



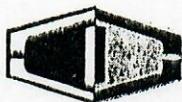
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### CERTIFICATE OF MAILING

I hereby certify that a copy of the attached "Notification to drill" for the Vessels Minerals 30-5, 30-11, 30-13 wells was placed in the U.S. Mail, postage prepaid, to the following landowner(s) this Saturday, January 13, 1996.

Jack D. Feuer, Trustee  
8400 East Prentice Ave., Suite 600  
Englewood, CO 80111

Ron Olsen



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## VESSELS OIL & GAS COMPANY

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January 13, 1996

Jack D. Feuer, Trustee  
8400 East Prentice Ave., Suite 600  
Englewood, CO 80111

Re: Drilling of Vessels Minerals 30-5, 30-11, & 30-13 Wells  
Township 1 North, Range 68 West  
Section 30: SW/4NW/4, NE/4SW/4, NW/4SW/4  
Weld County, Colorado

Dear Mr. Feuer:

Pursuant to Rule 1002.a (Wattenberg Special Area Rules) of the regulations of the Oil and Gas Conservation Commission of the State of Colorado, Vessels Oil & Gas Company would like to commence dirtwork for the drilling of the captioned wells on or before April 28, 1996 pursuant to its leasehold interest in the NW/4 and SW/4 of Section 30, Township 1 North, Range 68 West. These locations will be staked on the lands described above at locations within the area allowed for legal drilling sites as determined by the rules of the State of Colorado Oil and Gas Commission, as shown on the attached maps.

In order to minimize the amount of future reclamation and present disturbance to your use of the surface, we would like the opportunity to meet with you or your representative at the site to discuss the placement of the road, pipeline and drillsite so as to minimize the amount of land used and best complement your present and proposed use of the surface.

Also enclosed is a plat illustrating the area under applicable Commission rules or orders within which the proposed well may be located and the proposed location of the well. The final determination of the location and dimensions of the drillsite, the production facility, flowline, access road and other areas to be used in the operation will be provided at a later date and will be the subject of the consultation process referred to above. I will be representing Vessels Oil & Gas Company, the operator of the well, and any correspondence or contact with us prior to drilling the well may be made with me at 303-893-1000 or 1600 Stout Street, Suite 1200, Denver, Colorado 80202.

Please respond as soon as possible by returning the enclosed postcard indicating your desire to waive or to proceed with the consultation meeting I have described. Thank you.

