

**SELF-CERTIFICATION STATEMENT  
FROM LESSEE/OPERATOR**

**SURFACE OWNER IDENTIFICATION**

Federal or Indian Lease No. \_\_\_\_\_

I hereby certify to the Authorized Officer of the Bureau of Land Management that I have reached one of the following agreements with the Surface Owner; or after failure of my good-faith effort to come to an agreement of any kind with the Surface Owner, have provided a bond and will provide evidence of service of such bond to the Surface Owner:

- 1)   X   I have a signed access agreement to enter the leased lands;
- 2) \_\_\_\_\_ I have a signed waiver from the surface owner;
- 3)   X   I have entered into an agreement regarding compensation to the surface owner for damages for loss of crops and tangible improvements.
- 4) \_\_\_\_\_ Because I have been unable to reach either 1), 2), or 3) with the surface owner, I have obtained a bond to cover loss of crops and damages to tangible improvements and served the surface owner with a copy of the bond.

Surface owner information: (if available after diligent effort)

Surface Owner Name: Chevron U.S.A. Inc., c/o ChevronTexaco Shale Oil Co.

Surface Owner Address: 11111 S. Wilcrest Dr. Houston, TX 77099

Surface Owner Phone Number: 281-561-4914

Signed this 6<sup>th</sup> day of JANUARY, 2004

  
Presco, Inc.

I (Surface Owner) accept \_\_\_\_\_ do not accept \_\_\_\_\_ the lessee or operator's Surface Owner Agreement under 1, 2, or 3 above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Signature of Surface Owner if an agreement has been reached)



648813 03/24/2004 02:02P B1571 P178 M ALSDORF  
1 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

LIS 690799

### ROAD EASEMENT

THE STATE OF COLORADO §  
COUNTY OF GARFIELD §

KNOW ALL MEN BY THESE PRESENTS,

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Chevron U.S.A. Inc., a Pennsylvania corporation, whose mailing address is 11111 S. Wilcrest Dr. Houston, TX 77099, hereinafter referred to as "Grantor", the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants unto Presco, Inc., a Delaware corporation, whose mailing address is 1717 Woodstead Ct. Ste. 207 The Woodlands, Texas 77380, its successors and assigns, hereinafter referred to as "Grantee", a nonexclusive road easement, "Easement", thirty (30) feet in width, to build, construct, use, maintain, operate, protect, and repair a road on, over, in, across and through the NW/4 of Section 34 T7S, R95W, Garfield County, Colorado, as more particularly described in Exhibit "A", attached to this Easement.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns, so long as such roadway is utilized and maintained by or for Grantee. Grantee shall have the right of ingress to and egress from said Easement for the purposes aforesaid and Grantor shall have the right to fully use and enjoy the above described premises, including said Easement.

#### 1. OPERATIONS.

A. Grantee agrees to maintain and operate the Easement herein granted in such a manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment, including ranching and or cultivation of the adjoining property owned by Grantor.

B. Grantee shall construct, install, and maintain suitable locked gates at the entrance to Grantor's property, being the point of beginning of this Easement at the place where the road enters onto Grantor's property in Section 34. Grantor shall instruct its agents, contractors, and employees to keep the gate closed at all times and shall place a suitable lock on such gate to prevent unauthorized traffic on said Easement.

C. Grantee agrees to pay Grantor for reasonable actual damages to crops, timber, fences, and improvements on said premises which may be suffered by Grantor from the exercise of the rights herein granted.

D. Grantee agrees to replace or rebuild, to the satisfaction of Grantor, any and all parts of any road or any drainage or irrigation system or other improvement that may be damaged in connection with Grantee's activities conducted pursuant to this Easement. Upon completion of any construction, replacement, substitution, relocation, or removal activities permitted hereunder,

173  
3411  
66



Grantee shall grade all roads on this Easement and shall keep such roads in good condition at all times.

## 2. USE OF EASEMENT AREA.

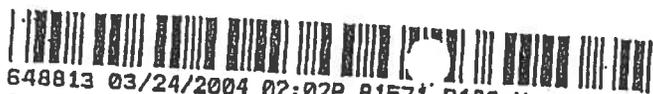
A. All activities permitted under this Easement shall be performed and conducted in a careful, safe, and workmanlike manner, and in such manner as will not interfere with Grantor's and Grantor's lessees', licensees', and permittees' exploration, mining, oil shale, oil and gas, farming, ranching, land development and/or other operations on other lands in the vicinity of the Easement area. Prior to exercising any rights granted hereunder, Grantee shall give written notice to all persons holding any rights, licenses, permits, easements or leases of Grantee's planned construction activities to use the surface of the Easement area and lands used for access thereto.

B. All activities permitted pursuant to this Easement shall be performed by or under the direction of Grantee, and Grantee shall not permit, unless otherwise authorized by Grantor, public easements, public facilities, or public roads over or under the Easement area.

