

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (“Agreement”) is effective this 26th day of September, 2006, by and among ANADARKO E&P COMPANY LP (“Anadarko E&P”), formerly known as Union Pacific Resources Company, ANADARKO LAND CORP. (“Anadarko Land”), formerly known as Union Pacific Land Resources Corporation (together the “Anadarko Entities”), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; KERR-McGEE OIL & GAS ONSHORE LP (“Kerr-McGee”) with an address of 1999 Broadway, Suite 3700, Denver, Colorado 80202; K.P. KAUFFMAN COMPANY, INC. (“KPK”) with an address of 1675 Broadway, Suite 2800, Denver, Colorado 80202 (the Anadarko Entities, Kerr-McGee and KPK are referred to hereinafter collectively as the “Oil Companies”); and FORT LUPTON NORTH PROPERTIES LLC (“Fort Lupton”) with an address of c/o Mariano C DeCola, 790 Washington Street, Suite 1404, Denver, Colorado 80203; THE RANCH ESTATES (“Ranch”) with an address of c/o John J. Vandemoer, 8791 Circle Drive, Westminster, Colorado 80031; AIMS I, LLC (“Aims”) with an address of 5305 West 86th Avenue, Arvada, Colorado 80003; RENNOC CORPORATION (“Rennoc”) with an address of 2 Osprey Circle, Thornton, Colorado 80241 and THERMO-FARMS (“Farms”) with an address of 5501 Lowell Boulevard, Denver, Colorado 80221-7317 (Fort Lupton, Ranch, Aims, Rennoc and Farms are hereinafter referred to collectively as the “Surface Owners”).

A. Surface Owners own the surface estate for approximately 308.154 acres located in Weld County, Colorado, generally in the S/2 and the SW/4NE/4 of Section 33, Township 2 North, Range 66 West, which is more specifically described in the attached Exhibit 1 and referred to hereinafter as the “Property.”

B. For the portion of the Property in the SE/4 and the SW/4NE/4 of Section 33 (“Anadarko Mineral Property”), the Anadarko Entities together own all of the oil, gas and associated liquid hydrocarbons that underlie the Anadarko Mineral Property, and Anadarko Land owns the minerals exclusive of oil, gas and associated liquid hydrocarbons under the Anadarko Mineral Property.

C. Kerr-McGee owns certain oil and gas leasehold interests in the Anadarko Mineral Property that it derived through a predecessor company to Anadarko E&P and operates two producing oil and/or gas wells on the Anadarko Mineral Property, one in the NW/4SE/4 known as the Lupton North 10-33A and the other in the SE/4SE/4 known as the UPRR 42 Pan Am GU at True #1.

D. KPK owns certain oil and gas leasehold interests in the Anadarko Mineral Property that it derived through a predecessor company to Anadarko E&P and operates one producing oil and/or gas well on the Anadarko Mineral Property in the NE/4SE/4 known as the UPRR 42 Pan Am AP #1.

E. Kerr-McGee owns certain oil and gas leasehold interests in the SW/4 of Section 33 (“SW/4 Property”) and operates one producing oil and/or gas well on the SW/4 Property in the center of the SW/4 known as the Mel Anderson Gas Unit #1.

F. The four oil and/or gas wells on the Property that are identified in Recitals C., D. and E. are referred to hereinafter individually or collectively as the “Existing Well” or “Existing Wells.”

G. Current Colorado Oil and Gas Conservation Commission (“COGCC”) rules and regulations allow the owners and/or lessees of the oil and gas for the Property to locate oil and/or gas wells in five drilling windows in a quarter section, one in approximately the center of each quarter quarter section in a 400 foot by 400 foot window and one in the center of the quarter section in an 800 foot by 800 foot window.

H. The parties enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate for the Property and to delineate the process with which they will comply with respect to the development of the two estates.

I. This Agreement is limited to the compatible development of the surface estate and the oil and gas estate for the Property; it does not in any respect apply to the minerals other than the oil, gas and associated liquid hydrocarbons owned by Anadarko Land in the Anadarko Mineral Property or the coal owned by Anadarko Land in the SW/4 Property which are the subject of a separate agreement among Anadarko Land and Surface Owners.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Oil and Gas Operations Areas.

a. With respect to the oil and gas interests in the Property that each owns or acquires, the Oil Companies agree that they shall drill and/or operate oil and/or gas wells on the Property only within the ten locations identified on Exhibit 2, four of which are the locations for the Existing Wells and the other six of which are generally in the drilling windows in the centers of the SE/4SE/4; SW/4SE/4; NE/4SW/4; NW/4SW/4; SE/4SW/4 and the SW/4SW/4. Such reserved locations on the Property are hereinafter referred to collectively or individually, as the case may be, as the “Oil and Gas Operations Area” or the “Oil and Gas Operations Areas.”

b. Operations and uses within the Oil and Gas Operations Areas include, but are not limited to, drilling, completion, and maintenance of wells and equipment, production operations, workovers, well recompletions and deepenings, fracturing, twinning, and drilling of replacement wells and the location of associated oil and gas production and drilling equipment and facilities.

