

SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement") is dated and made effective this 7th day of August, 2007, and is between Kerr-McGee Oil & Gas Onshore LP ("KMG") with an address of 1999 Broadway, Suite 3700, Denver, CO 80202 and the Platte Sand and Gravel, LLC together with The Platte Trust ("Owner") both of such parties being hereafter referred to as ("Gravel Company") with an address of 1547 Turner Road, Colorado Springs, CO 80920.

WHEREAS, Gravel Company is the currently the holder of a Reclamation Permit Number M2000158 from the state of Colorado (Colorado Division of Reclamation, Mining and Safety) allowing for a sand, gravel and aggregate mining operation covering that certain tract of land located in Weld County, Colorado more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, Owner is the fee owner of the Property and of the Surface ownership of the Property, is subject to the rights of the oil and gas mineral leasehold estate, a portion of which is now owned by KMG; and

WHEREAS, the mined out Property is to be reclaimed for use as a water storage reservoir and recreation purposes; and

WHEREAS, KMG currently operates thirty-five (35) wells on the Property (the "Existing Wells"), which are generally located throughout the Property and has the right to develop its oil and gas leasehold estate by drilling additional directional or twin wells (the "Future Wells" next to Existing Wells, the "Wells") on the Property; provided, any future vertical wells will only be drilled in areas where no gravel mining is to occur; and

WHEREAS, this Agreement sets forth the parties' rights and obligations regarding the relationship between the development of the Property by the Gravel Company and KMG's operation and development of its oil and gas leasehold estate underlying the Property, such rights and obligations to be binding upon the parties' successors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AREAS RESERVED FOR THE EXISTING WELLS AND FUTURE WELLS;
WELL LOCATIONS.

Gravel Company shall set aside and provide to KMG that portion of the Property hereinafter referred to as the, "Oil and Gas Operations Areas", such areas being depicted on Exhibit A attached hereto. The Oil and Gas Operations Areas are to be made available to KMG in their present condition for any operations conducted by KMG in connection with any Well, including, but not limited to, drilling and production activities, workovers, well deepening, re-completions, fracturing and replacement wells. All Wells will be limited to the Oil and Gas

Operations Areas shown on Exhibit A, unless this Agreement is amended by consent of Gravel Company and KMG. Except for the Oil and Gas Operations Areas, and the access roads and Petroleum Pipeline Easements (as defined below) as provided in this Agreement, KMG shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, for which KMG shall be strictly and solely responsible for any damages that may occur to the Property.

KMG shall have the right to drill Future horizontal or twin Wells within the Oil and Gas Operations Areas, including horizontal and twin wells that produce from and drain the Property and/or lands other than the Property. As part of the consideration for this Agreement, Gravel Company hereby waives its right to, and covenants that it shall not protest or object to any such exception location or application for same by KMG. KMG shall not otherwise have the right to drill new wells on the Property. The wellhead location for any Future Well drilled from the Oil and Gas Operations Area shall not be closer than two hundred feet (200') from the edge of the Oil and Gas Operations Area. In no event shall Gravel Company stockpile mined materials within a radius of one hundred fifty feet (150') of any Existing Wells.