C. Notwithstanding that Grantee may have obtained Grantor's approval under this Agreement to make various uses of the Easement area, Grantee's operations shall be subordinate to Grantor's right to conduct shale oil operations on the Easement area at any time in the future. If Grantor determines in its reasonable discretion that Grantee's operations will interfere with Grantor's shale oil operations, Grantee agrees to change, cease or relocate its operations in order to eliminate the interference. Costs incurred prior to January 1, 2018 in connection with the relocation of Grantee's road and other related facilities in order to eliminate interference shall be borne by Grantor. Effective January 1, 2018 and thereafter, Grantee agrees to change, cease or relocate its road and operations at its sole risk and cost, in order to eliminate an interference and Grantor shall have no obligation to compensate Grantee for the cost of such changes or relocation resulting from such elimination of interference.

## 3. INDEMNIFICATION.

Grantee agrees to protect, indemnify and hold Grantor and all of Grantor's affiliated and parent and subsidiary companies, joint venturers and partners, and all of the aforesaid entities' officers, directors, shareholders, employees, agents, invitees and insurers ("Indemnitees") harmless, from and against any and all liability, loss, damage, injury, costs (including attorney fees), expenses, fines, claims, demands and causes of action arising out of, or in any way connected with Grantee's activities or operations under this Easement, for injury to or illness or death of any person (including but not limited to an Indemnatee or an employee or agent of Grantee or Grantee's contractors or subcontractors or any third party) or for loss of or damage to property (including but not limited to property of Indemnitees, Grantee, Grantee's contractors or subcontractors or any third party) or for violation of any federal, state or local laws, rules, regulations, and orders including but not limited to CERCLA and RCRA. SUCH INDEMNITY SHALL APPLY EVEN IN THE EVENT OF AN INDEMNITEE'S OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE, COMPARATIVE, CONTRIBUTORY, CONCURRENT, ACTIVE, OR PASSIVE, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE



648813 03/24/2004 02:02P B1571 P180 M ALSDORF  
3 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

**OR MORE OF THE INDEMNITEES.** This indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law.

**4. GRANTEE INSURANCE REQUIREMENT.**

Without in any way limiting Grantee's liability under this Easement, Grantee shall maintain, during the term of this Agreement, the following insurance with companies and on terms satisfactory to Grantor:

A. . . Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law. The limit of liability for Employers' Liability Insurance shall not be less than \$1,000,000 per occurrence.

B. Comprehensive or Commercial General Liability Insurance (Bodily Injury and Property Damage), including the following supplementary coverages: Contractual Liability to cover liability assumed by Grantee under this Easement; Product and Completed Operations Liability Insurance; Broad Form Property Damage Liability Insurance; and coverage for Explosion. The limit of liability for such insurance shall not be less than \$1,000,000 per occurrence.

C. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Easement. The limits of liability of such insurance shall not be less than \$1,000,000 per person/ \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

The insurance specified in this Section 4 shall contain a waiver of subrogation against Grantor, and shall name Grantor as an additional insured with respect to the activities performed pursuant to this Agreement. In addition, said insurance shall include a requirement that the insurer provide Grantor with 30-days' written notice prior to the effective date of any cancellation or material change of the insurance.

**PRIOR TO EXECUTION OF THIS EASEMENT, GRANTEE WILL FURNISH GRANTOR WITH COPIES OF THE INSURANCE POLICIES PROVIDING THE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN.**

**5. NOTICES.**

Any notice required or permitted under this Easement shall be given in writing. The notice shall be served either by certified mail or by fax, directed to the address set forth below or such substitute address or addressees as provided to the parties to this Easement.

Grantor: Chevron U.S.A. Inc.  
c/o ChevronTexaco Shale Oil Company  
Manager, Oil Shale Development  
11111 S. Wilcrest Dr.  
Houston, Texas 77099



Grantee: Presco, Inc.  
1717 Woodstead Ct. Ste. 207  
The Woodlands, Texas 77380

**6. TERMINATION.**

A. Grantee may terminate this Easement at any time by written notice to Grantor. Upon such termination, all rights of Grantee in, upon, and under the Easement area shall cease, subject to the provisions below concerning removal of Grantee's facilities from the Easement area. In the event of any default by Grantee in its obligations hereunder, Grantor may deliver to Grantee written notice specifying the default. If the default remains uncorrected for a period of thirty days after receipt of the notice, Grantor may terminate this Easement upon written notice to Grantee.

B. At the complete discretion of Grantor, any structures, or improvements of any kind which Grantee may have placed thereon shall remain with the land and Grantee shall not be permitted to remove same, unless instructed to do so by Grantor. If Grantor instructs Grantee to remove such structures or improvements, all costs, risks and expenses of removal shall be borne by Grantee.

C. Upon termination of the rights herein given, Grantee, upon request by Grantor, shall execute and deliver to Grantor, within thirty (30) days after written demand therefore, a good and sufficient quit claim deed to all interest of Grantee so terminated. Should Grantee fail or refuse to deliver to Grantor such quit claim deed, or if Grantor after a good faith effort to locate Grantee is unable to locate Grantee, then a written notice by Grantor duly recorded, reciting the failure or refusal of Grantee to execute and deliver said quit claim deed, or inability to locate Grantee, as herein provided, shall after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination of the interest granted hereunder or a portion thereof.

This Easement is granted subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Easement area. Grantor makes no warranties or representations concerning title to said Easement.

