



SURFACE ROADS AND RELEASE AGREEMENT

STATE OF COLORADO)
COUNTY OF ADAMS) SS.

THIS AGREEMENT is made and entered into the 7th day of April, 1991, by and between BETTY H. MATHIS, a married woman dealing in her sole and separate property, and LONNIE W. MATHIS and BETTY H. MATHIS, husband and wife, as joint tenants, whose mailing address is P. O. Box 49, R.R. No. 1, Commerce City, Colorado 80022 (hereinafter collectively referred to as "OWNER"), and ABERDEEN PETROLEUM (USA) INC., a Colorado corporation, whose mailing address is Suite 1700, 410 Seventeenth Street, Denver, Colorado 80202 (hereinafter referred to as "OPERATOR").

WITNESSETH

WHEREAS, OPERATOR, acting under that certain existing Oil and Gas Lease which covers the following described lands, to-wit:

TOWNSHIP 3 SOUTH, RANGE 60 WEST
Section 36: ALL
(containing 640.00 acres, more or less)
Adams County, Colorado

(said lease, together with any extension or renewal thereof, being hereinafter referred to as the "LEASE") plans to drill one or more wells in search of oil and/or gas in the N1/2 of said Section 36 (said wells being hereinafter referred to as the "WELLS"); and

WHEREAS, OWNER holds title to, owns and possesses the entire surface estate in and to the following described lands, to-wit:

TOWNSHIP 3 SOUTH, RANGE 60 WEST
Section 36: N1/2
(containing 160.00 acres, more or less)
Adams County, Colorado

(said lands being hereinafter referred to as the "MATHIS TRACT"); and

WHEREAS, OWNER desires to grant temporary easements and rights-of-ways unto OPERATOR to enter upon/across and to use the MATHIS TRACT for the purposes of locating, moving in/out, drilling, testing, completing, equipping, producing, treating, operating and/or plugging, and abandoning the WELLS; and

WHEREAS, OWNER and OPERATOR desire to establish the amount and method of the payments to be made by OPERATOR to OWNER for the use of the surface estate in and to the MATHIS TRACT, and for any damage thereto or to the personal property of the OWNERS thereon, in connection with the locating, moving in/out, drilling, testing, completing, equipping, producing, treating, operating, and/or plugging and abandoning the WELLS.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by OPERATOR to OWNER, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, OWNER AND OPERATOR agree as follows:

1. OWNER does hereby grant and convey unto OPERATOR, its employees, agents, contractors, purchasers of production, successors and assigns, temporary easements, rights-of-way and rights of use upon and across the MATHIS TRACT for the purposes of locating, moving in or out, drilling, testing, completing for production, equipping, producing, treating production, operating, and/or plugging and abandoning the WELLS commenced pursuant to the LEASE. Without limiting the scope of this grant, it includes the right to construct, use and/or maintain access roads, well sites, tank batteries, treating facilities, flow lines, gathering lines, and other such related facilities necessary for the complete enjoyment of the rights of OPERATOR under the LEASE, insofar as such rights pertain to the WELLS. To have and to hold the rights granted herein for so long as the LEASE shall remain in effect as to the MATHIS TRACT.

2. As consideration for the rights granted herein, OPERATOR shall pay OWNER the sum of TWO THOUSAND DOLLARS (\$2,000.00) for each of the WELLS commenced pursuant to the LEASE on the MATHIS TRACT. Each such payment shall be tendered in advance of the actual commencement of operations by or for OPERATOR.

3. OWNER does hereby agree and acknowledge that the payment of the consideration required as provided for hereinabove shall constitute full, sufficient, complete and final payment, settlement, compromise, satisfaction, release and discharge of OPERATOR, its employees, agents, contractors, successors and assigns of and for any and all losses, liabilities, claims, demands, damages, actions and/or causes of action, detriments, injuries, costs (including

reasonable attorney's fees) of whatsoever nature or kind accruing to OWNER, its employees and/or tenants arising directly or indirectly from or in connection with the operations provided for herein to be conducted on the MATHIS TRACT by or for OPERATOR, whether caused by negligence or otherwise. Further, OWNER does hereby agree to protect, indemnify and save OPERATOR, its employees, agents and contractors free and harmless from any and all of the above.

