

ACCESS AND SURFACE USE AGREEMENT

THIS AGREEMENT, made and entered into as of the 23rd day of March, 1994, by and between RUBY L. KIRBY, DAVIE D. ROBERTSON, CHERYL D. ROBERTSON, SCOTT ALLAN ROBERTSON, and KAREN KAY LATHAM, doing business as TWIN BUTTES LAND CO., referred to herein as "TWIN BUTTES", and CONOCO INC., referred to herein as "CONOCO", of 6855 South Havana Street, Suite 180, Englewood, Colorado 80112.

R E C I T A L S

A. TWIN BUTTES is the owner of the surface of certain lands (referred to herein as "Fee Lands"), located in Sections 3, 10, 14, 26 and 27, Township 2 South, Range 103 West, 6th P.M., in Rio Blanco County, Colorado.

B. CONOCO is the lessee of certain oil and gas leases which are located in the general vicinity of the Fee Lands.

C. CONOCO desires to obtain access through the Fee Lands and other surface use as herein limited and defined to conduct the drilling and production operations of four (4) wells (Lower Horse Draw No. C-24 and Lower Horse Draw Unit Nos. 33, 62 and 55) more particularly described in Exhibits A-1, A-2, A-3 and A-4, located in Sections 3, 14, 26 and 27, Township 2 South, Range 103 West, 6th P.M., in Rio Blanco County, Colorado.

D. The parties desire to evidence their agreement with respect to certain matters related to such access and surface use.

IT IS AGREED AS FOLLOWS:

1. TWIN BUTTES does hereby grant unto CONOCO access for the term of this agreement to conduct the drilling and production operations of four (4) wells (as described in C. above and in the attached Exhibits) subject to the provisions of this agreement and as limited by the provisions of this agreement.

2. The access herein granted to CONOCO shall be limited to the right to use the existing roads which enter Sections 3, 14, 26 and 27, Township 2 South, Range 103 West, 6th P.M. from the County Road. CONOCO agrees to participate with other permitted users in the maintenance of these roads during drilling, completion and production of the wells. Any gates on the existing roads

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shall be kept locked when TWIN BUTTES requests. The location of the roads to the drill sites shall be subject to the prior approval of TWIN BUTTES or their designated agent, and no new roads shall be constructed prior to securing such consent. All cedar trees greater than six (6) inches and less than twelve (12) inches at the base located on the roadways and the well sites shall be cut with a saw at ground level, limbed but not topped, and placed at one location along the roadways and shall be the property of TWIN BUTTES. The other trees shall be dozed but not windrowed. The crown of all roads shall be limited to twenty (20) feet in width. All rocks on the roadways and the well sites in excess of one (1) foot in diameter shall be disposed of in a responsible manner. No vehicle shall be permitted to travel in excess of twenty (20) miles per hour on said roads and all CONOCO personnel, agents, contractors and subcontractors shall be notified of such speed limit prior to commencement of their respective use of said roads. CONOCO agrees that no vehicle or equipment of any kind will be operated or parked off the designated roadways. This provision shall apply to CONOCO personnel, its agents, contractors, subcontractors or solicitors. If, because of emergency operations (such as wrecked vehicles), equipment is operated off designated roadways, CONOCO agrees to restore the surface area and pay all damages occasioned by such use. TWIN BUTTES shall have the unrestricted right to use such roads and to authorize other persons, firms or entities to use such roads. The use of such roads by CONOCO shall be limited to CONOCO and its authorized representatives, contractors and subcontractors and shall be limited to business purposes. CONOCO shall be responsible for all authorized persons using such roads and shall be responsible for any damage occasioned by such use, whether damage occurs through the acts of CONOCO, its personnel, agents, contractors or subcontractors. CONOCO SHALL NOT have the right to grant any additional access or use of such roads. If a new road to a well site is abandoned, CONOCO will restore the roadway to the original terrain and will revegetate the same in accordance

with TWIN BUTTES specifications.