Grantee accepts the lands in its present condition as of the date of this Easement.

This Easement and any of the rights provided for herein may not be assigned by Grantee or otherwise transferred without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed and made effective this 26<sup>th</sup> day of August, 2003.

JTS



648813 03/24/2004 02:02P B1571 P182 M ALSDORF  
5 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

Grantee: PRESCO, INC.

Grantor: CHEVRON U.S.A. INC

By: Kim Bennett  
UP. E&P.

By: [Signature]  
Attorney in Fact

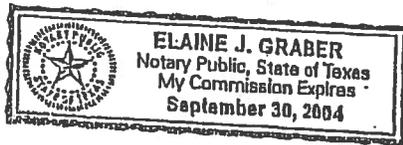
STATE OF TEXAS )  
COUNTY OF HARRIS )

On this the 29<sup>th</sup> day of August, 2003, before me personally appeared O.F. Baldwin II to me, known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Attorney-in-Fact of Chevron U.S.A. Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal this the 29<sup>th</sup> day of August, 2003.

My Commission expires: 9-30-04

Elaine J. Graber  
Notary Public



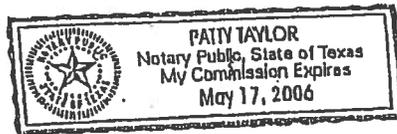
STATE OF TEXAS )  
COUNTY OF MONTGOMERY )

On this the 26<sup>th</sup> day of August, 2003, before me personally appeared Kim Bennetts to me, known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as V.D. - E&P of Presco, Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal this the 26<sup>th</sup> day of August, 2003.

