

## MASTER SURFACE USE AGREEMENT

THIS MASTER SURFACE USE AGREEMENT (the "Agreement"), made and entered into as of the <sup>30<sup>th</sup></sup> day of August, 2007, is between **Joan L. Savage ("Surface Owner")**, 5953 County Road 320, Rifle, Colorado 81650 and **Williams Production RMT Company ("Operator")**, 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, CO 80202. Operator and Surface Owner may be referred to individually as a "Party" and jointly as the "Parties."

### RECITALS

Surface Owner owns a surface interest in the following described sections of land in Garfield County, Colorado, as approximately depicted on the plat attached to the Agreement as Exhibit A (the "Property"):

Township 6 South, Range 94 West, 6<sup>th</sup> P.M.  
Section 23  
Sections 25, 26, 27, 28, 29  
Sections 32, 33, 34, 35

Township 7 South, Range 94 West, 6<sup>th</sup> P.M.  
Sections 7, 8, 9

Township 7 South, Range 95 West, 6<sup>th</sup> P.M.  
Sections 4, 9

Surface Owner and Operator wish to memorialize their Agreement concerning surface use of and the payment for damages to the Property in connection with the drilling, construction, completion, recompletion, reworking, production, maintenance and operation of oil and gas wells, access roads, pipelines, and other facilities normally appurtenant to oil and gas development on the Property by Operator, its affiliates, successors, and assigns.

### I. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree to the following:

A. GRANT: In accordance with and limited by the terms of this Agreement, Surface Owner hereby grants, bargains, conveys and confirms unto Operator all necessary easements and rights-of-way on, under, over and across the Property for access roads, pipelines, wellpad locations, and related facilities for oil and gas exploration and production operations. Subject to the terms and conditions set forth in this Agreement, Operator may construct not less than 32 wellpads on the Property at locations agreed upon by Surface Owner and Operator pursuant to Section II.A of the Agreement (the "Wellpads"); and may drill and operate wells from the Wellpads to bottom hole locations permitted by any rule, regulation or order of the Colorado Oil

and Gas Conservation Commission (the "COGCC") on the Property or lands pooled with any portion of the Property.

**B. CONSIDERATION:**

**C. RELEASE:** Upon receipt of each Wellbore Damage Payment, Surface Owner 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 Wellpad, the construction, preparation, and use of the Wellpad, including installation of tank batteries, and all other activities including, but not limited to, construction, use, maintenance, and repair, incident to and necessary for the drilling, completion, operation, production and abandonment of the wellbore to which the Wellbore Damage Payment applies, subject to the representations, agreements and obligations set forth herein.

**D. LIABILITY FOR ADDITIONAL INJURIES:** Nothing in this Agreement shall indemnify Operator or create any liability for Surface Owner due to Operator's entry upon the Property. Operator shall be liable for any injury to persons or livestock caused by or incident to the operations of Operator, its agents, employees, or contractors on the Property, or any extraordinary damages to the Property due to spills of hazardous materials, explosions, fires, or any other harmful activity of Operator.

**E. LIMITATIONS:** Without the specific written agreement of Surface Owner, nothing in this Agreement grants Operator the right of access to or for the transportation of production from any oil and gas wells located outside the boundaries of the Property with the exception of lands pooled or unitized with any portion of the Property.

**F. SURFACE OWNER RESERVATION:** All surface uses consistent with the rights of Operator, including the right to grant third parties successive easements on or across the Property, are hereby reserved to Surface Owner.

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

## **II. OPERATIONS**

**A. WELLPADS:** Operator may construct and use the Wellpads depicted on the map attached as Exhibit A to this Agreement. No other Wellpads are authorized by this Agreement. Wellpad locations for Existing Wellpads shown on Exhibit B are hereby approved by Surface Owner. Wellpad locations for Proposed Wellpads are preliminary and the final location of each Proposed Wellpad shall be subject to mutual agreement of the Parties. Wellpad locations may be changed with the mutual agreement of the Parties. Upon execution of the Agreement by both

Parties, Operator shall have access on, over, across and to the Property and Wellpads for surveying, surface inspection and other preliminary activity required to prepare applications for permits to drill oil and gas wells on the Property.