c. The Oil and Gas Operations Areas in the NW/4SW/4 and the SE/4SW/4 shall include the areas that are generally in the shape of a circle with a radius of 150 feet with a fifty foot buffer on one side of the circle as reflected on Exhibit 2. The Oil and Gas Operations Areas



in the NE/4SE/4; center of the SE/4; NW/4SE/4; SE/4SE/4; SW/4SE/4; NE/4SW/4; center of the SW/4 and the SW/4SW/4 shall include the areas depicted on Exhibit 2.

d. The Oil Companies shall continue to have the right to drill one or more wells with attendant facilities within all Oil and Gas Operations Areas and to deepen, recomplate or twin any well that is drilled or has been drilled, as well as to drill directional and horizontal wells that produce from and drain the Property or lands other than the Property.

e. The Oil Companies shall also have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities within the Oil and Gas Operations Areas.

f. Surface Owners shall not plat surface property lines or install or construct fences, roadways, trees, bushes or any other permanent improvements within the Oil and Gas Operations Areas or the flowlines, consolidation line easements or pipeline easements identified herein, and, except as provided in section 12 with respect to temporary improvements, no temporary or permanent building or other structure or improvement shall be located by Surface Owners within the Oil and Gas Operations Areas or the flowlines, consolidation line easements and pipeline easements. The Oil and Gas Operations Areas shall be for the exclusive use of oil and gas operations and production and for the location of oil and gas wells and associated oil field drilling and production equipment.

2. Production Facility Locations.

a. The Oil Companies agree that they shall locate oil and gas drilling and production equipment and facilities, including tank batteries, only within the Oil and Gas Operations Areas and the three locations identified on Exhibit 2 as Production Facility Locations, which are generally: i) in the southwest corner of the NE/4; ii) near the center of the SW/4SW/4; and iii) in the corner of the SE/4SE/4 and hereinafter referred to collectively or individually, as the case may be, as the "Production Facility Location" or the "Production Facility Locations."

b. Each Production Facility Location shall include the area reflected on Exhibit 2.

c. The terms in section 1.f. above shall also apply to the Production Facility Locations.

3. Access to Oil and Gas Operations Areas.

a. Surface Owners understand and acknowledge that the Oil Companies shall continue to have the right to use the access routes that they are currently using for the Oil and Gas Operations Areas that include the Existing Wells until such time as Surface Owners construct the access roads that are identified on Exhibit 2 as access to such areas.

b. Access to the Oil and Gas Operations Areas where there are no Existing Wells and access to the Oil and Gas Operations Areas where there are Existing Wells shall be at the



locations identified on Exhibit 2 after such time as the particular access road has been constructed.

c. Access may be changed by mutual agreement of Surface Owners and the appropriate Oil Company or Oil Companies; provided however, all costs and expense of such relocations shall be borne by the party that requests them.

d. Surface Owners shall provide access routes to all Oil and Gas Operations Areas continuously and at all times. No party shall unreasonably interfere with the use by the other of an access road.

e. Prior to the construction of the permanent paved roads within the Property, Surface Owners shall have no obligation to pave or maintain the access routes that are used exclusively by the Oil Companies. At such time as Surface Owners construct the roads within all or pertinent portions of the Property, Surface Owners shall keep the portions of access roads jointly used by Surface Owners and the Oil Companies in good condition and repair until such roads are dedicated to a local jurisdiction; provided, however, if one of the Oil Companies causes damage to a portion of a road that is jointly used by the Oil Companies and Surface Owners and that was constructed to the specifications in section 3.f.(1), then the Oil Company or Oil Companies shall promptly repair any damage that is a direct result of their use of the road.

f. Construction and Width of Access Roads.

(1) Access roads or portions of access roads that are jointly used by the Oil Companies and Surface Owners shall be thirty (30) feet or more in width, and, when Surface Owners construct surface roads on the Property, Surface Owners shall construct or improve all paved or improved joint access roads so as to withstand the weight of oilfield equipment. Specifically, Surface Owners shall construct the roads so that they can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle.

(2) Access roads or portions of access roads that are used exclusively by the Oil Companies shall be generally thirty (30) feet or more in width, and the Oil Companies shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations.

4. Pipelines, Flowlines and Pipeline Easements.

a. Flowlines and pipeline easements shall be at the locations identified on Exhibit 2.

b. Locations of pipelines, flowlines and such easements may be changed by mutual agreement of Surface Owners and the appropriate Oil Company or Oil Companies; provided, however, all costs and expenses of such relocations shall be borne by the party which requests the relocation. In the event that Surface Owners request the relocation of a pipeline or flowline, the applicable Oil Company shall provide Surface Owners with a written estimate of the relocation costs which Surface Owners shall thereafter promptly remit to the Oil Company. The



payment shall be adjusted up or down, based on actual costs, upon completion of the work and after an itemized statement is provided to Surface Owners.

c. Pipeline easements shall be fifty (50) feet in width during construction activities and thirty (30) feet in width for all operations, maintenance and transportation activities; provided, however, that:

(i) the pipeline that Kerr-McGee (or an affiliate) currently operates that crosses the SE/4 from the northwest of the SE/4 to the southeast of the SE/4 shall be twenty (20) feet wide to include a fifteen (15) foot wide portion that is vacant land and a five (5) foot wide portion that is right-of-way.