My Commission expires: 5/17/04

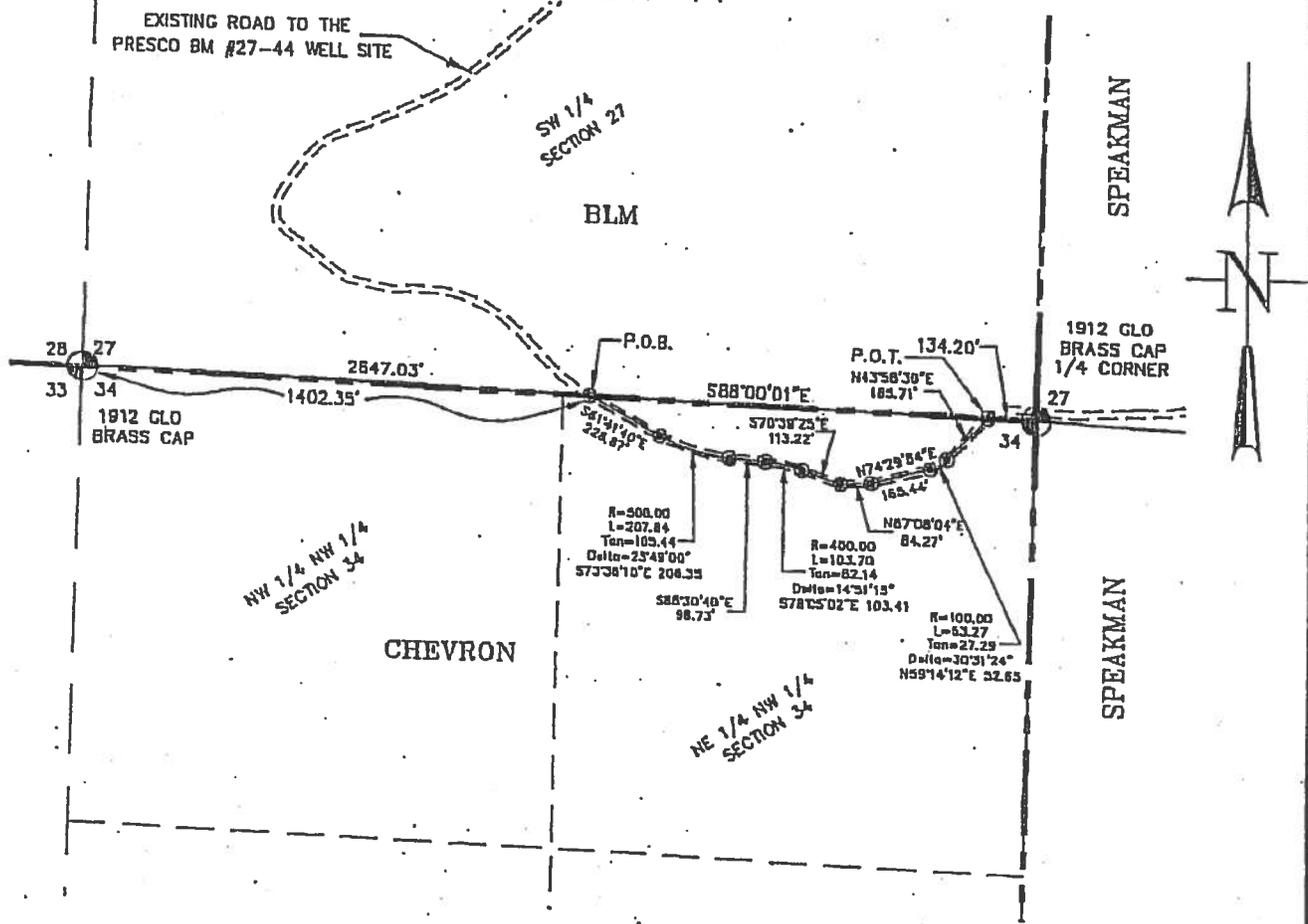
Patty Taylor



775

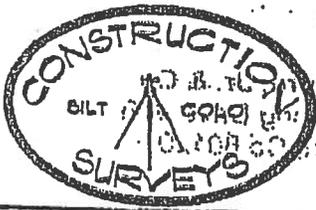
648813 03/24/2004 02:02P B1571 P163 M ALSDORF  
6 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

**EXHIBIT "A"**



**LEGAL DESCRIPTION**

An existing road situate in the NE 1/4 NW 1/4 of Section 34, Township 7 South, Range 95 West of the 6th Principal Meridian, County of Garfield, State of Colorado, the centerline of said road being more particularly described as follows:  
Commencing at a found 1912 GLO Brass Cap in place for the northwest corner of said Section 34, thence S 88°00'01" E along the north line of the NW 1/4 of said Section 34 a distance of 1402.35 to a point on the centerline of said existing road and point of beginning; thence along the centerline of said existing road the following 9 courses; thence S 61°41'40" E a distance of 228.87 feet; thence 207.84 feet along the arc of a curve to the left, having a radius of 500.00 feet, a delta angle of 23°49'00" and a long chord which bears S 73°36'10" E a distance of 206.35 feet; thence S 85°30'40" E a distance of 98.73 feet; thence 103.70 feet along the arc of a curve to the right having a radius of 400.00 feet, a delta angle of 14°31'15" and a long chord which bears S 78°05'02" E a distance of 103.41 feet; thence S 70°39'25" E a distance of 113.22 feet; thence N 87°08'04" E a distance of 84.27 feet; thence N 74°29'54" E a distance of 165.44 feet; thence 53.27 along the arc of a curve to the left, having a radius of 100.00 feet, a delta angle of 30°31'24" and a long chord which bears N 59°14'12" E a distance of 52.65 feet; thence N 43°58'30" E a distance of 185.71 feet to a point on the north line of the NE 1/4 NW 1/4 of said Section 34 and point of termination, whence a found 1912 GLO Brass Cap in place for the north 1/4 corner bears S 88°00'01" E a distance of 134.20 feet.



CONSTRUCTION SURVEYS, INC.  
0012 SUNRISE BLVD.  
BILT, CO 81652  
970-876-5753

PRESKO, INC. BM #27-44  
ROAD ASBUILT THRU  
CHEVRON PROPERTY

|                  |                                 |
|------------------|---------------------------------|
| DATE: 01-08-04   | DWG: PRESKO/BM27-44(RD_ASBUILT) |
| SCALE: 1" = 500' | SHEET: 1 OF 1                   |

**SELF-CERTIFICATION STATEMENT  
FROM LESSEE/OPERATOR**

**SURFACE OWNER IDENTIFICATION**

Federal or Indian Lease No. \_\_\_\_\_

I hereby certify to the Authorized Officer of the Bureau of Land Management that I have reached one of the following agreements with the Surface Owner; or after failure of my good-faith effort to come to an agreement of any kind with the Surface Owner, have provided a bond and will provide evidence of service of such bond to the Surface Owner:

- 1)   X   I have a signed access agreement to enter the leased lands;
- 2) \_\_\_\_\_ I have a signed waiver from the surface owner;
- 3)   X   I have entered into an agreement regarding compensation to the surface owner for damages for loss of crops and tangible improvements.
- 4) \_\_\_\_\_ Because I have been unable to reach either 1), 2), or 3) with the surface owner, I have obtained a bond to cover loss of crops and damages to tangible improvements and served the surface owner with a copy of the bond.

Surface owner information: (if available after diligent effort)

Surface Owner Name: Steamers Ranch LLC

Surface Owner Address: 331 Blackhawk Trail Parachute, CO 81635

Surface Owner Phone Number: 970-618-4363

Signed this 6<sup>th</sup> day of JANUARY, 2005.