3. The location of the drill sites authorized by this — agreement shall be subject to the prior approval of TWIN BUTTES. Such approval of the drill site shall be exercised in a manner so as to preserve the grazing characteristics of the property. The area of the drill sites shall be limited to two hundred seventy (270) feet by one hundred twenty-five (125) feet during the drilling and completion stages and to one hundred (100) feet by fifty (50) feet thereafter. One (1) foot of topsoil shall be removed from the drill sites and placed on the uphill side of the locations. This topsoil will be scattered evenly over the unused portion of the drill sites after well completion. Side hill cuts shall be no steeper than a ratio of one to one. The well sites shall be revegetated after well completion to TWIN BUTTES specifications, except as to the portion being retained for a permanent well production site, and when the drill sites are abandoned, the entire portion thereof shall be revegetated to TWIN BUTTES specifications. The well sites shall be restored as nearly as possible to the original terrain, covered with topsoil and reseeded within one (1) year after well completion. All seeding on well sites and abandoned roads will be done in the fall. The sumps located on the drill sites shall be fenced immediately after construction. CONOCO shall be responsible for all persons using the drill sites and shall be responsible for any damages occasioned by such use, whether damage occurred through the acts of CONOCO, its personnel, agents, contractors or subcontractors. All of such use shall be in accordance with acceptable safety and conservation practices.

4. CONOCO shall have the right to assign its rights under ✓ this agreement to any assignee, PROVIDED, HOWEVER, that before any such assignment shall become effective, each and every assignee shall first assume the obligations of CONOCO under this ✓ agreement and agree in writing to be bound by the terms and provisions of this agreement. The rights of TWIN BUTTES shall be freely assignable.

5. CONOCO agrees to defend, indemnify and save TWIN BUTTES harmless of and from all claims and demands of whatsoever nature arising from or connected with the operations of CONOCO, its personnel, agents, contractors and subcontractors and from the use of TWIN BUTTES' property by CONOCO, its personnel, agents, contractors and subcontractors.

6. As consideration for this agreement, and during the entire term of this agreement, CONOCO agrees to pay TWIN BUTTES the following:

- a.
PER WELL payable in advance of the commencement of the wells.
- b. For the calendar year 1995 and for each subsequent year the sum of Dollars PER WELL per calendar year, payable on or before the first day of May of each such calendar year.

If CONOCO abandons any well and ceases production therefrom, payments for such well shall stop as of the end of the calendar year during which CONOCO shall complete all restoration work required and notify TWIN BUTTES in writing that it has ceased production and abandoned said well.

7. This agreement shall continue in effect so long as drilling and production operations are carried on, unless the same is terminated as provided in this agreement.

8. If CONOCO shall fail to make any payments herein specified or shall fail to perform any of its other covenants as set forth in this agreement, TWIN BUTTES may, at its election, give written notice of termination to CONOCO setting forth the default complained of, and unless the default specified in such notice is remedied within thirty (30) days after such notice is given, this agreement shall terminate insofar as CONOCO'S rights are concerned and all access and surface use of CONOCO'S shall thereupon terminate and be of no further force and effect and its use of the well sites or roadways shall be deemed a trespass. Any such termination shall not prevent TWIN BUTTES from recovering damages occurring by reason of CONOCO'S failure to perform its covenants as set forth in this agreement and to collect all

amounts due under the provisions of this agreement for the then current year.

9. If either party shall be required to commence legal proceedings against the other party who is in default, to enforce the provisions of this agreement, the party in default agrees to pay all costs of such proceedings, including a reasonable attorney's fee.

10. Any notice to be given hereunder may be given by mailing the same by registered or certified mail, return receipt requested, addressed to the parties at the following addresses:

Twin Buttes Land Co.
P.O. Box 323
Rangely, Colorado 81648

Conoco Inc.
6855 South Havana Street, Suite 180
Englewood, Colorado 80112

11. All operations of CONOCO shall be conducted in a manner so as not to interfere with TWIN BUTTES use of said property. Without limiting the generality of the foregoing provisions, CONOCO, its agents, contractors and subcontractors shall not do or permit to be done any of the following:

- a. No hunting or camping shall be permitted on Fee Lands;
- b. Personnel shall not bring any dogs, horses or other animals upon the Fee Lands in vehicles or otherwise;
- c. No firearms shall be brought upon the Fee Lands in vehicles or otherwise;
- d. No vehicles or equipment shall be parked on the Fee Lands, including roads on the Fee Lands;
- e. Personnel employed by CONOCO, its agents, contractors and subcontractors shall not drive or wander off of the designated roads and are not permitted to use any roads on the Fee Lands except the designated roadways; and
- f. Personnel employed by CONOCO, its agents, contractors and subcontractors shall not throw trash, cans or bottles along the roadways or around the well sites. Any trash, cans or bottles found in the area shall be removed by CONOCO immediately after drilling and completion and each year thereafter.

12. Subject to the foregoing provisions, this agreement shall be binding upon the successors and assigns of CONOCO and shall be binding upon and inure to the benefit of the heirs,

personal representatives and assigns of TWIN BUTTES.