(ii) the existing KPK pipeline that runs generally along the northern quarter-section line lies within a recorded easement in the SW/4 and is not within any recorded easement in the SE/4. The portion of the easement in the SW/4 shall be vacated and a new thirty-five feet wide non-exclusive easement shall be granted by Surface Owners to KPK for the existing KPK pipeline (the "new KPK Easement."). The new KPK Easement includes within it the 20 foot wide existing sanitary sewer easement and an adjacent fifteen feet north of the sanitary sewer easement.

Flowline easements for KPK shall be twenty-five (25) feet in width for all operations. Flowline easements for Kerr-McGee and the Anadarko Entities shall be twenty (20) feet in width for all operations.

d. Except as provided in section 4.e. below, pipeline and flowline easements shall be for the exclusive use of oil and gas production operations; provided, however, the easements may be shared by the Oil Companies and their lessees, assignees of lessees and successors and assigns. Surface Owners shall not permit the construction of any temporary or permanent improvements, structures or facilities within the easement areas shown on Exhibit 2 that would interfere with the installation or maintenance of any flowlines or pipelines.

e. Surface Owners shall have the right to cross pipeline easements with roadways and other utilities; provided that, such crossing is made at an angle of not less than 60 degrees and not more than 90 degrees. Surface Owners shall also have the right to install and maintain easements that are both adjacent to, and within, the easements identified herein, for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however; i) any new underground facilities that travel along a pipeline easement identified herein shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline provided for herein; and iii) any overhead power lines shall be at least twenty (20) feet above the ground. Surface Owners agree that, and will notify each utility company that, except in cases of emergency, the Oil Companies must be contacted at least ten business days prior to commencement of any trenching or digging activities within ten feet of their easement area.



f. Surface Owners shall grant the pipeline easements reflected on Exhibit 2 (for production from the Property and/or other lands) to the Oil Companies at the time the Oil Companies request them and at no cost to them.

g. Kerr-McGee and KPK shall work with Surface Owners to relocate certain pipelines on the Property pursuant to terms and conditions included in separate pipeline relocation agreements to be negotiated between Surface Owners and Kerr-McGee and Surface Owners and KPK, as applicable.

h. Surface Owners will provide the Oil Companies with at least fourteen (14) days advance written notice before they begin to pave current and future streets and access routes, as applicable, in order to allow the Oil Companies to lay new flowlines, pipelines or consolidation lines that cross underneath the streets or access routes. If Surface Owners do not give the notice required herein, the Oil Companies may bore underneath the paved streets and access routes, such costs and expenses for the boring to be paid by Surface Owners.

5. Plats and Local Applications. Surface Owners shall identify the Oil and Gas Operations Areas, Production Facility Locations and all access routes and pipeline easements on their plats and in all applications for development they file with a local jurisdiction, and the plats shall include restrictions that no property line or temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within the Oil and Gas Operations Areas, Production Facility Locations or pipeline easements. Surface Owners shall record the plats in the Office of the Clerk and Recorder of Weld County and provide written evidence to the Oil Companies of the recording.

6. Waiver of Surface Damage Payments. Surface Owners hereby waive all surface damage payments and other such payments for the use of the Property or portions thereof pursuant to any current or future COGCC or local regulation, state statute, common law or prior agreement for each and every well and related wellsite that is or will be drilled and located within the Oil and Gas Operations Areas and for associated oil and gas equipment and facilities to be located within the Oil and Gas Operations Areas and the Production Facility Locations and for flowlines, access routes and pipeline easements. The Oil Companies or their lessees or their assignees may provide a copy of this Agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver.

7. Waiver of Setback Requirements. Surface Owners understand and acknowledge that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owners hereby waive all setback requirements in COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies, or their successors and/or assigns, to explore for and produce the oil and gas in accordance with this Agreement. Surface Owners understand that the Oil Companies may cite the waiver in this section 7 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

8. Governmental Proceedings.

a. Surface Owners Will Not Object. Surface Owners agree that they will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and hereby waive any such right to object. Surface Owners further agree that they will provide such other written approvals and waivers that are requested by an Oil Company and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location. Surface Owners waive any rights they have to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well. Surface Owners further consent to the location of multiple wells within an Oil and Gas Operations Area that are greater or less than fifty feet apart so long as all such wells are located within the Oil and Gas Operations Area.

b. Oil Companies Will Not Object. The Oil Companies agree that they will not object in any forum to a request by Surface Owners to annex, zone, rezone, plat or replat all or any portion of the Property to extent such request is consistent with this Agreement and the attached Exhibits.

9. Notices of Hearings. Surface Owners shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for consideration of a plat application or other land use application for the Property or portions of the Property to be held before a local jurisdiction.