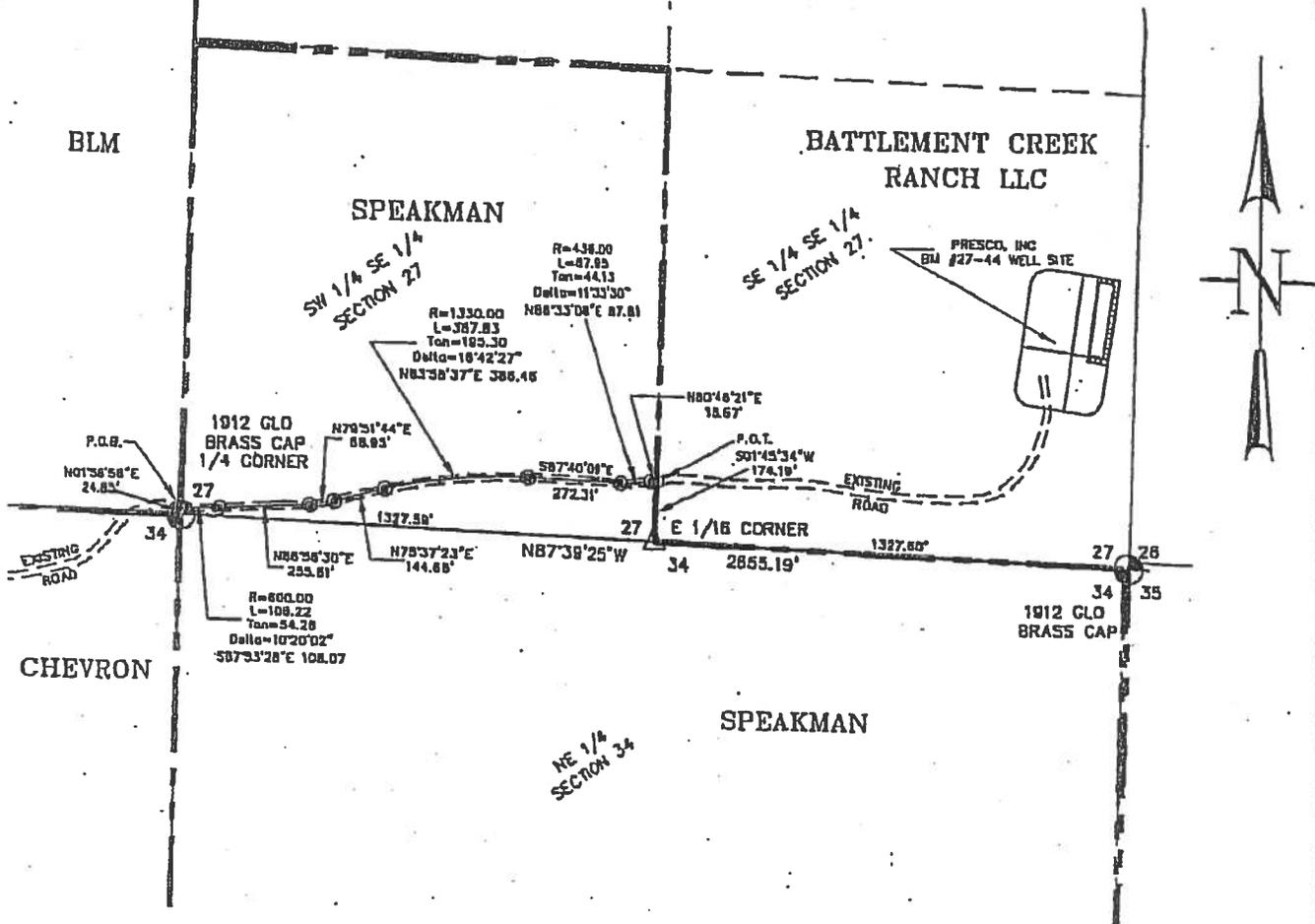
[Signature]  
Presco, Inc.

I (Surface Owner) accept \_\_\_\_\_ do not accept \_\_\_\_\_ the lessee or operator's Surface Owner Agreement under 1, 2, or 3 above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Signature of Surface Owner if an agreement has been reached)

EXHIBIT "A"



LEGAL DESCRIPTION

An existing road situate in the SW 1/4 SE 1/4 of Section 27, Township 7 South, Range 95 West of the 6th Principal Meridian, County of Garfield, State of Colorado, the centerline of said road being more particularly described as follows:

Commencing at a found 1912 GLO Brass Cap in place for the S 1/4 corner of said Section 27, thence N 01°56'56" E along the west line of the SW 1/4 SE 1/4 of said Section 27 a distance of 24.85 feet to a point on the centerline of said existing road and point of beginning; thence along the centerline of said existing road the following 8 courses; thence 108.22 feet along the arc of a curve concave to the north, having a radius of 600.00 feet, a delta angle of 10°20'02" and a long chord which bears S 87°53'28" E a distance of 108.07 feet; thence N 85°56'30" E a distance of 255.81 feet; thence N 75°51'44" E a distance of 68.95 feet; thence N 75°37'23" E a distance of 144.68 feet; thence 387.83 feet along the arc of a curve to the right having a radius of 1330.00 feet, a delta angle of 16°42'27" and a long chord which bears N 83°58'37" E a distance of 386.46 feet; thence S 87°40'09" E a distance of 272.31 feet; thence 87.95 feet along the arc of a curve to the left having a radius of 435.00 feet, a delta angle of 11°33'30" and a long chord which bears N 86°33'06" E a distance of 87.81 feet; thence N 80°46'21" E a distance of 15.67 feet to a point on the east line of the SW 1/4 SE 1/4 of said Section 27 and point of termination, whence the E 1/16 corner on the south line of said Section 27 bears S 01°45'34" W a distance of 174.19 feet.



