

ROAD USE AGREEMENT

THIS AGREEMENT is made this 12th day of July, 2012, between Don L. Gosney (hereinafter "Grantor", whether one or more) the owner of the surface of the following described lands situated in La Plata County, State of Colorado, and hereinafter further described to-wit:

Township 33 North, Range 7 West, N.M.P.M.
Section 10: A Tract of land located in the NE/4SW/4, W/2SE/4SW/4

and Coleman Oil & Gas, Inc.. (hereinafter referred to as "Coleman").
The parties agree as follows:

1. **Grant of Road Use:** Grantor hereby grants unto Coleman an easement to use the existing road located on the above referenced property as shown on the attached Exhibit "A". The parties hereto shall cooperate with each other concerning the use of this easement. Grantor reserves the right to full use and enjoyment of the subject road except for the purposes herein granted, but such use shall not hinder, conflict, or interfere, directly or indirectly, with the exercise of Coleman's rights hereunder.
2. **Repair of Road:** Coleman agrees to be responsible for damages to the road caused by its operations as long as said road is being used by Coleman. Coleman further agrees to repair said damages in a timely and workman like manner.
3. **Use of Road:** The use of this road shall be for access to facilities operated by Coleman. Coleman will restrict its use of the road to normal business hours as much as possible, but has the right to use said road at any time if necessary.
4. **Successors and Assigns:** The terms, conditions, and provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, agents, employees, licensees, permittees, contractors, and subcontractors.
5. **Term:** The rights herein granted shall be possessed, continued, and enjoyed by Coleman, its successors and assigns, so long as the subject facilities are operated by Coleman, its successors and assigns.
6. **Entire Agreement:** The terms of this written Agreement and Side Letter shall constitute the full agreement between the parties hereto and no modification or amendment of this Agreement shall be effective without the written consent of the parties being first obtained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

Coleman-L&G

GRANTOR:

Don L. Gosney
Don L. Gosney

COLEMAN OIL & GAS, INC:

BY: G. Chris Coleman
G. Chris Coleman, Vice President

UNOFFICIAL COPY

STATE OF COLORADO }
COUNTY OF LA PLATA } ss.

The foregoing instrument was acknowledged before me this
19th day of July, 2012, by Don L. Gosney.
Witness my hand and official seal
My Commission Expires: 8/30/14

Sharon Kinton
Notary Public

UNOFFICIAL COPY



NOTARY PUBLIC

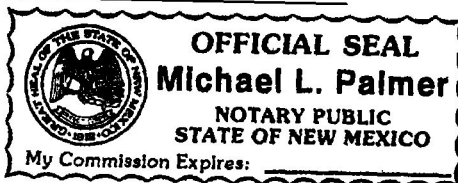
STATE OF }
COUNTY OF } ss.

UNOFFICIAL COPY

The foregoing instrument was acknowledged before me this
12 day of JULY, 2012, by G. Chris Coleman, Vice President
of Coleman Oil & Gas, Inc. for and on behalf of said corporation.

Witness my hand and official seal
My Commission Expires:

11-28-2015



Michael L. Palmer
Notary Public



1050469
3 of 3

7/30/2012 10:16 AM
AGR R\$21.00 D\$0.00

Tiffany Lee Parker
Laplata County Clerk

Road Use Agreement
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EXHIBIT "A"

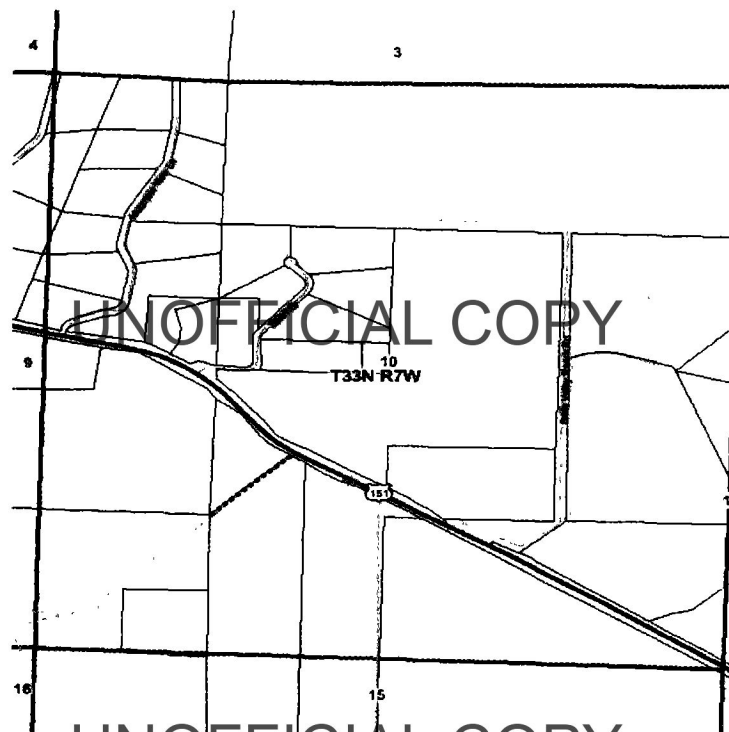
Attached to and made a part of that certain Road Use Agreement dated July 12, 2012, by and between Don L. Gosney (Grantor), and Coleman Oil & Gas, Inc. (Coleman).

DESCRIPTION:

Township 33 North, Range 7 West, N.M.P.M.

Section 10: A Tract of land located in the NE/4SW/4, W/2SE/4SW/4

An easement to use the existing road as shown below:



UNOFFICIAL COPY

..... Road Easement

Signed for Identification:

GRANTOR:

Don L. Gosney

COLEMAN OIL & GAS, INC:

G. Chris Coleman, Vice President