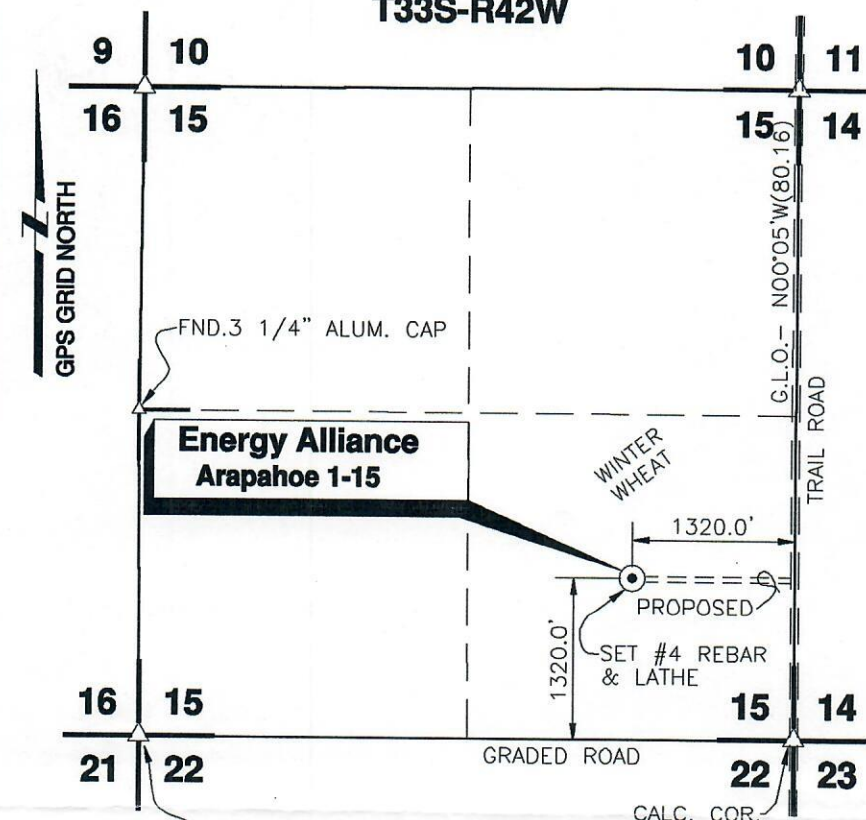




00853198

MAY - 4 1999

T33S-R42W

DATE 4/27/99OPERATOR ENERGY ALLIANCEWELL NAME ARAPAHOE 1-15LOCATION SE/4 SEC.15, T33S-R42WFOOTAGES & RELATIONS 1320.0' S L  
1320.0' E LELEVATION 3784.7'DISTANCE TO EXISTING WELL  
\_\_\_\_\_AUTHORIZED BY R.WIGHTMANFND.2" PIPE  
FILLED w/CONC.SE/4 SECTION 15, T33S-R42W  
BACA COUNTY, COLORADOCROP WINTER WHEAT

WATER WELL \_\_\_\_\_

CITY WATER \_\_\_\_\_

AIRPORT \_\_\_\_\_

LATITUDE \_\_\_\_\_

LONGITUDE \_\_\_\_\_

DRIVING DIRECTIONS USED TO STAKE  
WELL FROM KNOWN LANDMARK OR CITY  
FROM:FROM THE STATE LINE OF COLO., & KAN.ALONG HWY.51(GRADED ROAD), 5 MILES WEST TO  
TRAIL ROAD, THEN NORTH 1.25 MILES ON  
TRAIL ROAD, THEN WEST 1320 FEET INTO.NOTE: CONTRACTOR TO CONTACT UTILITY NOTIFICATION OF COLORADO @  
1-800-922-1987 PRIOR TO ANY EXCAVATION OR CONSTRUCTION.

## SURVEYOR'S CERTIFICATE:

I, Theodore V. Harder, COLORADO Registered Land Surveyor No. 28271  
do hereby certify that this plat represents the results of a survey made  
on the ground and is true and correct to the best of my knowledge.

Theodore V. Harder, R.L.S. No. 28271

**Energy Alliance**  
INC.P.O. BOX 4451  
ENGLEWOOD, COLO.  
(303)426-1238**WELL LOCATION OF THE ARAPAHOE 1-15**  
**LOCATED IN THE SE/4 SEC.15, T33S-R42W**  
**BACA COUNTY, COLORADO**

NO.	DWN.	REVISIONS	DATE

SCALE: 1" = 1500' DATE: 4/27/99

WORK ORDER NO.:

**HARDER**  
AND ASSOCIATESConsulting, Engineering & Land Surveying  
P.O. BOX 518 514 MORTON  
ELKHART, KANSAS 67950  
Phone: (316) 697-2696  
Fax: (316) 697-4175

