WYOMING 82935

550 EAST 2ND NORTH
 PH. 307-875-3638
 FAX. 307-875-3640



- EXISTING ROAD
- PROPOSED ACCESS ROAD
- PROPOSED GAS LINE
- PROPOSED WATER LINE
- T** PROPOSED PIPELINE "T"

JOB NO. 26099
 02/20/2008 CED
 SEC 11 PLAT.dwg

PREPARED FOR:
 MARATHON OIL COMPANY
 P.O. Box 3128
 Houston, TX 77253
 5555 San Felipe
 Houston, TX 77056

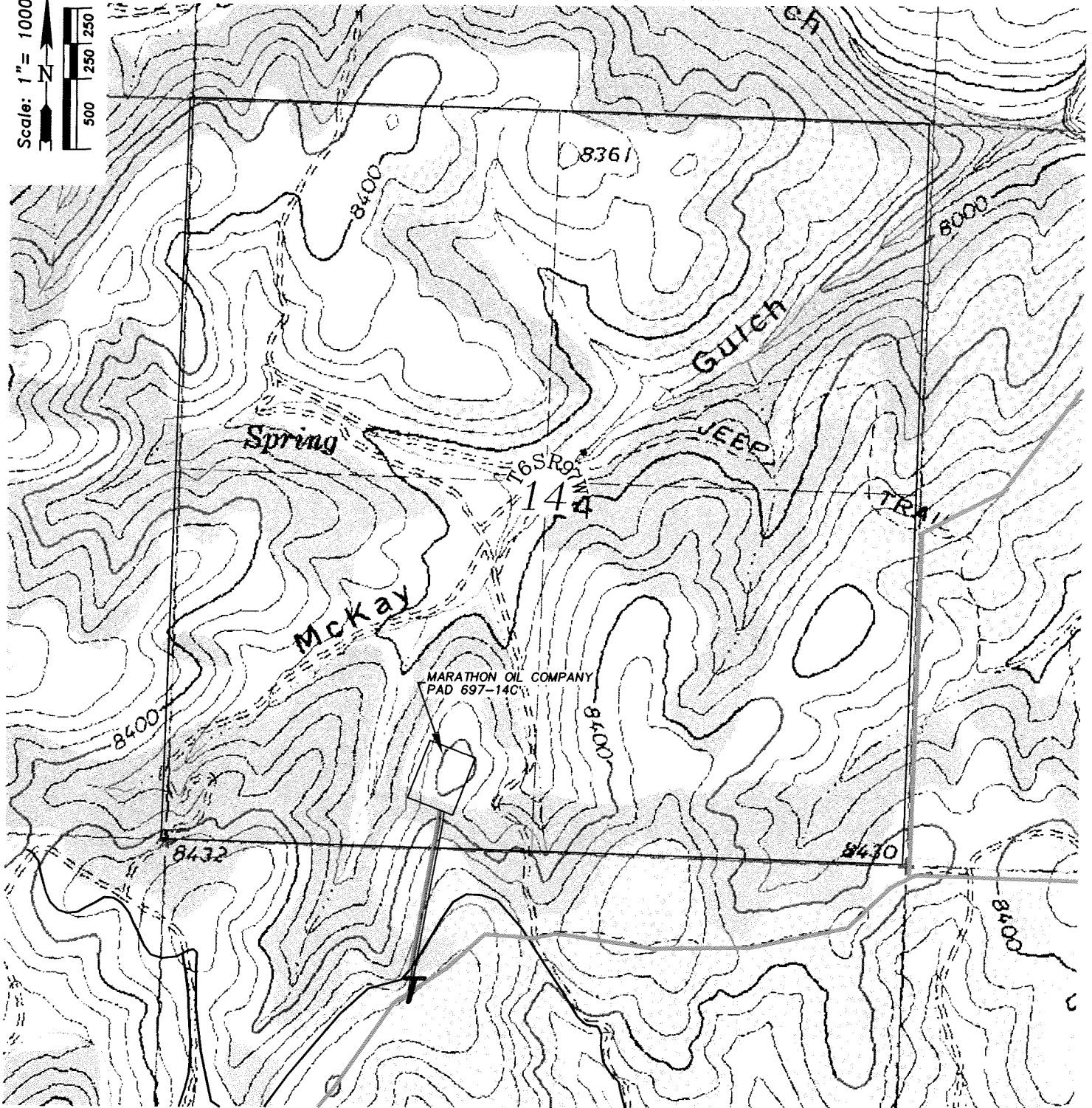
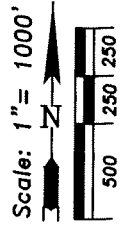
WILLIAM H. SMITH & ASSOCIATES P.C.
SURVEYING CONSULTANTS

T 6 S R 97 W

PLAT FOR PROPOSED SECTION 14
PLAN OF DEVELOPMENT MAP

P.O. BOX 820
GREEN RIVER, WYOMING 82935

550 EAST 2ND NORTH
PH. 307-875-3638
FAX. 307-875-3640



- MAIN SOUTHERN CORRIDOR
- EXISTING ROAD
- PROPOSED ACCESS ROAD
- PROPOSED GAS LINE
- PROPOSED WATER LINE
- T** PROPOSED PIPELINE "T"

JOB NO. 26099
02/20/2008 CED
SEC 14 PLAT.dwg

PREPARED FOR:
MARATHON OIL COMPANY
P.O. Box 3128
Houston, TX 77253
5555 San Felipe
Houston, TX 77056

NOTICE REQUIREMENTS (RULE 305)

Re: Well Name: Pad #697-2C
Wells Included on this Pad
#697-2C-12
#697-2C-14
#697-2C-16
#697-2C-18
#697-2C-21
#697-2C-23
#697-2C-25
#697-2C-27

In accordance with the Colorado Oil and Gas Conservation Commission for Notices of Oil and Gas Operations, Rule 303, the following information is required to be provided:

• Operations on the Pad #697-2C are estimated to commence on 5-1-2008
Well Name Date

• The Operator will be: Marathon Oil Company
Operator
5555 San Felipe
Address
Houston, TX 77056
City State Zip Code

• If you have any questions regarding this notice, you may contact:
Frank Krugh at (713)296-3546
Representative Phone No.

• The legal description of the surface lands upon which operations will be conducted are:
SE~4 SW ~4 Sec. 2 Twp. 6S Rng. 97W 6th P.M.
Garfield County, Colorado.
County

- The surface owner has the responsibility for notifying any affected tenant of the proposed operations.
- In lieu of including a return addressed, postage prepaid postcard upon which you may request your preference with respect to consultation requirements, please call the phone number recited above to schedule an appointment.
- A brochure describing surface owner rights and copy of onsite inspection policy are enclosed.

By signing below, the surface owner waives the above notification requirements of Rule 305. (List below any Rule 305 notice requirements excluded from this waiver)

Surface Owner Signature

Date

Donna J. Koehler
P. O. Box 300
DeBeque, Colorado 81630

By: Donna J. Koehler

4-26-08

Name: _____

Title: _____