B. PLANS OF DEVELOPMENT: Plans of Development shall be proposed by Operator and agreed upon by the Parties in five phases. Plans of Development shall include survey plats of the Wellpad and proposed wellsites including plan view, cut and fill profiles, drilling equipment site plan, access road plan, pipeline plan, and reclamation plan. The lands to be developed in each phase are described on Exhibit B. Plans of Development shall be approved by the Parties in accordance with the following schedule, unless such other times are agreed upon by the Parties. Phase 1A shall be approved by the Parties no later than August 30, 2007. Phase 1B shall be approved by the Parties no later than November 30, 2007. Phase 1C shall be approved by the Parties no later than February 29, 2008. Phase 2 shall be approved by the Parties no later than November 30, 2008. Phase 3 shall be approved by the Parties no later than November 30, 2009. Approval of the Plan of Development at each phase shall constitute final approval by the parties of all Wellpad locations, cut and fill profiles, drilling equipment site plan, access road plan, pipeline plan, and reclamation plan set forth in the Plan of Development for that Phase.

C. EXCLUSION OF LANDS: If the Parties cannot agree upon the Plan of Development for the lands included in Phases 1A, 1B, 1C, 2 or 3 on or before the dates specified in Section II.A of this Agreement, all lands included in the phase for which no agreement on the Plan of Development is timely reached may, at the option of either party, be excluded from this Agreement and excluded from the definition of "Property" in this Agreement.

D. WELLPAD DETAILS:

1. The disturbed area for each Wellpad shall be no more than three acres in size during drilling operations, plus additional areas adjacent to the Wellpad for the stockpile of topsoil and fill, and shall be reclaimed to a production area of no more than one acre upon completion of drilling, reworking and completion operations.

2. No compressors shall be located on the Property without the express written consent of Surface Owner. All dehydrator/tank sites shall be subject to the terms and conditions of this Agreement.

3. Wellpads and access roads utilized by Operator 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 Wellpad shall be fenced in accordance with Bureau of Land Management, Department of the Interior, United States ("BLM") specifications.

6. All above ground permanent Wellpad structures and above ground pipeline structures shall be painted with appropriate colors to blend with the surrounding landscape.

7. All drilling fluids and mud shall be handled in accordance with COGCC regulations.

8. Well sites shall not encroach upon deeded rights-of-way or utility easements unless otherwise agreed.

9. Operator shall use commercially reasonable efforts for the protection of surface and groundwater during drilling and other operations including the following:

a) Williams will conduct baseline groundwater testing (sampling and analyses) of up to ten (10) water sources on the Property identified by Surface Owner prior to commencing drilling operations in those areas. Post-drilling groundwater testing will also be conducted at those same designated sites within one year of the conclusion of area well completion activities. Testing locations must be readily accessible and wells must be intact for accurate results. The same suite of analytes used for the Holmes Mesa Hydrogeologic Survey will be employed. A list of analytes is attached hereto as Exhibit "C". Analytical results will be reported within 90 days of testing.

b) Implementation of a comprehensive groundwater protection plan including surface casing, cementing procedures, and overpressure mitigation procedures to insure that groundwater is not contaminated by oil and gas operations on the Property. 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.

10. By payment of the Wellbore Damage Payment and notice to Surface Owner, Operator is granted the right and all necessary surface and subsurface easements, subject to existing rights-of-way, to drill directional wells from the Wellpads to bottom hole locations outside the boundaries of the Property.

E. WELLSITE PITS: All production pits shall be constructed and maintained in compliance with all applicable state and federal regulations.

F. ACCESS ROADS: Access roads to be constructed by Operator shall require Surface Owner approval, which shall not be unreasonably withheld. Operator shall provide Surface Owner with a survey of proposed routes and such routes shall be staked prior to Surface Owner review if requested. Presently existing roads must be used where practicable to do so, and must be appropriately improved and maintained.