CONSTRUCTION SURVEYS, INC.  
 0012 SUNRISE BLVD.  
 SILT, CO 81652  
 970-876-5753

PRESCO, INC. BM #27-44  
 ROAD ASBUILT THRU  
 SPEAKMAN PROPERTY

|                  |                                 |
|------------------|---------------------------------|
| DATE: 01-08-04   | DWG: PRESCO/BM27-44(RD_ASBUILT) |
| SCALE: 1" = 500' | SHEET: 1 OF 1                   |

# ROAD EASEMENT AND RIGHT OF WAY

STATE OF COLORADO

COUNTY OF GARFIELD

KNOW ALL THESE MEN BY THESE PRESENTS: That for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, paid to Steamers Ranch LLC a Colorado limited liability corporation whose mailing address is 331 Blackhawk Trail Parachute, CO 81635, hereinafter referred to as "Grantor" (whether one or more), hereby grants and conveys to PRESCO, INC., a Delaware Corporation, whose address is 1717 Woodstead Court, Suite 207, The Woodlands, Texas 77380, its successors and assigns, hereinafter referred to as "Grantee", a right of way and easement thirty (30) feet in width, hereinafter referred to as the "Easement" for the purpose of constructing, upgrading, maintaining, and using a road over and across the following described lands, hereinafter referred to as the "Lands", in Garfield County, Colorado, to-wit:

TOWNSHIP 7 SOUTH, RANGE 95 WEST, 6<sup>th</sup> P.M.

Section 27: Southwest Quarter of the Southeast Quarter (SW/4 SE/4)  
(more particularly described on Exhibit "A" attached hereto)

together with right of ingress and egress for all purposes incident to this grant, for accessing Grantee's location(s) to drill, rework, operate, produce and other associate operations of its proposed oil and gas wells located on adjacent and surrounding tracts to the Lands, limited, however to the use of the roadway as specifically depicted on said Exhibit "A". The Grantee shall also have the right to use the easement for the purpose of laying, constructing, maintaining, operating repairing, altering, replacing, and removing pipelines, wires, cables and appurtenant facilities for the transportation of oil, gas, or other hydrocarbons so long as such pipelines, wires, cables and appurtenant facilities are buried under the surface of the roadway of said Easement.

All activities permitted under this Easement shall be performed and conducted in a careful, safe, and workmanlike manner, and in such manner as will not interfere with Grantor's and Grantor's lessees', licensees', and permittees' farming, ranching, land development recreation and/or other operations on other lands in the vicinity of the Easement area.

All activities permitted pursuant to this Easement shall be performed by or under the direction of Grantee, and Grantee shall not permit, unless otherwise authorized by Grantor, public easements, public facilities, or public roads over or under the Easement area.

Grantee shall not permit any hunting or fishing on said Easement or Grantor's lands and shall prevent Grantee's employees, licensees, contractors and invitees from hunting or fishing on said lands.

Grantor retains the right of full use and enjoyment of said Lands and the use of the road constructed by Grantee, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder.

Grantee agrees to pay Grantor for reasonable actual damages to crops, timber, fences, and improvements on said premises, which may be suffered by Grantor from the exercise of the rights herein granted. Grantee agrees to use its best efforts to construct the road in a manner to allow for drainage and water runoff in accordance with the natural terrain as it exists prior to construction of the road. Grantee shall use its best efforts to control erosion through the reseeding of natural grasses covering areas where vegetation has been removed. Grantee shall construct a gate at the entrance to Grantor's property suitable to prevent unauthorized traffic and agrees to keep the gate locked at all times while Grantee is not using the Easement for its operations.

Grantee agrees to protect, indemnify and hold Grantor and all of Grantor's affiliated and parent and subsidiary companies, joint venturers and partners, and all of the aforesaid entities' officers, directors, shareholders, employees, agents, invitees and insurers ("Indemnitees") harmless, from and against any and all liability, loss, damage, injury, costs (including attorney fees), expenses, fines, claims, demands and causes of action arising out of, or in any way connected with Grantee's activities or operations under this Easement, for injury to or illness or death of any person (including but not limited to an Indemnitee or an employee or agent of Grantee or Grantee's contractors or subcontractors or any third party) or for loss of or damage to property (including but not limited to property of Indemnitees, Grantee, Grantee's contractors or subcontractors or any third party) or for violation of any federal, state or local laws, rules, regulations, and orders including but not limited to CERCLA and RCRA. This indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law.

In the event of any default by Grantee in its obligations hereunder, Grantor may deliver to Grantee written notice specifying the default. If the default remains uncorrected for a period of thirty days after receipt of the notice, Grantor may terminate this Easement upon written notice to Grantee. At the complete discretion of Grantor, any structures, or improvements of any kind which Grantee may have placed thereon shall remain with the land and Grantee shall not be permitted to remove same, unless instructed to do so by Grantor. If Grantor instructs Grantee to remove such structures or improvements, all costs, risks and expenses of removal shall be borne by Grantee.

Upon termination of the rights herein given, Grantee, upon request by Grantor, shall execute and deliver to Grantor, within thirty (30) days after written demand therefore, a good and sufficient quit claim deed to all interest of Grantee so terminated. Should Grantee fail or refuse to deliver to Grantor such quit claim deed, or if Grantor after a good faith effort to locate Grantee is unable to locate Grantee, then a written notice by Grantor duly recorded, reciting the failure or refusal of Grantee to execute and deliver said quit claim deed, or inability to locate Grantee, as herein provided, shall after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination of the interest granted hereunder or a portion thereof.