2. EXTRACTION IN VICINITY OF OIL AND GAS OPERATIONS AREAS; SETBACK REQUIREMENTS.

Gravel Company reserves the option to mine the gravel within each of the Oil and Gas Operations Areas in accordance with the terms of this Agreement. In the event that Gravel Company elects to mine the gravel in an Oil and Gas Operations Area, Gravel Company shall notify KMG in writing sixty (60) days prior to commencing mining operations within the Oil and Gas Operations Areas and shall first place temporary concrete barriers around the Existing Wells as directed by KMG prior to commencing any mining operations on the Property. Gravel Company shall conduct its mining operations in the Oil and Gas Operations Areas as quickly as reasonably practicable. Gravel Company shall conduct its mining within the Oil and Gas Operations Area in accordance with rules and regulations promulgated by the State of Colorado Division of Minerals and Geology by excavating pie shaped wedges of gravel and aggregate and thereafter backfilling and compacting the area with overburden or other suitable material prior to excavating the next pie shaped area; provided, however, that in no event shall Gravel Company mine within ninety feet (90') of any Existing Well or Production Facilities and provided further that in no event shall more than one quarter circle segment of the pie shape be excavated at any one time. Excavation in the Oil and Gas Operations Areas will be coordinated with KMG in a mutually acceptable manner so as to avoid conflict with KMG's oil and gas operations and to ensure there is an appropriate safety plan and interim emergency procedures. Gravel Company will bear all costs associated with the mining operation, including permanent or temporary rerouting and replacement of access roads, and flowlines and utility lines in order to prevent unnecessary interruption of production from any affected Well. In addition, Gravel Company and its successor and assigns shall indemnify and hold the KMG harmless from any and all damage, loss and liability, including attorney's fees, incurred as a result of Gravel Company's operations in an Oil and Gas Operations Area.

Gravel Company will not locate any lot line, building, or structure within any permanent Oil and Gas Operations Area., but nothing herein contained in this Agreement or elsewhere shall prevent Gravel Company from locating structures within an area that has been

permanently abandoned by KMG, its successors or assigns. Gravel Company understands and acknowledges 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. In order to give full effect to the purposes of this Agreement, Gravel Company hereby waives its right to object to the location of any of KMG's existing facilities and those to be located in the future in the Oil and Gas Operations Area on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time. Gravel Company further and similarly waives its right to object 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 KMG, its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement. KMG or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body having jurisdiction. Gravel Company agrees not to object to the use of the surface in the Oil and Gas Operations Areas so long as such use is consistent with this Agreement and Gravel Company will provide KMG or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

3. GATHERING LINES AND FLOWLINES.

Subject to the limitations hereinafter described, KMG has a continuing right and entitlement to own, operate, maintain, repair and replace all existing and future flowlines, gathering lines and other pipelines that may be necessary or convenient to its operations on the Property ("Pipelines"). The construction and burying of additional Pipelines shall be at the sole cost and expense of KMG or its gas purchaser. Within sixty (60) days after completing installation of any such Pipelines on the Property, KMG, at its sole cost, will provide Gravel Company with a copy of its records, if any, showing the physical location of such Pipelines

Although this Agreement is intended to confine the placement of the Pipelines to certain specified locations within the Property, nothing herein shall be construed as a limitation on KMG's ultimate right to make all necessary well connections to any Existing or Future Well. Specific locations have been designated on Exhibit A for the location of the Pipelines ("Petroleum Pipeline Easements"). The Petroleum Pipeline Easement shall be fifty feet (50') in width during construction, installation or relocation operations and otherwise reduced to thirty feet (30') in width for post-construction usage.

Gravel Company's development plans anticipate that roadways will cross over Existing and Future Pipelines. Gravel Company agrees to abide by the General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr McGee Rocky Mountain Corporation Pipelines and Related Facilities revised 3-2004. In particular, Gravel Company shall maintain a minimum of forty-eight inches (48") and not more than seventy-two inches (72") of cover over all Pipelines during any of Gravel Company's operations on the Property. KMG may install and maintain markers on its Petroleum Pipeline Easement. KMG shall mark its flowlines at all locations reasonably requested by Gravel Company.

Gravel Company will not allow any extraction to occur, commencing at the surface of the original ground, closer than twenty five feet (25') from any Pipeline of KMG unless a soils

stability report prepared by an engineer licensed in the state of Colorado indicates that a lesser set back will be adequate for preservation of the integrity of said pipeline and provided that upon completion of such extraction. Gravel Company shall back fill and level the area within twenty five feet (25') from any Pipeline. Notwithstanding anything herein to the contrary, in no event shall Gravel Company allow any extraction to occur, commencing at the surface of the original ground, closer than fifteen feet (15') from any Pipeline without KMG's prior written approval.