1. Constructed roads shall be upgraded to standards as described in the "Surface Operating Standards for Oil and Gas Exploration and Development," 3rd

Edition, prepared by BLM/FS Rocky Mountain Regional Coordinating Committee (RMRCC) or similar governmental agency.

2. Roads and pipelines shall be limited to no more than 30 feet in width of disturbed ground with a 20-foot travel surface, and pipelines installed within the 30 feet of disturbed ground. Where it is necessary to exceed these specified widths, Operator shall first obtain written consent from Surface Owner, which consent shall not be unreasonably withheld.

3. Roads shall be graveled, properly graded, drained, and maintained by Operator. Operator shall maintain weed control on all disturbed land until revegetated to match original ground cover as nearly as is reasonably practical.

4. Culverts 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 by Operator shall be restored to BLM fence specifications. If Surface Owner or Operator chooses to lock any gates on access roads, 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 season.

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 other uses of the Property provided that such road relocation does not impose an undue burden on 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 roads shall be for the private use of Operator, its agents, employees, and contractors for operations on the Property only, with no right of use by the public or for Operator's access to other lands except by separate agreement. Surface Owner reserves the right to use all such roads for any purpose that does not unreasonably interfere with Operator's operations.

9. Surface Owner and Operator shall agree on which roads shall be considered permanent access roads on the Property. Permanent roads will not be removed, but shall be reclaimed to BLM standards, or to a lesser standard if so specified by Surface Owner after completion of production activities by Operator. Any obligation or liability imposed upon Operator, as the result of not removing any such permanent road, shall, after oil and gas operations terminate, be assumed by Surface Owner.

G. PIPELINES:

1. Operator shall have the right to construct and operate pipelines on rights-of-way granted under this Agreement for service to or transport of any products produced from wells on the Property or lands pooled or unitized with the Property. Such pipelines are to be solely for the gathering of gas and oil from the Property and do not include pipelines for gas and oil produced off of the Property (with the exception of production from lands pooled or unitized with any portion of the Property). Operator may not use the Property as a site for a pipeline crossing the Colorado River.

2. All pipelines and flow lines outside of the permanent Wellpad shall be buried at least three feet below final grade with the exception of surface lines, which are either temporary (utilized for one year or less) or required because of topography or subsurface conditions.

3. New pipelines shall be installed within existing roadways except where prior written agreement of Surface Owner has been obtained.

4. All pipelines shall be removed upon termination of this Agreement, unless otherwise agreed to by Surface Owner at the time of termination of this Agreement. After removal, pipeline rights-of-way shall be restored to original grade and the site reclaimed to BLM standards.

H. WATER: Surface Owner grants to Operator access to the Colorado River at any point or points on the Property, with the exception of the W/2 of Section 28 in T6S, R94W, 6<sup>th</sup> P.M., for the purpose of pumping water into trucks, pipelines, or other conveyances, to secure a supply of water for normal oil and gas operations. Surface Owner reserves the right to use such access points for its own purposes and to grant the same rights to third parties, providing such uses do not unduly interfere with Operator's access to the river. Surface Owner and Operator agree to cooperate in order to secure other sources of water. The terms of such arrangements are to be set forth in a separate written agreement.

### III. RECLAMATION:

A. INTERIM RECLAMATION: Operator shall restore all disturbed surface areas of Wellpads, pipeline construction corridors and other facility locations to their original grade and vegetation immediately following completion (weather permitting) of the last well drilled on a Wellpad or construction of the pipeline or facility, as applicable. Topsoil shall be stockpiled and replaced in conformance with BLM standards.

1. The production Wellpad shall be fenced. The portion of the Wellpad 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 reclaimed by Operator to match the original contours and vegetation as nearly as is reasonably practical.

3. Disturbance of surface areas outside the Wellpad shall be reclaimed by Operator to match original contours and vegetation as nearly as is reasonably practical.