Best Regards,

Ron Olsen

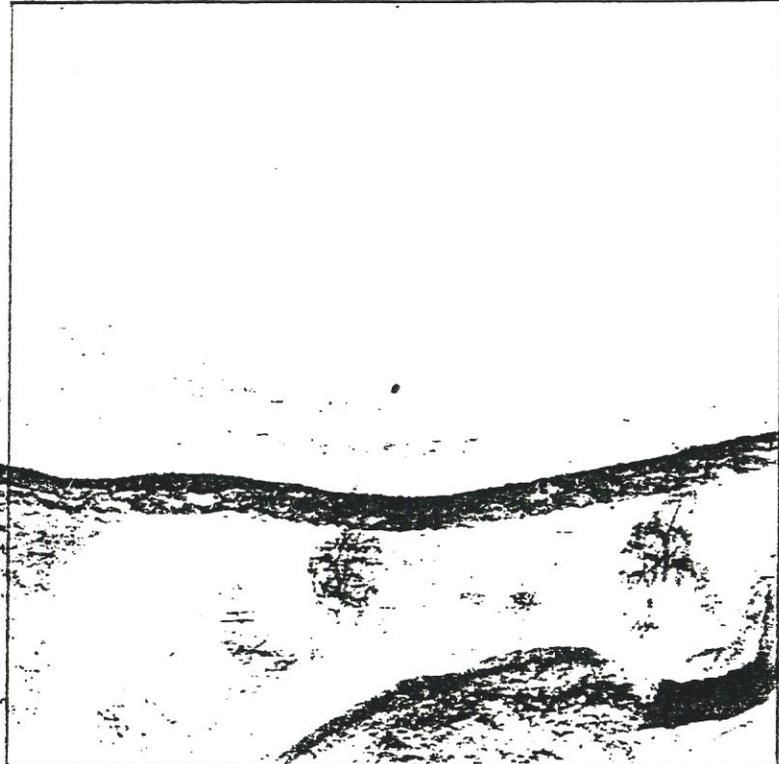
cc: Weld County Commissioners

Please reviewed the attached document at your earliest possible convenience, confirm that your name and address are properly set out. Please make note of any questions or concerns you may have. At our next scheduled meeting, I will be more than willing to discuss the Surface Use Agreement with you.

Your cooperation with this phase of Vessels drilling program is greatly appreciated. If you have any questions or concerns, please call me at 303-893-1000.

Ron H. Olsen  
Agent

24



30-11

Balance of Acres  
on Parcel  
62-1467-31-0

012

013

040

Westerly  
1/4

037

038

59

039

042

004

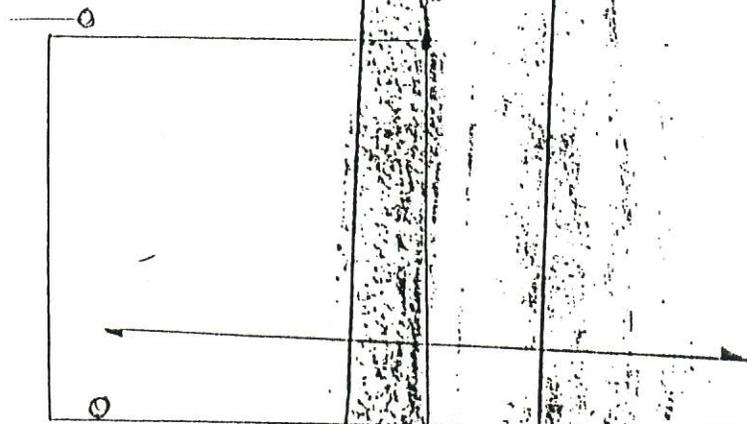
30-5

30

See Map No 467-30-3

015

VM  
30-13



860'

025

## SURFACE USE AGREEMENT

That the undersigned, **Jack D. Feuer, Trustee.**, having an address at **8400 East Prentice Ave., Suite 600, Englewood, Colorado 80111**, being Surface Owner of the land herein described, hereby acknowledge the sum of **Ten and More** dollars (**\$ 10.00**) herein paid as full and sufficient payment, satisfaction and settlement of all normal detriment, injuries and damages of whatsoever nature and character growing out of, incident to or in connection with the initial drilling and completion of the **Vessels Minerals 30-5, 30-11, & 30-13** Wells upon the following described lands in the County of Weld, State of Colorado to wit:

Township 1 North, Range 68 West, 6th P.M.  
Section 30: SW/4NW/4, NE/4SW/4, NW/4SW/4

caused by the moving in and removing of derricks, drilling tools, vehicles and all other machinery and equipment necessary or incident to the drilling, testing, completion and operation of said well, including the installation of pipeline and production facilities for oil and gas.

**Soil removal and segregation:** During all excavation operations, Vessels shall use the appropriate USDA-soil conservation service approved soil surveys to determine separate soil horizons. The A, E, B, & CR horizons, if present, shall be stockpiled separately from one another and clearly marked to facilitate proper reclamation. In addition, when segregating topsoil from subsoils, Vessels shall rely on apparent changes in physical characteristics such as color, texture, density and consistency. All soils, stockpiled or otherwise, shall be protected from degradation due to contamination, compaction and wind and water erosion, and all surface and underground water resources associated with the premises shall be protected from contamination during well drilling and completion or subsequent operations.

**Reserve Pit use:** When using unlined earthen pits, water used for drilling shall be of comparable or better quality than locally available irrigation water.