This Easement is granted subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Easement area. Grantor makes no warranties or representations concerning title to said Easement.

Grantee accepts the lands in its present condition as of the date of this Easement.

Grantor acknowledges that this Easement contains all of the agreements between Grantor and Grantee and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Easement.

This Easement is signed by Grantor as of the date of the acknowledgment below, and is effective for all purposes as of the date of said acknowledgment.

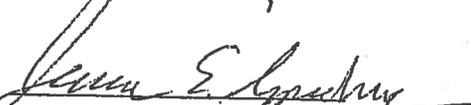
This Easement and any of the rights provided for herein may not be assigned by Grantee or otherwise transferred without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed and made effective this 2nd day of October, 2003.

Grantee: PRESCO, Inc

By: 

Grantor: Steamers Ranch, LLC

By: 

STATE OF COLORADO )

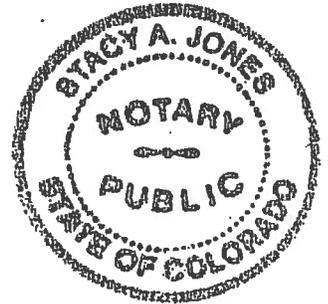
COUNTY OF GARFIELD )

On this the 23<sup>rd</sup> day of September, 2003, before me personally appeared Eugene Speakman to me, known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as a Manager of Steamers Ranch LLC and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal this the 23<sup>rd</sup> day of September, 2003.

My Commission expires: 4/30/2006

*Stacy A Jones*



STATE OF Texas )

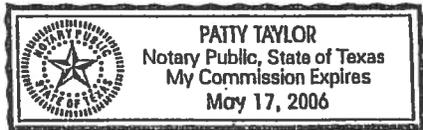
COUNTY OF Montgomery )

On this the 2<sup>nd</sup> day of October, 2003, before me personally appeared David R. Wheeler to me, known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Exec. Vice President of Procco, Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal this the 2<sup>nd</sup> day of October, 2003.

My Commission expires: 5/17/06

*Patty Taylor*



09/21/04 08:16 FAX 281 364 4928

PRESCO

003

### SELF-CERTIFICATION STATEMENT FROM LESSEE/OPERATOR

### SURFACE OWNER IDENTIFICATION

Federal or Indian Lease No. \_\_\_\_\_

I hereby certify to the Authorized Officer of the Bureau of Land Management that I have reached one of the following agreements with the Surface Owner; or after failure of my good-faith effort to come to an agreement of any kind with the Surface Owner, have provided a bond and will provide evidence of service of such bond to the Surface Owner:

- 1)   X   I have a signed access agreement to enter the leased lands;
- 2) \_\_\_\_\_ I have a signed waiver from the surface owner;
- 3)   X   I have entered into an agreement regarding compensation to the surface owner for damages for loss of crops and tangible improvements.
- 4) \_\_\_\_\_ Because I have been unable to reach either 1), 2), or 3) with the surface owner, I have obtained a bond to cover loss of crops and damages to tangible improvements and served the surface owner with a copy of the bond.

Surface owner information: (if available after diligent effort)

Surface Owner Name: Presco, Inc.

Surface Owner Address: 10200 Grogan's Mill Road, Suite 520,  
The Woodlands, TX 77380

Surface Owner Phone Number: 281-292-7792

Signed this 6<sup>th</sup> day of January, 2005.

*David Clarke*  
Presco, Inc.

I (Surface Owner) accept \_\_\_\_\_ do not accept \_\_\_\_\_ the lessee or operator's Surface Owner Agreement under 1, 2, or 3 above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200  .

\_\_\_\_\_  
(Signature of Surface Owner if an agreement has been reached)

~~WAIVER AND~~ REQUEST FOR CONSULTATION FORM

RE: Surface lands owned by Steamers Ranch, LLC.  
c/o Mr. Eugene Speakman  
331 Blackhawk Trail,  
Parachute, CO 81635

Access Road to Presco's Chevron 34-43 Well Pad.

This form is provided in accordance with the Colorado Oil and Gas Conservation Commission for Notices of Oil and Gas Operations, Rule 305.

- Operations for the drilling of Presco's Chevron 34-43 well are estimated to commence on or before September 1, 2005.
- The designated Operator is Presco, Inc., whose address is 10200 Grogan's Mill Road, Suite 520, The Woodlands, Texas 77380. You may contact John J. Goodwin at (281) 292-7792 if you have questions regarding this notice.
- The legal description of the surface lands owned by Steamers Ranch, LLC upon which operations will be conducted in constructing an access road to the 34-43 well pad is Section 34: SE/4 SE/4 and E/2 NE/4 SE/4, Township 7 South - Range 95 West, Garfield County, CO.