4. Operator shall be responsible for maintenance and weed control for all disturbed areas as long as the Wellpad is in use.

5. Any rocks excavated by Operator that are too large (over 100 pounds each) to be incorporated into fill or reclamation shall be stockpiled at a location on the Property 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.

6. Without the express written consent of Surface Owner, no debris, slash, or other materials, shall be burned (gas flaring excluded) or buried on the Property except materials contained in the reserve pit. The consent of Surface Owner shall be obtained on a case-by-case basis only.

7. Operator shall be responsible for weed control in all areas on the Property disturbed by Operator throughout the term of this Agreement or until revegetation with acceptable grasses and other vegetation has been completed, whichever is earlier, to match original vegetation as nearly as is reasonably practical. 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 and production on any portion of the Property, Operator shall return roads (except permanent roads), rights-of-way and 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 installed by Operator (with the exception of any wellhead, production pipe, equipment or personal property used in connection with Operator's surface facilities, which shall remain the property of 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 in III.A.2 above.

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 the BLM.

#### **IV. GENERAL PROVISIONS**

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

B. 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, aquifers, 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.



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

I. ENVIRONMENTAL COMPLIANCE: Operator shall comply with any and all environmental laws governing its 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 sixty (60) days of permanent termination of production operations at a Wellpad, Operator shall provide Surface Owner an environmental survey report documenting that the Wellpad 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 are 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.

J. 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.

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

L. TERMINATION: All rights of Operator under this Agreement, including road and pipeline rights-of-way shall terminate upon the termination of oil and gas production from the Property. Upon termination of the rights hereby granted, Operator shall execute and deliver to Surface Owner, within thirty days of written demand therefore, an acknowledgment that this Agreement has terminated.

M. 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 Operator is released by Surface Owner in writing or Operator's obligations and liabilities under this Agreement are expressly assumed, in writing by Operator's assignee. Within thirty (30) days after any assignment of this Agreement or the underlying Leases, Operator agrees to notify Surface Owner of such assignment including the assignee's current address and contact persons.

N. 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 subject lands. This Agreement is non-exclusive and Surface Owner makes no warranties with respect to existing easements, rights-of-way, grants, surface use agreements, or other encumbrances on 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 quitclaim, without warranty.

O. 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.

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

Q. OPERATOR LIENS: Operator shall, at its sole expense, keep the lands subject to the easements 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.

R. JURISDICTION AND VENUE: The Parties hereto expressly agree and consent to personal jurisdiction of the State of Colorado District Court wherein the Property is located. This Agreement shall be interpreted under the Laws of the State of Colorado.

S. 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 reasonable attorney's fees.

T. MEMORANDUM OF AGREEMENT: Surface Owner and Operator shall execute and record in the Garfield County, Colorado, real property records a Memorandum of Surface Use Agreement in the form of Exhibit "D" attached hereto, which Memorandum shall describe the Property included in each Plan of Development phase provided for in Section II.B of the Agreement.

U. CONFIDENTIALITY. Surface Owner agrees that the provisions of this Agreement shall be kept confidential except as disclosure may be required by court order, applicable law, or rules and regulations of governmental agencies. Surface Owner agrees to use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of this Agreement.



14

13

CARPENTER, NORMAN A

**East Rulison**  
 16 total pads  
 13 existing pads (8 e-pads, 5 c-pads)  
 3 new pads (3 e-pads, 0 c-pads)

**194 total wells**

BUREAU OF  
BUREAU

GORDMAN  
LEVERICH  
LLP  
HONEA,  
THARINE M

23

24

**Exhibit "A"**  
 attached to and made part of that certain  
 Master Surface Use Agreement dated  
*Aug. 20*, 2007,  
 between Joan L. Savage, Surface Owner,  
 Williams Production RMT Company,  
 Operator