IN WITNESS WHEREOF, the parties hereto have executed this Access and Surface Use Agreement as of the day and year first above written.

CONOCO INC.

Roger B. Brown

ATTEST:

Margaret Schumacher

Ruby L. Kirby P.O.A.
Cheryl D. Robertson
Ruby L. Kirby

David D. Robertson
David D. Robertson

Cheryl D. Robertson
Cheryl D. Robertson

Scott Allan Robertson
Scott Allan Robertson

Owen Curtis Robertson
Owen Curtis Robertson

Karen Kay Latham
Karen Kay Latham

doing business as TWIN BUTTES
LAND CO.

Document No. 43296
System/Subsystem CAS/ZZZ
Pipe Size N/A
Tract No. 9999.999
Rods Purchased N/A
Check No. 00002686
Charge AFE 5317, 2002-7150020-24-5317-407-
LHD No. C-24, NW¼SW¼ Sec. 3-2S-103W, Rio Blanco County, CO

Document No. 43296
System/Subsystem CAS/LOJ
Pipe Size N/A
Tract No. 9999.999
Rods Purchased N/A
Check No. 00002687
Charge AFE 5333, 62002-7152330-33-5333-407-
LHDU No. 33, NW¼NE¼ Sec. 14-2S-103W, Rio Blanco County, CO

Document No. 43296
System/Subsystem CAS/LOJ
Pipe Size N/A
Tract No. 9999.999
Rods Purchased N/A
Check No. 00002688
Charge AFE 5362, 62002-7152330-62-5362-407-
LHDU No. 62, SW¼SW¼ Sec. 26-2S-103W, Rio Blanco County, CO

Document No. 43296
System/Subsystem CAS/LOJ
Pipe Size N/A
Tract No. 9999.999
Rods Purchased N/A
Check No. 00002689
Charge AFE 5355, 62002-7152330-55-5355-407-
LHDU No. 55, SW¼SW¼ Sec. 27-2S-103W, Rio Blanco County, CO

T2S, R103W, 6th P.M.

CONOCO INCORPORATED

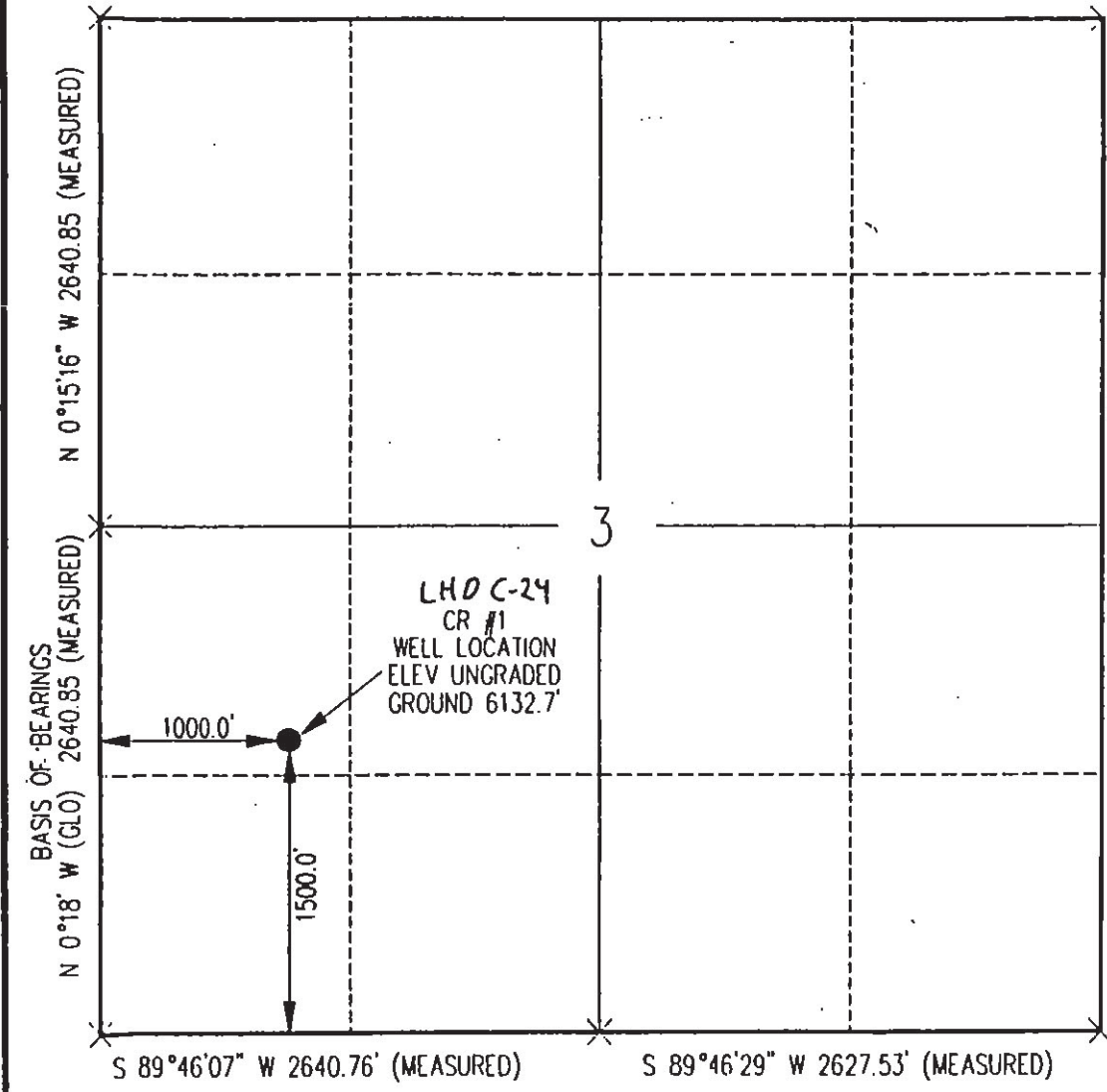
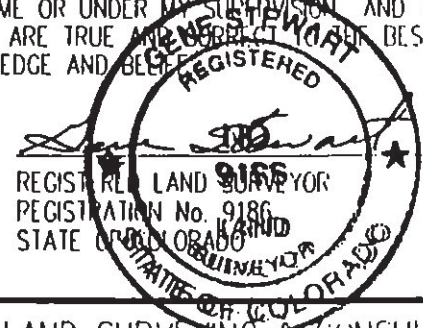
N 89°59'47" E 5275.09' (MEASURED)