10. Notice to Homeowners and Builders. Surface Owners shall furnish all builders and developers which purchase all or any portion of the Property and shall require all builders and developers to provide to each person or entity who proposes to enter into a contract to purchase a lot that is adjacent to, or any part of which is within, 350 feet from an Oil and Gas Operations Area or a Production Facility Location or a flowline or pipeline easement, with a plat that shows the locations of the Oil and Gas Operations Areas, Production Facility Locations and the flowlines and pipeline easements. In addition, Surface Owners shall provide written notice to all such purchasers that includes the following:

i. they are not purchasing and will not own any rights in the oil, gas and mineral estate in and to the Property;

ii. there may be ongoing oil and gas operations and production on the surface of the Property within the Oil and Gas Operations Areas, Production Facility Locations, pipelines and flowline easements and access routes;

iii. there are likely to be wells drilled and additional oil and gas production facilities constructed and installed within the Oil and Gas Operations Areas and/or the

Production Facility Locations and additional flowlines and pipelines constructed and maintained on the Property;

iv. heavy equipment will be used by the Oil Companies from time to time for oil and gas drilling and production operations, and such operations may be conducted on a 24-hour basis; and

v. homeowner associations and buyers of individual lots or homes will be subject to and burdened by all of the covenants and waivers made by Surface Owners in this Agreement, including, but not limited to those covenants and waivers; a) prohibiting the location of any temporary or permanent building, structure, or other improvement within the Oil and Gas Operation Areas and Production Facility Locations; b) waiving objections to the drilling of wells, the construction of facilities, and the conduct of oil and gas operations on the Property consistent with this Agreement; c) waiving surface damage payments; d) waiving objections to the setback requirements under the rules of the COGCC or any local jurisdiction; and e) granting the easements as described in this Agreement.

11. Notice of Oil and Gas Operations. The Oil Companies shall provide the applicable Surface Owners with notice of drilling operations and subsequent well operations in accordance with COGCC rules and regulations.

12. Impact Mitigation.

a. The Oil Companies will install their standard fences around areas that contain production equipment and use low profile tanks painted in earth tones with colors approved by the COGCC.

b. Subject to subsections 12.a., 12.c. and 12.d., Surface Owners shall bear all costs to install such noise and visual impact mitigation measures they desire or the local jurisdiction requires at or around the Oil and Gas Operations Areas and the Production Facility Locations that are in excess of or in addition to those measures that are required by COGCC regulations for areas that are not high density.

c. The operator of a well or facility shall have discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

d. Subject to section 12. e. with respect to the Oil and Gas Operations Area in which KPK operates an Existing Well and those Oil and Gas Operations Areas in which KPK has oil and gas leasehold interests, for Oil and Gas Operations Areas in which there are no Existing Wells, Surface Owners shall maintain such areas until such time as oil and gas operations are commenced within the Oil and Gas Operations Area. Surface Owners may install such landscaping and sprinkler system improvements around and within an Oil and Gas Operations Area where there is no well as it desires until such time as an Oil Company gives notice to Surface Owners that it intends to commence oil and gas operations within the Oil and Gas Operations Area. After the completion of drilling and completion operations, Surface Owners



may thereafter install such landscaping and sprinkler systems within and around the Oil and Gas Operations Area that do not interfere with oil and gas operations and with the consent of the applicable Oil Company, which consent shall not be unreasonably withheld.

e. For Oil and Gas Operations Areas in which KPK operates an Existing Well and in which KPK has oil and gas leasehold interests, Surface Owners shall not have the right to install or operate sprinkler systems or landscaping within such Oil and Gas Operations Areas; provided, however, Surface Owners may install such systems outside the Oil and Gas Operations Areas that circulate water within such Oil and Gas Operations Areas.

f. The Oil Companies shall have no liability, and Surface Owners hereby waive any and all claims for damages, for any and all injury to persons and damage to property, including landscaping, sprinkler systems and other temporary improvements that Surface Owners install within and around Oil and Gas Operations Areas and Production Facility Locations.

13. Compliance with Kerr-McGee's General Guidelines. Surface Owners acknowledge that they has received a copy of a document from Kerr-McGee titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipeline and Related Facilities" (Revision 3/01/2004) with which Surface Owners agree to comply.

14. Termination of Surface Owner's Agreement. Surface Owners and the Anadarko Entities shall terminate the Surface Owner's Agreement that covers a portion of the Property (to the extent it covers the Property) dated July 19, 1978 between Ranchero Development Corporation and Champlin Petroleum Company recorded January 8, 1979 in Book 856 at Reception No. 1777972 in the Weld County Clerk and Recorder's Office by the execution of the form of Termination of Surface Owner's Agreement attached to this Agreement as Exhibit 3, contemporaneously with the execution of this Agreement.

15. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between or among the Oil Companies. Nothing in this Agreement creates any leasehold rights or gives any mineral rights to an Oil Company where none exists. The liability of the Oil Companies to perform any obligation hereunder or to comply with any agreement included herein or with any state or local rule or regulation is individual and several and not joint or collective. This Agreement does not create a joint venture or partnership between or among the Oil Companies. The Anadarko entities shall in no event be liable for the acts or omissions of their lessees or farmoutees or the assignees or contractors and subcontractors of any of them.