26

25

Creek

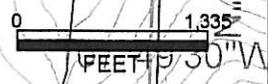
107°51'30"W

107°51'00"W

107°50'30"W

107°50'00"W

36°30'00"N  
 39°26'00"N  
 39°25'30"N  
 39°25'00"N  
 39°24'30"N  
 39°24'00"N



**Exhibit "B"**  
**Attached to and made a part of that certain**  
**Master Surface Use Agreement dated Aug. 20, 2007,**  
**between Joan L. Savage, Surface Owner, and**  
**Williams Producton RMT Company, Operator**

<b>Phase</b>	<b>Existing Wellpad</b>	<b>Proposed Wellpad</b>	<b>Spacing Unit</b>
Phase 1A	GV 80-4	PA 34-4	Section 4: All T7S, R95W
Phase 1A	Battlement 1		Section 9: All T7S, R95W
Phase 1B	RMV 35-28, RMV 19-28 and RMV 102-28		Section 28: W/2 T6S,R94W
Phase 1B	RMV 129-29 RMV 180-29		Section 29: S/2 T6S,R94W
Phase 1B	RMV 118-33		Section 33: W/2 T6S,R94W
Phase 1B		To Be Determined	Section 32: N/2 & S/2 T6S,R94W
Phase 1C		RWF 13-23	Section 23: W/2 T6S,R94W (Will be a future W/2 unit. Section 23 is spaced as 320s.)
Phase 1C	RMV 76-27		Section 27: E/2 T6S, R94W
Phase 1C	RMV 79-34 and Superior SHCT 1		Section 34: All T6S, R94W
Phase 2		RWF 22-26	Section 26: All T6S, R94W
Phase 2	GV 20-25	RWF 43-25	Section 25: All T6S, R94W
Phase 2	Savage 1-26, Juhan 1 and Juhan 14-26H		Section 26: All T6S, R94W
Phase 2	RMV 22-35, Juhan Federal 1, Rulison 35-94, Savage 11-35-6-94W and RMV 48-35		Section 35: All T6S, R94W
Phase 2	RMV 83-34		Section 34: All T6S, R94W
Phase 3		SR 42-7	Section 7: All T7S, R94W
Phase 3	Gross-Hahnewald	SR 14-8 and SR 44-8	Section 8 T7S, R94W has 40 acre units
Phase 3		SR 11-9 and SR 42-9	Section 9: All T7S, R94W

**Exhibit "C"**

Attached to and made a part of that certain  
**Master Surface Use Agreement dated Aug 20, 2007**  
 between **Joan L. Savage, Surface Owner, and**  
**Williams Production RMT Company, Operator**