4. OPERATOR shall notify OWNER, prior to the commencement of operations for each of the WELLS conducted by OPERATOR on the MATHIS TRACT, and shall keep owner generally advised as to the activities of OPERATOR thereon. Further, OPERATOR agrees to conduct all of its operations, including the plugging and abandonment of the WELLS and the restoration of the well sites and access roads therefor, on the MATHIS TRACT in full conformity and compliance with all federal and state laws and regulations applicable to such operations.

5. Notwithstanding anything contained hereinabove to the contrary, OPERATOR hereby agrees that upon the termination of its operations on the MATHIS TRACT, OPERATOR shall restore the surface thereof as nearly as practical to its condition prior to the entry of OPERATOR thereon; provided however, that OPERATOR shall leave any access roads, cattle guards and/or vehicle access gates constructed by OPERATOR in place if so requested in writing by OWNER.

6. Any and all notices or payments authorized or required by the terms of this Agreement shall be given in writing (in the case of notices) or tendered (in the case of payments), in person or via the United States Postal Service, the Federal Express Company or by Western Union Telegraph Company telegram, with postage or charges prepaid and addressed to the receiving party at its respective address set forth hereinabove. Either party hereto shall have the right to change its address for notice and/or payment purposes at any time, and from time to time, by giving written notice thereof to the other party; provided, however, that such change of address shall not be binding upon the other party until actually received by such party.

7. OWNER acknowledges and agrees that the payment to be made by OPERATOR hereunder, and the further obligations of OPERATOR as herein provided, are in full compliance of satisfaction of the requirements set forth in Rule 304 of the Rules and Regulations of the Department of Natural Resources, Oil and Gas Conservation Commission of the State of Colorado, pertaining to a Surface Damage Release by the Surface Owner, and to all applicable statutes pertaining thereto.

8. This Agreement shall inure to the benefit of and be binding upon OWNER and OPERATOR, and their respective heirs, personal representatives, successors and assigns. Provided further, OWNER shall make any and all sales, encumbrances, transfers, leases, rentals or other dispositions of the surface estate in and to the MATHIS TRACT expressly subject to this Agreement all to the effect that, by the acceptance of the instruments of acquisition, any party or parties acquiring any estate or interest of OWNER in and to the MATHIS TRACT shall be deemed to have ratified, confirmed, adopted and joined this Agreement, and shall be fully bound by the provisions hereof, regardless of any capacity or rights such party or parties may have held as to the MATHIS TRACT prior to such acquisition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

-OWNER-

Betty H. Mathis
Betty H. Mathis,
a married woman dealing in her sole and
separate property
SS# 524-32-1731

Lonnie W. Mathis
Lonnie W. Mathis,
joint tenant
SS# 538 26 4191

Betty H. Mathis
Betty H. Mathis,
joint tenant

-OPERATOR-

ATTEST:

Shelley R. Seaholm
Shelley R. Seaholm
Secretary

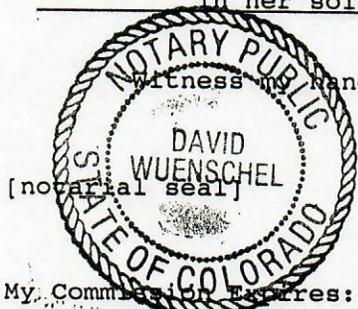
ABERDEEN PETROLEUM (USA) INC.

By: Dean A. Rogers
Dean A. Rogers
Vice President, Operations

STATE OF Colorado)
) SS.
COUNTY OF Adams)

COLORADO
INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this
10th day of APRIL, in the year 1991, by
BETTY H. MATHIS, a married woman dealing
in her sole and separate property.



My Commission Expires:

My Commission expires May 31, 1992

Witness my hand and official seal.