WELL LOCATION, CALVERT RESERVOIR #1
 LOCATED AS SHOWN IN THE NW 1/4 SW1/4
 OF SECTION 3, T2S, R103W, 6th P.M.,
 RIO BLANCO, COLORADO.

*This well has
 been plugged.*



THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS
 PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS
 MADE BY ME OR UNDER MY SUPERVISION, AND THAT
 THE SAME ARE TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.



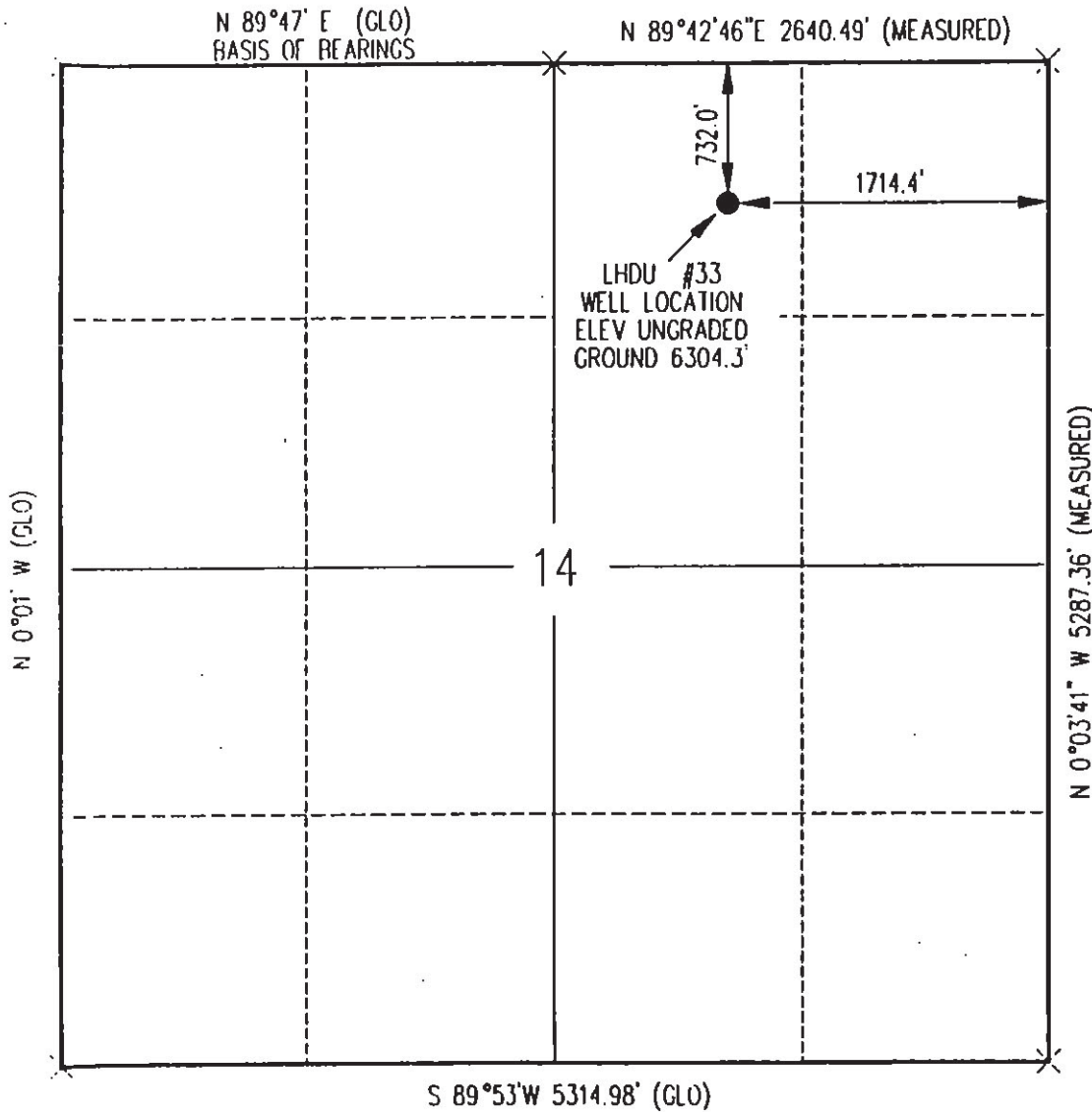
X = SECTION CORNERS LOCATED
 BASIS OF BEARINGS; G.L.O. PLAT 1910
 BASIS OF ELEV; U.S.G.S. 7-1/2 min QUAD (BANTA RIDGE, COLO.)

TRI STATE LAND SURVEYING & CONSULTING 38 EAST 100 NORTH, VERNAL, UTAH 84078 (801) 781-2501	
SCALE: 1" = 1000'	SURVEYED BY: SS O'S
DATE: 10-11-93	WEATHER: CLEAR & WARM
NOTES:	FILE # CR #1 LHDC-24

T2S, R103W, 6th P.M.

CONOCO INCORPORATED

WELL LOCATION, LOWER HORSE DRAW UNIT #33
 LOCATED AS SHOWN IN THE NW 1/4 NE 1/4
 OF SECTION 14, T2S, R103W, 6th P.M.,
 RIO BLANCO, COLORADO.



THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS
 PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS
 MADE BY ME OR UNDER MY SUPERVISION, AND THAT
 THE SAME ARE TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.

NO.
[Signature]
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 9188a
 STATE OF COLORADO
 STATE OF COLORADO