Gravel Company shall not allow any stockpile of soil to be placed over any Pipeline of KMG.

When crossing KMG Pipelines with heavy equipment, like earth moving equipment, Gravel Company will maintain a minimum of four feet (4') and a maximum of six feet (6') of dirt coverage, in addition to the existing cover over the pipeline. When crossing KMG pipelines with trucks and lighter equipment, Gravel Company will maintain a minimum of two feet (2') and a maximum of six feet (6') of dirt coverage, to the existing cover over the pipeline.

The depth of cover over the KMG Pipelines shall not be reduced or drainage over KMG's pipeline altered without KMG's written approval.

Any utility crossing must be a minimum of eighteen inches (18") vertical separation from KMG Pipelines. Parallel utilities must maintain a minimum of ten-foot (10') separation, unless KMG grants a lesser distance of separation which grant shall not be unreasonably withheld. It would not be unreasonable to withhold such consent due to reasonable safety or operational concerns. Gravel Company will request that all utility companies contact KMG prior to laying lines parallel to KMG pipelines.

Construction of any permanent structure within KMG's Petroleum Pipeline Easement is not permitted. Planting of trees and shrubs is not permitted on KMG's Petroleum Pipeline Easement.

4. ACCESS.

Gravel Company shall provide KMG with continuous access to all of the Oil and Gas Operations Areas and the Petroleum Pipeline Easement. The access roads to be used by KMG will either be those roads that currently are in place or those that are anticipated to be constructed by Gravel Company at its sole cost and expense as part of Gravel Company's development of the Property. KMG agrees to access the Property according to the routes depicted and described on the attached Exhibit A. Access to the Oil and Gas Operations Areas may be changed by mutual agreement of Gravel Company and KMG.

Gravel Company shall maintain and keep any access jointly used by Gravel Company and KMG in a condition and state of repair that serves the needs of Gravel Company. In the event such joint access roads need to be improved in order to serve the needs of KMG, the parties agree to coordinate any such improvements as may be required by KMG in order to conduct its operations, provided that any such improvements shall be at KMG's sole cost and expense.

Neither KMG, nor Gravel Company shall unreasonably interfere with the use by the other party of access roads.

Gravel Company agrees that it will not mine or extract any portion of the access roads set forth on Exhibit A or as mutually agreed to by the Parties without the written consent of KMG. Gravel Company agrees to post and enforce a ten (10) mile per hour speed limit along the stretch of access road that is jointly used by KMG and Gravel Company and shall install speed bumps along those stretches of road.

5. BATTERIES AND EQUIPMENT.

KMG shall have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and other equipment ("Production Facilities") reasonably appropriate for the operation and production of the Existing Well or the Future Well at the locations depicted on Exhibit A.

With respect to KMG's Production Facilities other than flowlines or pipelines:

a. KMG shall install and maintain, at its sole cost and expense, all fences around the Existing Well and any Future Wells in compliance with the Rules and Regulations of the COGCC;

b. KMG shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of any wells or facilities in the Oil and Gas Operations Areas. Such gates and locks shall be the standard gates and locks used by KMG;

c. KMG shall paint any production facilities for any Wells, including wellhead guards, with paint that is approved by the COGCC; and

d. Gravel Company shall not inhibit KMG's access to the Oil and Gas Operations Areas or inhibit KMG's operations within the Oil and Gas Operations Areas or in the vicinity of the Production Equipment by landscaping or other improvements, unless otherwise agreed upon between Gravel Company and KMG. Gravel Company shall place temporary concrete barriers around all Production Facilities as directed by KMG before any mining operations commence. In no event shall Gravel Company mine within ninety feet (90') of any Production Facilities or stockpile mined materials within a radius of fifty feet (50') of any Production Facilities.