16. Application to Oil and Gas Interests Owned by the Oil Company. This Agreement applies to each of the Oil Companies only to the extent that the particular Oil Company owns oil and gas interests or oil and gas leasehold interests in the Property.



Kerr-McGee Kerr-McGee Oil & Gas Onshore LP
1999 Broadway, Suite 3700
Denver, Colorado 80202

KPK: K.P. Kauffman Company, Inc.
1675 Broadway, Suite 2800
Denver, Colorado 80202

Surface Owners: Cottonwood Greens Inc.
Attention: Mariano C DeCola
790 Washington Street, Suite 1404
Denver, Colorado 80203

Any party may, by written notice as provided in this section, change the address of the individual to whom delivery of notices shall be made thereafter.

24. Incorporation by Reference. Exhibits 1, 2, and 3 are incorporated into this Agreement by this reference.

25. Entire Agreement. This Agreement sets forth the entire understanding among the parties and supersedes any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

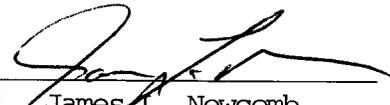
26. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the dates set forth in the acknowledgments, but to be effective on the date first above written.

K.P. KAUFFMAN COMPANY, INC.

ANADARKO E&P COMPANY LP

By: _____
Name: Gordon L. Allott
Its: Executive Vice President

By: 
Name: James L. Newcomb
Its: Attorney-in-Fact

GP
WCS
RAM

KERR-McGEE OIL & GAS ONSHORE LP

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: _____
Name: James L. Newcomb
Its: Attorney-in-Fact

GP
MWB
RAM

FORT LUPTON NORTH PROPERTIES LLC

By: _____
Name: _____
Title: _____

THE RANCH ESTATES

By: _____
Name: _____
Title: _____

AIMS I, LLC

By: _____
Name: _____
Title: _____

RENNOC CORPORATION

By: _____
Name: _____
Title: _____

THERMO-FARMS

By: _____
Name: _____
Title: _____



3455412 02/14/2007 01:45P Weld County, CO
13 of 36 R 181.00 D 0.00 Steve Moreno Clerk & Recorder

KERR-McGEE OIL & GAS ONSHORE
LP

By: _____
Name: Joseph H. Lorenzo TDE
Its: Attorney-in-Fact

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

FORT LUPTON NORTH PROPERTIES
LLC

By: _____
Name: _____
Title: _____

THE RANCH ESTATES

By: _____
Name: _____
Title: _____

AIMS I, LLC

By: _____
Name: _____
Title: _____

RENNOC CORPORATION

By: _____
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Title: _____

THERMO-FARMS

By: _____
Name: _____
Title: _____



3455412 02/14/2007 01:45P Weld County, CO
14 of 36 R 181.00 D 0.00 Steve Moreno Clerk & Recorder

KERR-McGEE OIL & GAS ONSHORE
LP

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

FORT LUPTON NORTH PROPERTIES
LLC

By: 
Name: Mariano Delgado
Title: Manager

THE RANCH ESTATES

By: _____
Name: _____
Title: _____

AIMS I, LLC

By: _____
Name: _____
Title: _____

RENNOC CORPORATION

By: _____
Name: _____
Title: _____

THERMO-FARMS

By: _____
Name: _____
Title: _____



3455412 02/14/2007 01:45P Weld County, CO
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KERR-McGEE OIL & GAS ONSHORE
LP

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

FORT LUPTON NORTH PROPERTIES
LLC

By: _____
Name: _____
Title: _____

THE RANCH ESTATES

By: *John J. Vandrover*
Name: JOHN J. VANDROVER
Title: Managing General Partner

AIMS I, LLC

By: _____
Name: _____
Title: _____

RENNOC CORPORATION

By: _____
Name: _____
Title: _____

THERMO-FARMS

By: _____
Name: _____
Title: _____



KERR-McGEE OIL & GAS ONSHORE
LP

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

FORT LUPTON NORTH PROPERTIES
LLC

By: _____
Name: _____
Title: _____

THE RANCH ESTATES

By: _____
Name: _____
Title: _____

AIMS I, LLC

By: *Josef Guettein*
Name: Josef Guettein
Title: Manager

RENNOC CORPORATION

By: _____
Name: _____
Title: _____

THERMO-FARMS

By: *Josef Guettein*
Name: Josef Guettein
Title: Manager



KERR-McGEE OIL & GAS ONSHORE LP

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

FORT LUPTON NORTH PROPERTIES LLC

By: _____
Name: _____
Title: _____

THE RANCH ESTATES

By: _____
Name: _____
Title: _____

AIMS I, LLC

By: _____
Name: _____
Title: _____

RENNOC CORPORATION

By: David C. Conner
Name: David C. Conner
Title: President

THERMO-FARMS

By: _____
Name: _____
Title: _____



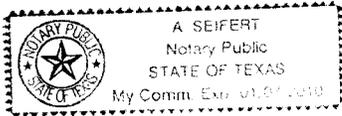
ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 7 day of November, 2006 by James L. Newcomb, as Attorney-in-Fact for ANADARKO E&P COMPANY LP.