Please indicate your election below:

- The undersigned does hereby waive / does not waive (circle one) the 30-day notice period for construction of the access road to drill site pad.
- In the event the undersigned does not waive the 30-day notice period and requests an on-site consultation, please provide the following information relative to a consultation meeting:
  - Preferred date, time and location of meeting: Aug. 5, 2005; 1:30 p.m.; At or Near site (TBO)
  - Telephone number: 719-593-2121 . Contact: Self  Representative / Attorney
  - Printed name of Representative if so elected: JASON KANE or Richard RANSON  
Attys. for Steamers Ranch LLC

Please sign this letter in the space provided below and return one (1) copy to the undersigned. If you have any questions or would like to discuss this matter, please feel free to contact the above-referenced contact.

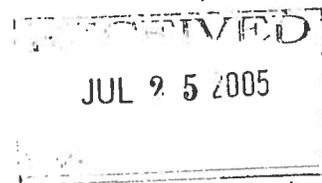
Steamers Ranch, LLC

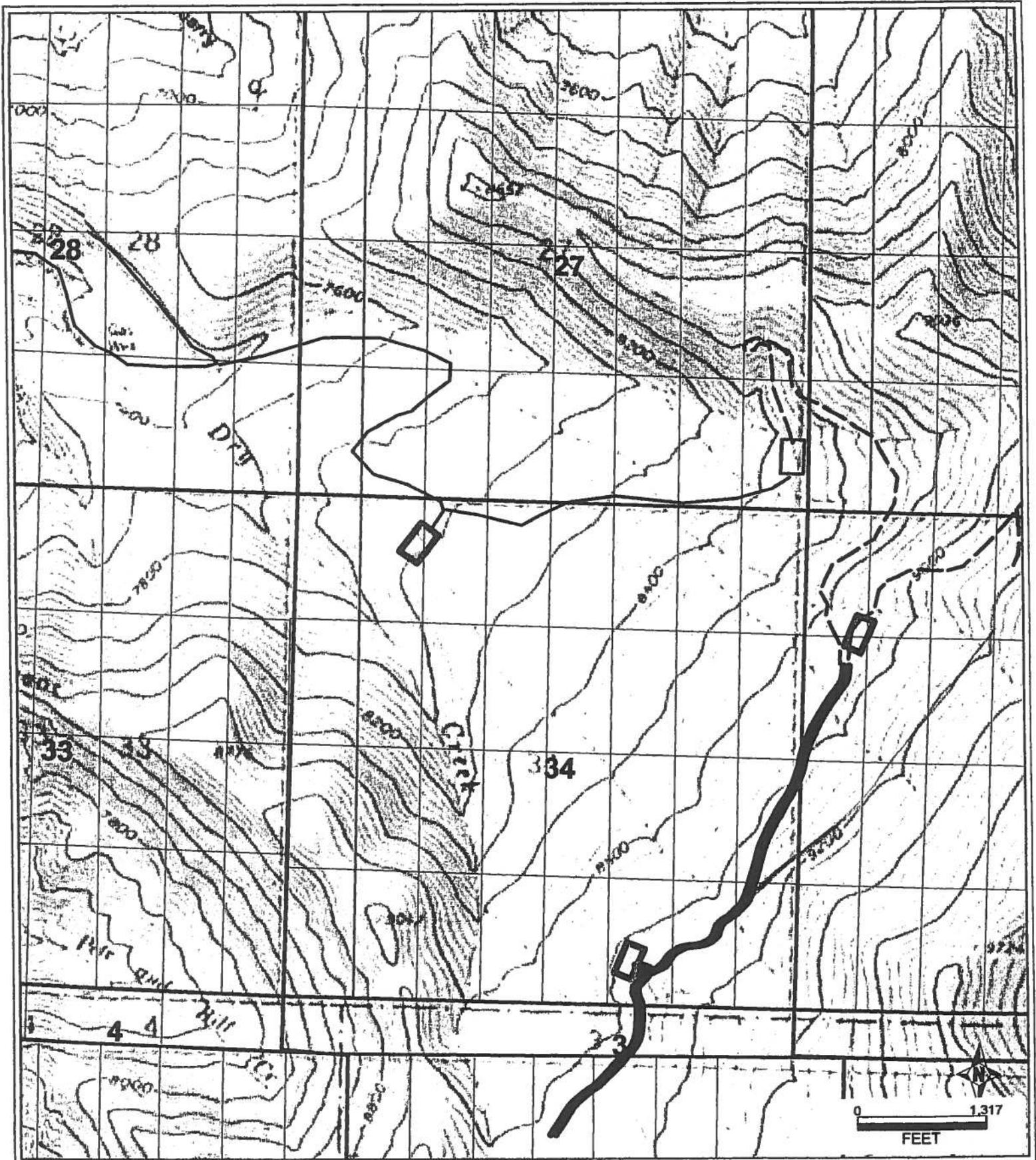
By: [Signature] #33660  
Signature

7/18/05  
Date

Printed Name: JASON KANE  
Atty for Steamers Ranch LLC

*Ranson & Kane, P.C.*  
*Attorneys & Counselors at Law*  
*3475 Briargate Boulevard, Suite 201*  
*Colorado Springs, CO 80920*





PETRA 46/2006 10:00:52 AM

ORIGINAL PROPOSED ROAD

(TR) 115 DE