6. NOTICE OF FUTURE OPERATIONS.

KMG shall provide at least seven (7) days prior written notice to Gravel Company of any operations in connection with the reworking, fracturing, deepening or re-completion operation on an Existing Well or Future Well; provided, however, that KMG shall provide at least thirty (30) days prior written notice to Gravel Company of the initial drilling of any Future Wells. Regardless of the foregoing notice requirements, KMG shall have immediate access to any of its facilities in the event of an emergency.

After receipt of the above notice, but not less than five (5) working days prior to KMG's mobilization on the applicable Oil and Gas Operations Areas, either KMG or Gravel Company may request an on-site meeting. The purpose of the meeting shall be to inform Gravel Company of the expected activity and to coordinate site access, hazards, barricades, restoration or any other issues that affect the use and safety of Gravel Company's development.

7. COMPLIANCE WITH SAFETY REGULATIONS.

KMG understands that Gravel Company's surface mining operations on the Property are subject to certain OSHA regulations. KMG agrees that while conducting operations on Property, it will comply with such reasonable OSHA requirements which Gravel Company notifies KMG are applicable to KMG's operations on the Property. KMG also agrees to inform its contractors and subcontractors about such requirement.

8. DRILLING AND COMPLETION OPERATIONS.

KMG shall endeavor to diligently pursue any drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Gravel Company waives any objections to continuous (i.e., 24-hour) drilling operations.

9. SHUT-IN OF WELLS.

In the event Gravel Company interferes with KMG's operations on the Property which result in KMG shutting-in or prevents KMG from repairing or returning to production one or more of the Wells, then Gravel Company shall pay to KMG as liquidated damages (actual damages being difficult to ascertain) (\$5,000) per day per Well for each day the Well(s) are not producing. Both parties agree that such amount is a reasonable estimate of actual damages which would be difficult to calculate with certainty. Gravel Company shall provide a bond in the amount of \$50,000 as security for payment of such liquidated damages. Such bond shall be in form and from bonding agents acceptable to KMG, shall name KMG as an obligee and shall expressly permit the KMG direct access to and recourse against the issuer of such bond. Copies of such bond shall be provided for KMG's approval not less than thirty (30) days prior to the commencement of mining on the Property.

10. GOVERNMENTAL PROCEEDINGS.

Neither party to this Agreement will oppose the other party to this Agreement in any agency or governmental proceedings, including but not limited to the COQCC, Weld County, the Division of Minerals and Geology, the Colorado Division of Reclamation, Mining and Safety or other governing body proceedings, related to each parties' operations on the Property, including but not limited to drilling, workovers, well deepenings and recompletions and sand and gravel operations, provided that each party's position in such proceedings is consistent with this Agreement.

11. DEVELOPMENT PLANS.

Gravel Company has provided herewith copies to KMG of its Mining Permit, and the engineering structural report prepared in connection with the Mining Permit (the "Plans"). KMG acknowledges receipt of said Plans and has no objections to said Plans as approved by the DMG.

This acceptance by KMG in no way waives KMG's rights in this Agreement or obligations of Gravel Company under the terms of this Agreement. Gravel Company acknowledges that KMG may conduct oil and gas activities within the applicable Oil and Gas Operations Areas as provided herein and shall not oppose KMG before any agency or governmental proceeding if such oil and gas activities are proposed and carried out in accordance with the terms of this Agreement.

12. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.

a. No party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other party for activities undertaken within the scope of this agreement;

b. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 13 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each such party shall release, defend, indemnify and hold the other parties, their officers, directors, employees, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein;

c. Upon the assignment or conveyance of a party's entire interest in the Property, that party shall be released from its indemnification in Section 12.b. above, for all actions or occurrences happening after such assignment or conveyance.

13. ENVIRONMENTAL INDEMNITY.

The provisions of Section 12 above, except for Section 12.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 12.a. above:

a. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interest,

whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;

b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and

c. Environmental Indemnification. KMG shall protect, indemnify, and hold harmless Gravel Company, homeowners association and any lot owner who purchases a lot from Gravel Company from any Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise out of KMG's ownership and operation of the Oil and Gas Operations Areas and its ownership and operation of its Petroleum Pipeline Easements or rights-of-way on the Property. Gravel Company shall fully protect, defend, indemnify and hold harmless KMG from any and all Environmental Claims relating to the Property that arise out of Gravel Company's development of the Property.