**Standard Analyte List for Groundwater Samples**

<b>Analyte</b>	<b>Method</b>	<b>Holding Times</b>	<b>Preservative</b>
Alkalinity Bicarbonate as HCO <sub>3</sub>	A2320 B	14 days	Cool to 4°C
Alkalinity Carbonate as CaCO <sub>3</sub>	A2320 B	14 days	Cool to 4°C
Alkalinity Hydroxide as OH	A2320 B	14 days	Cool to 4°C
Alkalinity, Total	A2320 B	14 days	Cool to 4°C
Ammonia (undistilled) as N	A4500-NH3 G	28 days	Cool to 4°C - H2SO4 to pH<2
Chloride as Cl	E300.0	28 days	Cool to 4°C
Sulfate as SO <sub>4</sub>	E300.0	28 days	Cool to 4°C
Sulfide as S	E300.0	7 days	Zinc acetate; NaOH to pH>9
Arsenic as As (Dissolved)	SW6020	28 days	Cool to 4°C
Barium as Ba (Dissolved)	SW6020	28 days	Cool to 4°C
Boron as B (Dissolved)		28 days	Cool to 4°C
Bromide as Br	E300.0	28 days	Cool to 4°C
Fluoride	A4500-F C	28 days	Cool to 4°C
Cadmium as Cd (Dissolved)	SW6020	28 days	Cool to 4°C
Calcium as Ca (Dissolved)	SW6010B	28 days	Cool to 4°C
Chromium as Cr (Dissolved)	SW6020	24 hours	Cool to 4°C
Copper as Cu (Dissolved)	SW6020	28 days	Cool to 4°C
Iron, Dissolved	SW6010B	28 days	Cool to 4°C
Lead as Pb (Dissolved)	SW6020	28 days	Cool to 4°C
Magnesium as Mg (Dissolved)	SW6010B	28 days	Cool to 4°C
Manganese as Mn (Dissolved)	SW6020	28 days	Cool to 4°C
Nitrite as N	E300.0	28 days	Cool to 4°C; H2SO4 to pH<2
Nitrate as N	E300.0	48 hours	Cool to 4°C; H2SO4 to pH<2
Nitrate + Nitrite as N	E300.0	28 days	Cool to 4°C; H2SO4 to pH<2
Potassium as K (Dissolved)	SW6010B	28 days	Cool to 4°C
Selenium as Se (Dissolved)	SW6020	28 days	Cool to 4°C
Silver as Ag (Dissolved)	SW6020	28 days	Cool to 4°C
Sodium as Na (Dissolved)	SW6010B	28 days	Cool to 4°C
Total Dissolved Solids	A2540 C	7 days	Cool to 4°C
Cation-Anion Balance	Calculation	NA	NA
Dissolved Methane	SW8015M	48 hours	Cool to 4°C, HCl
BTEX	SW8021B	14 days	Cool to 4°C, HCl

Analyte	Method	Holding Times	Preservative
Alkalinity Bicarbonate as HCO <sub>3</sub>	A2320 B	14 days	Cool to 4°C
Bacteria Slime Forming*	SLYM-BART	6 hours	Cool to 4°C; 0.008% Sodium Thiosulfate
Bacteria Iron Related*	IRB-BART	6 hours	Cool to 4°C; 0.008% Sodium Thiosulfate
Bacteria Sulfate Reducing*	SRB-BART	6 hours	Cool to 4°C; 0.008% Sodium Thiosulfate
pH	A4500-H B	Immediately (15 minutes)	Cool to 4°C
Conductivity	A2510 B	28 days	Cool to 4°C

\* - Wells only, no bacteria analyses for spring samples

**Exhibit "D"**  
**Attached to that certain Master Surface Use Agreement**  
**dated Aug. 20, 2007 between**  
**Joan L. Savage, Surface Owner,**  
**and Williams Production RMT Company, Operator**

**FORM OF MEMORANDUM OF MASTER SURFACE USE AGREEMENT**

**MEMORANDUM OF MASTER SURFACE USE AGREEMENT**

This Memorandum of Master Surface Use Agreement ("MSUA") dated \_\_\_\_\_, 2007 is executed by Joan L. Savage ("**Surface Owner**"), 5953 County Road 320, Rifle, Colorado, and Williams Production RMT Company ("**Operator**"), 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, CO 80202. Operator and Surface Owner may be referred to jointly as the "**Parties.**"

By Master Surface Use Agreement between the Parties dated \_\_\_\_\_, 2007, the Parties set forth the agreement of the Parties with regard to Operator's use of the surface of the following described lands, insofar as such lands are owned by Joan L. Savage:

Township 6 South, Range 94 West, 6<sup>th</sup> P.M.  
Section 23  
Sections 25, 26, 27, 28, 29  
Sections 32, 33, 34, 35

Township 7 South, Range 94 West, 6<sup>th</sup> P.M.  
Sections 7, 8, 9

Township 7 South, Range 95 West, 6<sup>th</sup> P.M.  
Sections 4, 9

and referred to as the property (**the "Property"**), including, but not limited to, the location of wellpads, construction and operation of roads and pipelines ("**Surface Uses**") on the Property. The MSUA provided for, and Surface Owner hereby grants to Operator, easements and rights-of-way for the Surface Uses, subject to the terms, conditions, limitations and other provisions of the MSUA.

Executed copies of the MSUA are in the possession of Surface Owner and Operator.