**Reclamation:** All areas affected by operations shall be reclaimed as near as practicable to their original conditions (excluding areas reasonably needed for production operations during continuance of such operations) as soon as conditions permit following the completion of well drilling of subsequent operations, unless conditions beyond Vessels' control prohibit such reclamation. All drilling waste and drilling fluids, except cutting, shall be removed from the reserve pit and disposed of properly as soon as possible. Cutting shall be removed from pits as much as possible and any remaining cutting shall be spread evenly across the bottom of the entire reserve pit. The bottom of each pit shall be ripped and mixed to sufficient depth to eliminate impermeable barriers. All pits shall be allowed to dry adequately and then back filled according to the soil segregation plan. If subsidence occurs, the land shall be re-leveled to as close to original contour as possible. If possible, Vessels shall rip the soil to a depth of 1.5 times the depth of the compacted zone when the soil moisture is below thirty-five percent (35%) of field capacity, but in no case shall ripping be less than 18 inches. When soil moisture is higher than thirty-five percent (35%), additional passes and follow up will be conducted as needed to properly restore original soil conditions.

All excavated subsoil and topsoil shall be replaced in their original relative positions and contour prior to excavation.

**Pipelines:** All buried steel lines shall be wrapped and/or coated and protected to prevent corrosion. Once pipelines are laid as shown on Exhibit "A" to this Surface Agreement and said pipeline is surveyed, Surface Owner shall execute a Pipeline Right-of-Way in recordable form in substantially the same form as that shown as Exhibit "B" to this Agreement. At the time of execution said Right-of-Way, Vessels shall tender to Surface Owner, as consideration for said Pipeline Right-of-Way, the sum of \$10.00 per rod. Exact location of pipeline to be coordinated with owner prior to installation.

**Access Roads:** The access roads shall be bladed prior to drilling operations and all permanent access roads shall be covered with road base after completion.

**Tank Battery:** Production equipment for the each well subject to this Agreement shall be placed in the area of the existing production equipment for the \_\_\_\_\_ well shown on Exhibit "A".

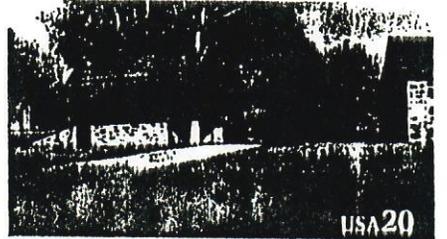
The undersigned hereby acknowledge the consideration herein paid as full and sufficient payment and satisfaction and settlement of all normal detriment, injuries and damages of whatsoever nature and character growing out of, incident to or in connection with the normal drilling and completion of said well, caused by the moving in and removing of derricks, drilling tools, vehicles and all other machinery and equipment necessary or incident to the drilling, testing and completion of said well, including the installation of pipeline and production facilities for oil and gas. For the same consideration, the undersigned do hereby release, acquit and discharge Vessels of and from any and all claims for all normal detriment, injuries and damages of whatsoever nature and character, heretofore sustained or which may be hereafter sustained, growing out of, incident to or in connection with the drilling and completion of said well and operations incident thereto as aforesaid, and does particularly release, acquit and discharge Vessels of and from, but not by way of limitation to, all such claims for all normal detriment injuries and damages to said land, the improvements to said land, the improvements thereon and appurtenances thereto, of to any grass, vegetation, shrubs, trees, crops, growing or located thereon, or any damage or loss which the undersigned has or might sustain hereafter due to diminished quantity or quality of future crops caused by the above-mentioned operations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

By: \_\_\_\_\_  
Jack D. Feuer, Trustee

Vessels Oil & Gas Company

By: \_\_\_\_\_  
Ron H. Olsen, Agent



WILBANKS CORPORATION  
1600 STOUT, SUITE 1200  
DENVER, COLORADO 80202

Attn: Ron Olsen

USPS 1993