Witness my hand and official seal.

My Commission expires: 1-7-2010



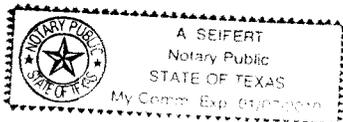
A Seifert
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 7 day of November, 2006 by James L. Newcomb as Attorney-in-Fact for ANADARKO LAND CORP.

Witness my hand and official seal.

My Commission expires: 1-7-2010



A Seifert
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006 by Gordon L. Allott as Executive Vice President for K.P. KAUFFMAN COMPANY, INC.

Witness my hand and official seal.

My Commission expires: _____

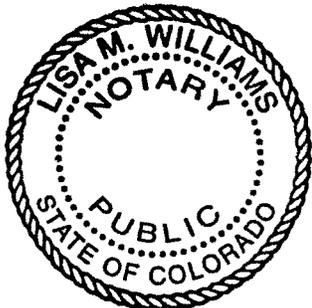
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of October, 2006 by Joseph H. Lorenzo, as Attorney-in-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: 3-15-2008



My Commission Expires 03/15/2008

Lisa M. Williams
Notary Public



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STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of September
2006 by Mariano DeCala as Manager for FORT
LUPTON NORTH PROPERTIES LLC.

Witness my hand and official seal.

My Commission expires: May 30, 2010



Trevas J Stark
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2006 by _____ as _____ for THE RANCH
ESTATES.

Witness my hand and official seal.

My Commission expires: _____

Notary Public



3455412 02/14/2007 01:45P Weld County, CO
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STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006 by _____ as _____ for FORT LUPTON NORTH PROPERTIES LLC.

Witness my hand and official seal.

My Commission expires: _____

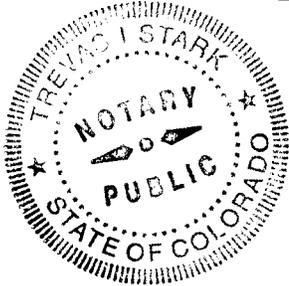
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Branford)

The foregoing instrument was acknowledged before me this 27th day of September 2006 by John J Vandevore as Managing & General Partner for THE RANCH ESTATES.

Witness my hand and official seal.

My Commission expires: May 30, 2010



Trevas J Stark
Notary Public



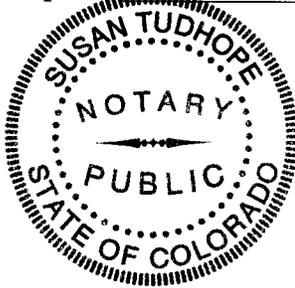
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STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of December,
2006 by Josef Gvetlein as Manager for AIMS I, LLC.

Witness my hand and official seal.

My Commission expires: _____ My Commission Expires 10/29/2007



Susan Tudhope
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2006 by _____ as _____ for RENNOC
CORPORATION.

Witness my hand and official seal.

My Commission expires: _____

Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2006 by _____ as _____ for AIMS I, LLC.

Witness my hand and official seal.

My Commission expires: _____

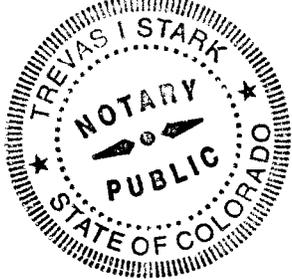
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 27th day of September
2006 by David Conner as President for RENNOC
CORPORATION.

Witness my hand and official seal.

My Commission expires: May 30, 2010



Trevas I Stark
Notary Public



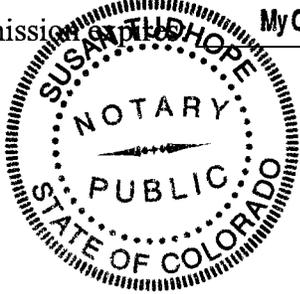
3455412 02/14/2007 01:45P Weld County, CO
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STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of December,
2006 by Josef Guetlein as Manager for THERMO-
FARMS.

Witness my hand and official seal.

My Commission Expires 10/29/2007



Susan Hope
Notary Public



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Exhibit 1
to
Surface Use Agreement
effective September 26, 2006
between and among Anadarko E&P Company LP, Anadarko Land Corp.,
K.P. Kauffman Company, Inc., Kerr-McGee Oil & Gas Onshore LP
and Fort Lupton North Properties LLC; The Ranch Estates; Aims I, LLC; Rennoc
Corporation and Thermo-Farms

See attached legal description
consisting of 2 pages



COTTONWOOD GREENS P.U.D. BOUNDARY

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 2 NORTH, RANGE 66 WEST, 6th PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33 WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S89°51'32"W A DISTANCE OF 2644.30 FEET;

THENCE N00°07'27"W, ALONG THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 33, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NINTH STREET AS DESCRIBED IN BOOK 48 AT PAGE 133 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°51'32"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NINTH STREET, A DISTANCE OF 1966.23 FEET TO A POINT ON THE CENTERLINE OF FULTON DITCH;