DRAWN BY: AEP CHECKED BY: SCH APPROVED BY: AUTHORIZED BY: R.WIGHTMAN

DRAWING NO. BA049A09

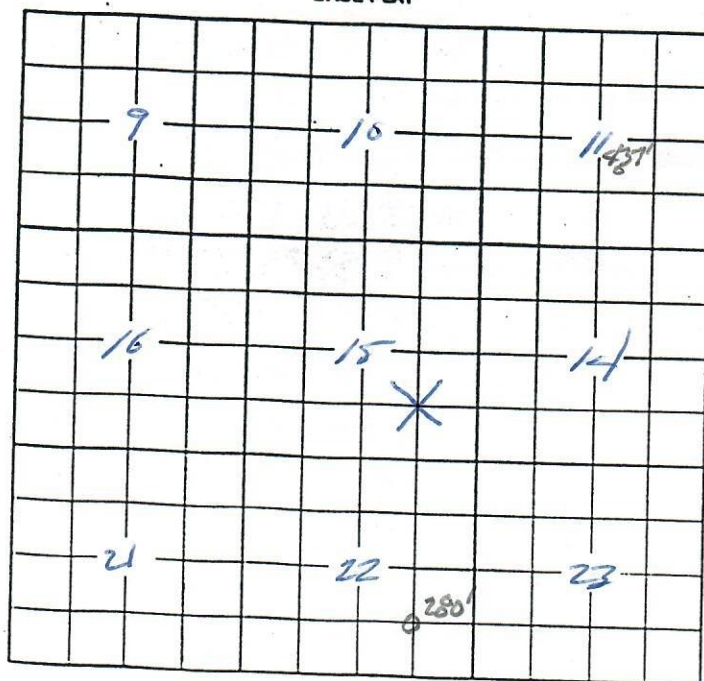
	QTR	QTR	SEC	TWNS	RANGE	PM	NAME	DEPTH	TPERF	BPERF
A	NE	NE	06	330S	0420W	S	JONES R. D.			
B	SW	NW	09	330S	0420W	S	COGBURN C. V.			
C	NW	SE	11	330S	0420W	S	COGBURN C V	437		
D	NE	NW	12	330S	0420W	S	COGBURN C V	354		
E	NW	SW	12	330S	0420W	S	COGBURN C V	407		
F	SW	NE	13	330S	0420W	S	COGBURN C. V.			
G	SW	SW	13	330S	0420W	S	JONES R. D.			
H	SW	SW	18	330S	0420W	S	SEABOARD FARMS OF OKLAHOMA			
I	NW	NE	19	330S	0420W	S	SEABOARD FARMS OF OKLAHOMA			
J	SW	NW	19	330S	0420W	S	SEABOARD FARMS OF OKLAHOMA			
K	SE	SE	19	330S	0420W	S	BRUCE LOREAN B	260		
L	SW	SW	19	330S	0420W	S	SUPERIOR FARMS LLC			
M	SE		22	330S	0420W	S	SERVICE DRILLING CO	280	160	280
N	SE	SW	23	330S	0420W	S	JONES R D			
O	NE	NE	25	330S	0420W	S	HAMILTON WALTER A	221		
P	NW	NW	25	330S	0420W	S	HAMILTON WALTER	350		
Q	NE	NW	27	330S	0420W	S	HUME M. H.			
R	NE	SW	27	330S	0420W	S	HUME M. H.			
S	NW	NE	29	330S	0420W	S	JONES R D	400		
T	SW	NW	29	330S	0420W	S	JONES R D	371		

Letter=Choice | F10=Mark 1 | PgUp/PgDn=±20 | UpAr/DnAr =±1 | Esc=Quit

0= WATER WELL

OIL AND GAS WELL/WATER WELL

BASE PLAT







MAY - 4 1999

April 14, 1999

Mr. Charles B. and Peggy J. Homsher  
750 7<sup>th</sup> St  
Boulder, CO 80302

Re: Arapahoe 1-15 well located in the C, SE of Section 15, Township 33 South - Range 42 West in Baca County, CO.

Dear Mr. & Mrs. Homsher,

This letter is to confirm our recent phone conversation concerning the above-referenced well and further, to serve as notice of our intention to drill this well on or around May 15<sup>th</sup>, 1999. We expect to drill the Arapahoe 1-15 to a depth of 1,620'. We expect to have the surveyors in the field this next week. Location construction will begin the week after that.

We will need to have the name, phone number and address of your representative (if you have one) in Baca County to discuss ingress & egress to the property. Please provide that information on the self-addressed, stamped postcard provided.

I have enclosed two original damage agreements for your approval and execution. The terms reflect those outlined in your oil & gas lease entered into with Cholla Production, LLC. Please return one executed copy of the damage agreement in the self-addressed, stamped envelope to Energy Alliance. Upon receipt of the executed damage agreement, we will forward a check for the appropriate amount to you.

