

BURKETT #4-24 (SEC 24-35-8) WELL ACCESS AGREEMENT

ADDENDUM TO ACCESS OR SURFACE USE AGREEMENT (BURKETT/XTO)

Burkett #4-24

The parties hereby agree and accept that:

1. XTO shall only use such portions of the Grantor's surface property as are reasonably necessary to conduct its operations.
2. Except to the extent authorized by a written instrument, such as an Oil and Gas Lease, Pooling Declaration, Communitization Agreement, Access Agreement, Pipeline Agreement, or Surface Use Agreement, the gas well operator may not use the surface of any applicable mineral lease for the benefit of property other than that specifically described in the particular lease.
3. All well sites, access roads, and pipelines/gathering lines located on the Wildorado Ranch shall be installed, reclaimed and operated in accordance with well-specific or pipeline-specific written Agreements between the surface owner and the gas well operator. Multiple pipelines or additional gathering line connections for any well shall not be installed without the express written approval of the surface owner/Grantor in such an Agreement.
4. XTO may complete road and well pad construction, initial drilling, fracturing, and pipeline hookup of the Burkett #4-24 well at any time following the signing of this Agreement, but not later than 31 October 2011. Grantor hereby waives the thirty (30) day notification prior to commencement of drilling operations required by COGCC Rule 305.e., and Grantor has received the surface owner information brochure required by COGCC Rule 305.e.(1).A. However, Grantee agrees that all subsequent operational and well re-work activities are expressly subject to the hunting and winter season restrictions provided in paragraph nine of this Access Agreement.
5. XTO recognizes that the surface owner desires to develop portions of the Wildorado Ranch property. Accordingly, XTO agrees to permit the surface owner, at its own risk and expense, to relocate roads and reclaim areas disturbed by XTO's operations, provided that XTO shall at all times retain reasonable access to its wells and facilities and the capability to safely produce gas from its applicable leasehold interest in paying quantities. No such relocation or reclamation action shall be undertaken by the surface owner without the prior notification, consultation, and consent of XTO, which consent shall not be unreasonably withheld. XTO shall not be required to modify, remove or relocate any existing wellheads, pipelines or surface equipment or to allow Grantors to do so, without its express written consent.

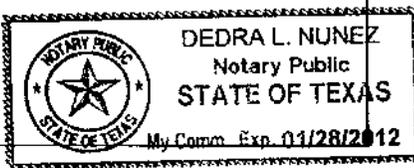
Jeri Mac Burkett
 Jeri Mac Burkett, Agent for Owners and Trustee
 Jeri Mac Burkett Revocable Trust
 James Ronald Burkett Revocable Trust
 James Evan Burkett & Kathryn Burkett Willyard

4/20/2011
 Date

STATE OF COLORADO))SS	
COUNTY OF LA PLATA)	
This instrument was acknowledged before me on the <u>20</u> day of <u>April</u> , 2011, by Jeri Mac Burkett. Witness my hand and official seal.	
My commission expires: <u>4/20/14</u>	Notary Public: <u>Berena M Kinney</u>

Edwin S. Ryan, Jr.
 Edwin S. Ryan, Jr. JLB
 Senior Vice President, Land Administration
 XTO Energy Inc., a Delaware corporation

5/3/11
 Date

STATE OF TEXAS))SS	
COUNTY OF TARRANT)	
This instrument was acknowledged before me on the <u>3rd</u> day of <u>May</u> , 2011, by Edwin S. Ryan, Jr. Witness my hand and official seal.	
My commission expires: <u>Jan 28, 2012</u>	Notary Public: <u>Dedra L. Nunez</u>



1030658 5/17/2011 9:23 AM
1 of 1 AGR RS11.00 DS0.00

Tiffany Lee Parker
Laplata County Clerk

NOTICE OF ACCESS AGREEMENT
(Burkett #4-24 Well from the Huber-Burkett 2-24 Well Location)

XTO Energy Inc., a Delaware Corporation, whose address is 810 Houston Street, Fort Worth, TX 76102-6298 ("XTO" or "Operator"), hereby gives notice that it has entered into a well Access Agreement and associated Addendum with Jeri Mac Burkett, Agent for Surface Owners and Trustee, whose address is 3021 County Road 223, Durango, Colorado 81301-8252 ("Owner" or "Grantor") dated the 20th day of April, 2011. This Agreement with Addendum covers the access road and operations area for the XTO well known as the **Burkett #4-24** which has a surface location/well-head 1124 FSL and 421 FEL of the SE/4 SE/4 SEC 24-T35N-R8W N.M.P.M., La Plata County, Colorado.

Said Agreement grants to XTO full ingress and egress for the sole purpose of gas production from drilling and operations of the Burkett #4-24 well, pursuant to underlying oil and gas lease(s) and applicable permits, subject to the terms and conditions agreed to by the parties in the referenced Agreement.

This Notice is being executed and recorded for the purpose of giving third parties notification of the existence of the subject Access Agreement and Addendum and the rights therein granted to XTO by the Owner/Grantor.

WELL OPERATOR:

Edwin S. Ryan, Jr.

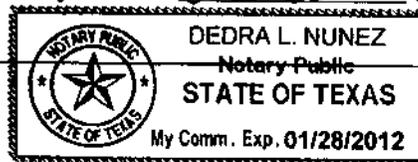
Date: 5/3/11

Edwin S. Ryan, Jr. *JLR* *msd*
Senior Vice President, Land Administration
XTO Energy Inc., a Delaware corporation

STATE OF TEXAS)
)SS
COUNTY OF TARRANT)

This instrument was acknowledged before me this 3rd day of May, 2011, by Edwin S. Ryan, Jr. Witness my hand and official seal.

My commission expires: Jan 28, 2012 Notary Public: *Debra L. Nunez*



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 Jeri Mac Burkett, Agent for Owners and Trustee
 Jeri Mac Burkett Revocable Trust
 James Ronald Burkett Revocable Trust
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4/20/2011
 Date

STATE OF COLORADO))SS	BERENA M KINNEY NOTARY PUBLIC STATE OF COLORADO
COUNTY OF LA PLATA)	
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My commission expires: <u>4/20/14</u>	Notary Public: <u>Berena M Kinney</u>

Edwin S. Ryan, Jr.
 Edwin S. Ryan, Jr. JLR
 Senior Vice President, Land Administration
 XTO Energy Inc., a Delaware corporation

5/3/11
 Date

STATE OF TEXAS))SS	DEDRA L. NUNEZ Notary Public STATE OF TEXAS My Comm. Exp. <u>01/28/2012</u>
COUNTY OF TARRANT)	
This instrument was acknowledged before me on the <u>3rd</u> day of <u>May</u> , 2011, by Edwin S. Ryan, Jr. Witness my hand and official seal.	
My commission expires: <u>Jan 28, 2012</u>	Notary Public: <u>Dedra L. Nunez</u>