THENCE ALONG SAID CENTERLINE OF FULTON DITCH THE FOLLOWING SIX (6) COURSES:

1. N06°11'48"W A DISTANCE OF 151.28 FEET;
2. THENCE N20°43'10"W A DISTANCE OF 88.12 FEET;
3. THENCE N30°47'00"W A DISTANCE OF 240.23 FEET;
4. THENCE N11°34'33"W A DISTANCE OF 84.39 FEET;
5. THENCE N13°59'59"E A DISTANCE OF 78.29 FEET;
6. THENCE N31°26'01"E A DISTANCE OF 147.40 FEET TO A POINT ON THE CENTERLINE OF A LATERAL DITCH;

THENCE N86°25'26"W, ALONG SAID CENTERLINE, A DISTANCE OF 589.67 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE N00°09'06"W, ALONG SAID WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1850.19 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 3;

THENCE N89°58'58"E, ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2645.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 33;

THENCE N00°07'27"W, ALONG SAID NORTH-SOUTH CENTER OF SECTION LINE OF SECTION 33, A DISTANCE OF 1842.72 FEET TO A POINT ON THE CENTERLINE OF FULTON DITCH;

THENCE ALONG SAID CENTERLINE OF FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES:

1. S46°07'25"E A DISTANCE OF 161.55 FEET;
2. THENCE S26°34'05"E A DISTANCE OF 237.68 FEET;
3. THENCE S17°04'55"E A DISTANCE OF 155.48 FEET;
4. THENCE S56°15'25"E A DISTANCE OF 109.68 FEET;
5. THENCE S70°00'07"E A DISTANCE OF 122.26 FEET;
6. THENCE S45°23'07"E A DISTANCE OF 173.34 FEET;
7. THENCE S15°59'13"E A DISTANCE OF 92.72 FEET;
8. THENCE S09°12'24"W A DISTANCE OF 208.15 FEET;
9. THENCE S02°08'23"E A DISTANCE OF 360.18 FEET;
10. THENCE S11°11'43"E A DISTANCE OF 382.01 FEET;
11. THENCE S29°30'23"E A DISTANCE OF 84.81 FEET;

THENCE N89°59'33"E, DEPARTING SAID CENTERLINE OF FULTON DITCH, A DISTANCE OF 1452.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 31;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 31 THE FOLLOWING TWO (2) COURSES:

1. S11°08'18"E, TANGENT WITH THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 1800.31 FEET;



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2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, NON-TANGENT WITH THE FOLLOWING DESCRIBED LINE, HAVING A CENTRAL ANGLE OF 07°24'43", A RDIUS OF 3789.72 FEET, A CHORD BEARING S07°25'57"E A DISTANCE OF 489.91 FEET AND AN ARC LENGTH OF 490.25 FEET;

THENCE S89°41'17"E A DISTANCE OF 828.49 FEET;

THENCE S00°08'31"E A DISTANCE OF 418.64 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NINTH STREET;

THENCE S89°41'17"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NINTH STREET, A DISTANCE OF 1748.39 FEET TO THE POINT OF BEGINNING;

SAID COTTONWOOD GREENS P.U.D. CONTAINS 308.154 ACRES MORE OR LESS.



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Exhibit 2
to
Surface Use Agreement
effective September 26, 2006
between and among Anadarko E&P Company LP, Anadarko Land Corp.,
K.P. Kauffman Company, Inc., Kerr-McGee Oil & Gas Onshore LP
and Fort Lupton North Properties LLC; The Ranch Estates; Aims I, LLC; Rennoc
Corporation and Thermo-Farms

(See next page)

Exhibit 3
to
Surface Use Agreement
effective September 26, 2006
between and among Anadarko E & P Company LP, Anadarko Land Corp.,
K.P. Kauffman Company, Inc., Kerr-McGee Oil & Gas Onshore LP
and Fort Lupton North Properties LLC; The Ranch Estates; Aims I, LLC; Rennoc
Corporation and Thermo-Farms

TERMINATION OF SURFACE OWNER'S AGREEMENT

THIS TERMINATION OF SURFACE OWNER'S AGREEMENT ("Agreement") is effective this ____ day of _____, 2006, by and among ANADARKO E&P COMPANY LP, formerly known as Union Pacific Resources Company and Champlin Petroleum Company ("Anadarko E&P"), ANADARKO LAND CORP., formerly known as Union Pacific Land Resources Corporation ("Anadarko Land"), and FORT LUPTON NORTH PROPERTIES LLC ("Fort Lupton"); AIMS I, LLC ("Aims"); RENNOC CORPORATION ("Rennoc") and THERMO-FARMS ("Farms") (Fort Lupton, Aims, Rennoc and Farms are hereinafter referred to collectively as the "Surface Owners").

A. Surface Owners own the surface estate for property located in Weld County, Colorado, in the SE/4 and the SW/4NE/4 of Section 33, Township 2 North, Range 66 West, which is hereinafter referred to as the "Property" and specifically described in Exhibit A.