TRI STATE LAND SURVEYING & CONSULTING
 38 EAST 100 NORTH, VERNAL, UTAH 84078
 (801) 781-2501

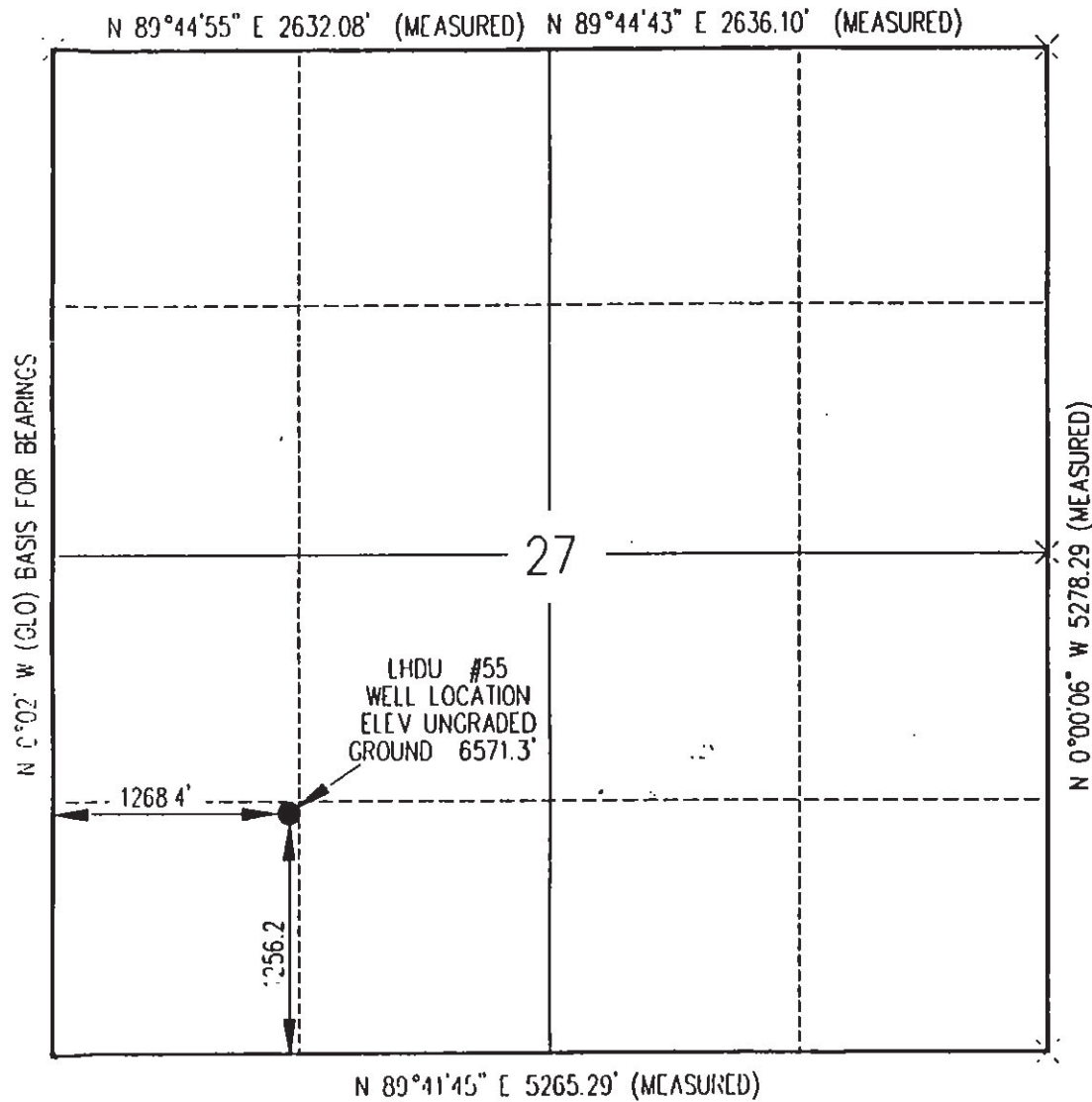
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DATE: 9/30/93	WEATHER: CLEAR & WARM
NOTES:	FILE # LHDU #33

X = SECTION CORNERS LOCATED
 BASIS OF BEARINGS; G.L.O. PLAT 1910
 BASIS OF ELEV; U.S.G.S 7-1/2 min QUAD (BANTA RIDGE, COLO.)

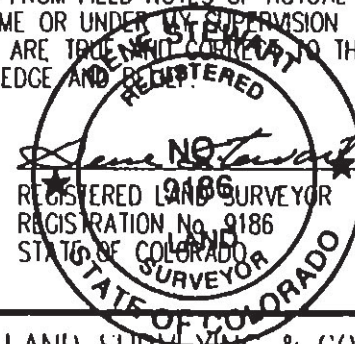
T2S, R103W, 6th P.M.

CONOCO INCORPORATED

WELL LOCATION, LOWER HORSE DRAW UNIT #55
 LOCATED AS SHOWN IN THE SW 1/4 SW 1/4
 OF SECTION 27, T2S, R103W, 6th P.M.,
 RIO BLANCO, COLORADO.



THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS
 PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS
 MADE BY ME OR UNDER MY SUPERVISION AND THAT
 THE SAME ARE TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE AND BELIEF.



TRI STATE LAND SURVEYING & CONSULTING
 38 EAST 100 NORTH, VERNAL, UTAH 84078
 (801) 781-2501

SCALE: 1" = 1000'	SURVEYED BY: SS DP
DATE: 10/7/93	WEATHER: CLEAR & WARM
NOTES:	FILE # LHDU #55

X = SECTION CORNERS LOCATED
 BASIS OF BEARINGS: G.L.O. PLAT 1911
 BASIS OF ELEV: U.S.G.S. 7-1/2 min QUAD (TEXAS CREEK, COLO.)