David Wuenschel
(signature)

DAVID WUENSCHEL
Notary Public (type or print name)

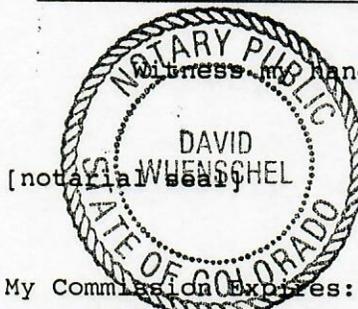
Residing At:

WORLD SAVINGS AND LOAN
1600 E. BRIDGE STREET
BRIGHTON, CO 80601

STATE OF Colorado)
) SS.
COUNTY OF Adams)

COLORADO
JOINT ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this
10th day of APRIL, in the year 1991, by
LONNIE W. MATHIS and BETTY H. MATHIS,
husband and wife, as joint tenants.



My Commission Expires:

My Commission expires May 31, 1992

Witness my hand and official seal.

David Wuenschel
(signature)

DAVID WUENSCHEL
Notary Public (type or print name)

Residing At:

WORLD SAVINGS AND LOAN
1600 E. BRIDGE STREET
BRIGHTON, CO 80601

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

COLORADO
CORPORATION ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this
8th day of April, in the year 1991, by
Dean A. Rogers and Shelley R. Seaholm
as Vice President, Operations and Secretary,
respectively, of ABERDEEN PETROLEUM (USA) INC.,
a Colorado corporation.

Witness my hand and official seal.

[notarial seal]

William E. Vestal
(signature)

William E. Vestal
Notary Public (type or print name)

My Commission Expires:
8-31-94

Residing At:
1760 Pecos Way
Denver, Colorado

AFFIDAVIT OF POSSESSION

STATE OF COLORADO)
) SS.
COUNTY OF ADAMS)

Before me, the undersigned authority, personally appeared LONNIE W. MATHIS and BETTY H. MATHIS, who being first duly sworn by me, stated on oath as follows:

That we are persons of lawful age and capacity and a residents of Adams County, Colorado.

That we are husband and wife.

That we own by joint tenancy the undivided surface estate in and to the following described lands situated in Adams County, Colorado:

The South One-Half of the North One-Half (S1/2N1/2) of Section 36, Township Three (3) North, Range Sixty (60) West of the Sixth Principal Meridan (6th P.M.), containing One Hundred and Sixty (160) acres, more or less.

That, we have been in open, adverse, exclusive, continuous and undisputed possession of said lands for more than 3 years last past.

That, we are paying taxes on, occupying and cultivating said land, and that there are no tenants residing thereon.

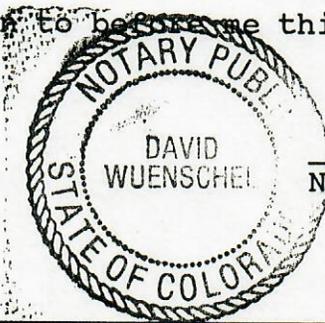
Further Affiants saith not.

Handwritten signature of Lonnie W. Mathis over a line, with 'Lonnie W. Mathis' printed below.

Handwritten signature of Betty H. Mathis over a line, with 'Betty H. Mathis' printed below.

Subscribed and sworn to before me this 10th day of APRIL, 1991.

My Commission Expires:
My Commission expires May 31, 1992



Handwritten signature of David Wuenschel over a line, with 'Notary Public' printed below.

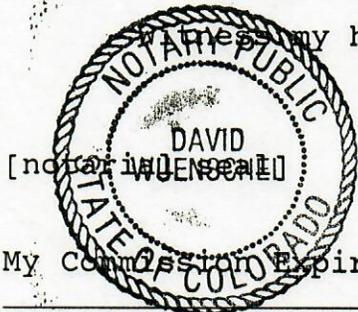
[notarial seal]

STATE OF Colorado)
) SS.
COUNTY OF Adams)

COLORADO
JOINT ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 10th day of APRIL, in the year 1991, by LONNIE W. MATHIS and BETTY H. MATHIS, husband and wife, as joint tenants.

I witness my hand and official seal.



Handwritten signature of David Wuenschel over a line, with '(signature)' printed below.

DAVID WUENSCHEL
Notary Public (type or print name)
Residing At:

WORLD SAVINGS AND LOAN
1600 E. BRIDGE STREET
BRIGHTON, CO 80601

My Commission expires May 31, 1992