B. Champlin Petroleum Company and Ranchero Development Corporation entered into a Surface Owner's Agreement dated July 19, 1978 and recorded January 8, 1979 in Book 856 at Reception No. 1777972 in the Office of the Clerk and Recorder of Weld County (the "Surface Owner's Agreement").

C. Pursuant to that certain Surface Use Agreement (so called herein) dated _____, among Anadarko E&P, Anadarko Land, and Surface Owners and others, Anadarko E&P, Anadarko Land and Surface Owners have agreed to terminate the Surface Owner's Agreement to the extent it covers the Property.

D. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together of which shall constitute one and the same instrument.



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NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement and the Surface Use Agreement, including in the recitals, the parties agree that the Surface Owner's Agreement is terminated to the extent it covers the Property and of no further force and effect as of the effective date of this Agreement.

FORT LUPTON NORTH PROPERTIES
LLC

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

AIMS I, LLC

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THERMO-FARMS

RENNOC CORPORATION

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day
of _____, 2006, by _____ as
_____ for ANADARKO E&P COMPANY LP.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2006, by _____ as
_____ for ANADARKO LAND CORP.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____ as _____ for FORT LUPTON NORTH PROPERTIES LLC.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____ as _____ for AIMS I, LLC.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____ as _____ for RENNOC CORPORATION.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____ as _____ for THERMO-FARMS.

My Commission expires: _____

Witness my hand and official seal.

Notary Public



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EXHIBIT A

to

Termination of Surface Owner's Agreement

effective _____, 2006

**between and among Anadarko E&P Company LP, Anadarko Land Corp.
and Fort Lupton North Properties LLC; Aims I, LLC; Rennoc Corporation and
Thermo-Farms**

See attached legal description consisting of 1 page



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A PARCEL OF LAND LOCATED IN EAST HALF OF SECTION 33, T2N, R66W OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33 WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S89°51'32"W, 2644.30 FEET AND BEING THE BASIS FOR ALL BEARINGS CONTAINED HEREIN; THENCE N00°07'27"W, 30.00 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33, TO THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 14 (NINTH STREET) AS DESCRIBED IN THE ORDER OF THE BOARD OF COUNTY COMMISSIONERS RECORDED JANUARY 16, 1886 IN BOOK 48 AT PAGE 133 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, BEING ALSO THE POINT OF BEGINNING;

THENCE CONTINUING N00°07'27"W, 2606.53 FEET ALONG SAID NORTH-SOUTH CENTERLINE OF SECTION 33, TO THE CENTER QUARTER CORNER OF SAID SECTION 33;

THENCE CONTINUING N00°07'27"W, 1842.72 FEET ALONG SAID NORTH-SOUTH CENTERLINE OF SECTION 33, TO THE APPROXIMATE CENTERLINE OF FULTON DITCH;

THENCE SOUTHERLY ALONG SAID APPROXIMATE CENTERLINE OF FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES:

- 1) S46°07'25"E, 161.55 FEET;
- 2) S26°34'05"E, 237.68 FEET;
- 3) S17°04'55"E, 155.48 FEET;
- 4) S56°15'25"E, 109.68 FEET;
- 5) S74°00'07"E, 122.26 FEET;
- 6) S45°23'07"E, 173.34 FEET;
- 7) S15°59'13"E, 92.72 FEET;
- 8) S09°12'24"W, 208.15 FEET;
- 9) S02°08'23"E, 360.18 FEET;
- 10) S11°11'43"E, 382.01 FEET;
- 11) S29°30'23"E, 84.81 FEET TO A LINE WHICH IS 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE N89°59'33"E, 1452.12 FEET ALONG SAID PARALLEL LINE, TO THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 31 AS CONVEYED BY THE WARRANTY DEED RECORDED MAY 23, 1980 IN BOOK 904 AT RECEPTION NUMBER 1825841 IN SAID WELD COUNTY RECORDS;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- 1) S11°08'18"E, 1800.31 FEET TO A POINT OF CURVATURE;
- 2) 490.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°24'43", A RADIUS OF 3789.72 FEET, AND A CHORD WHICH BEARS S07°25'57"E, 489.90 FEET TO A NON-TANGENT COURSE BEING THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 1, MCPHERSON-CERETTO SUBDIVISION, A PLAT RECORDED SEPTEMBER 21, 2004 AT RECEPTION NUMBER 3220873 IN SAID WELD COUNTY RECORDS;

THENCE N89°41'17"W, 828.49 FEET ALONG SAID EASTERLY EXTENSION AND THE NORTHERLY LINE OF SAID LOT 1, AND THE NORTHERLY LINE OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED DECEMBER 13, 2004 AT RECEPTION NUMBER 3243249 IN SAID WELD COUNTY RECORDS TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE S00°08'24"E, 418.65 FEET ALONG THE WESTERLY LINE OF SAID PARCEL TO SAID NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 14 (NINTH STREET);

THENCE N89°41'17"W, 1748.38 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

CONTAINS 159.625 ACRES, MORE OR LESS.