The Colorado Oil & Gas Conservation Commission requires that I advise you that should you have any questions about your rights as a surface owner or any aspect of our proposed operation, please feel free to contact me by phone at (303) 858-0144 or the Colorado Oil & Gas Conservation Commission by mail at:

1120 Lincoln St, Suite 801  
Denver, CO 80203

The Commission's phone number is (303) 894-2100.

The operator for the property will be: Energy Alliance Company, Inc.  
P.O. Box 4461  
Englewood, CO 80155  
Attention: Rick Wightman

Our contact phone number is (303) 858-0144.

We, at EAC, look forward to working with you on this project. We feel confident that our efforts will be successful, rewarding our working interest partners and you, our mineral partner, as well.

Sincerely,

  
Rick Wightman  
President

enc.



## SURFACE DAMAGE AGREEMENT

MAY - 4 1999

KNOW ALL MEN BY THESE PRESENTS;

That CHARLES B. AND PEGGY J. HOMSHER, whose address is 750 7TH ST., BOULDER, CO 80302, is the owner of the described lands in Baca County, Colorado, to wit: ALL OF SECTION 15, TOWNSHIP 33 SOUTH, RANGE 42 WEST, APPROX. 640.00 TOTAL ACRES.

Whereas, Energy Alliance Company, Inc., P.O. Box 4461, Englewood, CO 80155 (with its agents and assigns, hereinafter called "Company") proposes to clear wellsites and access roads on and across said land.

NOW THEREFORE, in consideration of the sum of ONE THOUSAND FIVE HUNDRED DOLLARS total (\$1,500.00), (porportionately reduced) and other valuable consideration to the undersigned (hereinafter called the "Owner") in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby release the Company from any and all claims for damage to future crops and the surface of the land which have arisen, or may arise from, out of, or in connection with necessary and reasonable oil and gas operations for the ARAPAHOE #1-15 on the land, including the building of the drillsite and the use thereof, the initial completion of the well drilled on the drillsite and the establishment of the tank battery and setting of production equipment and laying of pipelines necessary for the production of the herein described well and accepts the above payment as full compensation for all such damages subject to the following, to wit:

1. The ARAPAHOE #1-15 wellsite shall be located in the Center of the Southeast quarter of the Section, Township and Range aforementioned, being according to and within the governing regulations.
2. The topsoil shall be removed from the area over the pits, stockpiled and held in reserve until the contour of the site is re-established. The wellsites shall be ripped and returned to the original slope and contour and cleared of drilling mud and oil following completion operations.
3. Company agrees to install culverts as needed to maintain present land drainage and irrigation, so long as the wells are produced. Owner does hereby give permission to install said culverts.
4. Any subsequent operations for said wells, except in case of emergency, require prior notice to landowner and shall require payment of all actual damages caused by said operations to growing crops and damages to real or personal property resulting therefrom.
5. Consideration herein stated shall be for damage to maximum of 2.1 acres per wellsite, being 90,000 square feet plus access roads. Each drillsite shall be 300 feet by 300 feet square. Damages to any acreage in excess of 2.1 acres shall be compensated to Owner for actual loss by Company.



6. If by reason of activities of Company, including but not limited to, drilling, completion, equipping, and operating of the wells upon the premises there is damage to the tangible, real or personal property of the Owner including but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation and drainage systems, the Company shall repair or replace such items after consultation with and to the complete satisfaction of the Owner. Any items damaged after well construction shall be brought to the attention of the Company immediately and shall be repaired or replaced after consultation with the Owner within thirty (30) days of occurrence.

7. All operations shall be conducted in a diligent manner and in accordance with the highest standards of the oil and gas industry in Baca County.

8. Notwithstanding any other provisions hereof, Company agrees that all trash, refuse pipe, equipment, liquids, chemicals, reasonable amounts of drilling mud, or other materials brought onto the property that are not necessary for the continued operation of said well, shall be removed and disposed of away from the property not later than ten (10) days after completion of said wells. No such items shall be burned or buried on the property.

9. It is agreed that time is of the essence and that failure to perform obligations as provided herein shall entitle the party not in default to bring an action in the District Court of Baca County for damages, for enforcement of the within Agreement, or for injunctive relief.

10. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land described hereinabove.

11. This Agreement is entered into in the State of Colorado and shall be governed and interpreted by the laws of such state.


12. All parties agree that if right-of-way purchase is required for the purposes of pipeline or gathering construction, then \$10.00 per rod shall be paid by Company to the Owner of the property as compensation for damages and right-of-way.

OWNER:

CHARLES B. HOMSHER



PEGGY J. HOMSHER



Date:

COMPANY:

ENERGY ALLIANCE COMPANY, INC.



By:

Title: President

Date: 4/22/99