14. EXCLUSION FROM INDEMNITIES.

The indemnities of the parties herein shall not cover or include any amounts which the indemnified party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

15. NOTICE OF CLAIM FOR INDEMNIFICATION.

If a Claim is asserted against a party for which the other party would be liable under the provisions of Section 12 or 13 above, it is a condition precedent to the indemnifying party's obligations hereunder that the indemnified party give the indemnifying party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified party, including a copy of the Claim (if it is a written Claim). The indemnified party shall make a good faith effort to notify the indemnifying party within five days of receipt of a Claim and shall affect such notice in all events within such time as will allow the indemnifying party to defend against such Claim.

16. REPRESENTATIONS.

Each party represents that it has the full right and authority to enter into this Agreement. KMG does not represent that it has rights to settle matters for all of the mineral owners or any other lessees in the Property and this Agreement shall only apply to and bind the KMG leasehold interest in the property.

17. SUCCESSORS.

The terms, covenants, and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns; provided, as to KMG, successors and assigns shall be deemed to be limited to lessees under the oil and gas leases which KMG owns.

18. TERM.

This Agreement shall become effective when it is fully executed and shall remain in full force and effect until the earlier to occur of the following: (a) KMG's leasehold estate expires or is terminated, and KMG has plugged and abandoned all wells and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and existing laws and regulations or (b) Gravel Company's sand, gravel and aggregate mining lease expires or is terminated and Gravel Company has complied with the requirements of its mining lease and Mining Permit pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the lease, Mining Permit and existing laws and regulations. When this Agreement ceases to be in full force and effect, the Parties shall execute any and all releases necessary to evidence the fact that this Agreement shall no longer apply to the Property.

19. NOTICES.

Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in U.S. Mail, certified mail, return receipt requested, postage prepaid, addressed to each of the following:

If to KMG:

Kerr-McGee Oil & Gas Onshore LP
1999 Broadway, Suite 3700
Denver, Colorado 80202
Attention: Director of Land Denver Basin

If to Gravel Company:

Platte Sand and Gravel, LLC
The Platte Trust
1547 Turner Road
Colorado Springs, Colorado 80920
Attention: Roxanne Vaughn

With a copy to:

F. L. Ginsberg
Attorney at Law
P. O. Box 697
Parker, Colorado 80134

Any party may by written notice so delivered to the other parties change the address or individually to which delivery shall thereafter be made.

20. RECORDING.

This Agreement, any amendment hereto shall be recorded by KMG, which shall provide the other parties with a copy showing the recording information as soon as practicable thereafter.

21. SURFACE DAMAGES.

Gravel Company hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, for each and every well that is drilled within the Oil and Gas Operations Areas and for any access road, flowline, or pipelines constructed on the Property. KMG may provide a copy of this Agreement to the COGCC as evidence of this waiver. With respect to Future Wells and access roads, flowlines, or pipelines constructed on the Property, KMG will drill and construct the same taking into account the approved mining plan of Owner as long as such plan is consistent with the terms of this Agreement regarding the oil and gas operations of KMG.

22. MEDIATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be first submitted to mediation with the Judicial Arbiter Group in Denver, Colorado, each party to pay an equal share of the mediation costs. Any party may initiate mediation by serving the other party with a request to mediate. The mediator shall determine the procedure and rules that shall govern the mediation. The two parties shall within five (5) working days after the issuance of such notice select a mediator. If the parties cannot agree, the matter of selecting a mediator will be submitted to the Weld County, Colorado District Court with each party to pay one-half of all fees and costs associated therewith. If mediation fails after a period of thirty (30) calendar days from its inception, or sooner if an emergency issue is before the mediator and mediation is failing, either party may then bring an action in the Weld County, Colorado District Court to seek remedies at law or in equity. The court may award attorney's fees to the prevailing party. Each party declares the Weld County District Court shall the proper venue for any such action and submits in re persona and in rem to the jurisdiction of that court.

23. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

24. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding among the parties hereto regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement shall not be amended, except by written document signed by all parties.

25. EXECUTION AND BINDING EFFECT

This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument, and shall be binding upon and inure to the benefit of the parties, and each of their respective heirs, executors, administrators, successors and assigns and is executed by the parties as of the Effective Date set forth above.

The parties have executed this Agreement on the day and year first above written.

KERR-MCGEE OIL & GAS ONSHORE LP

By: 

Name: Mark R. Petry

Title: Attorney-in-Fact

PLATTE SAND AND GRAVEL, LLC

By: 

Name: Rocky Hoffschneider

Title: member

THE PLATTE TRUST

By: 

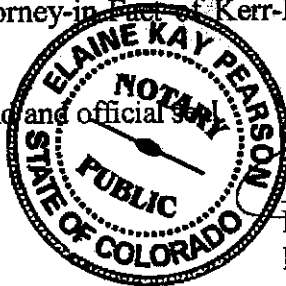
Name: Roxanne Vaughn

Title: trustee

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2007 by Mark R. Petry, as Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of such company.

Witness my hand and official seal



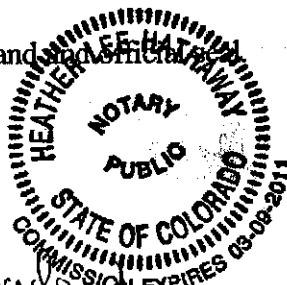
Notary Public

My Commission Expires: 6-22-10

STATE OF Colorado)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2007, by Rocky Hoffschneider as Member of Platte Sand and Gravel, LLC, on behalf of such company.

Witness my hand and official seal



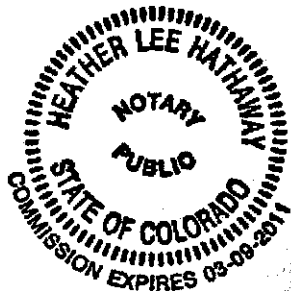
Notary Public

My Commission Expires: 03-09-2011

STATE OF Colorado)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2007, by Roxanne Vaughn as Trustee of The Platte Trust, on behalf of such trust.

Witness my hand and official seal.



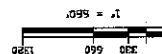
Notary Public

My Commission Expires: 03-09-2011

EXHIBIT A
To
Surface Use Agreement

WELL LIST

WELL NAME	SECTION	STATUS
WELL 1	SEC 26	ACTIVE
WELL 2	SEC 26	ABANDONED
WELL 3	SEC 26	ABANDONED
WELL 4	SEC 26	ABANDONED
WELL 5	SEC 26	ABANDONED
WELL 6	SEC 26	ABANDONED
WELL 7	SEC 26	ABANDONED
WELL 8	SEC 26	ABANDONED
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WELL 81	SEC 26	ABANDONED
WELL 82	SEC 26	ABANDONED
WELL 83	SEC 26	ABANDONED
WELL 84	SEC 26	ABANDONED
WELL 85	SEC 26	ABANDONED
WELL 86	SEC 26	ABANDONED
WELL 87	SEC 26	ABANDONED
WELL 88	SEC 26	ABANDONED
WELL 89	SEC 26	ABANDONED
WELL 90	SEC 26	ABANDONED
WELL 91	SEC 26	ABANDONED
WELL 92	SEC 26	ABANDONED
WELL 93	SEC 26	ABANDONED
WELL 94	SEC 26	ABANDONED
WELL 95	SEC 26	ABANDONED
WELL 96	SEC 26	ABANDONED
WELL 97	SEC 26	ABANDONED
WELL 98	SEC 26	ABANDONED
WELL 99	SEC 26	ABANDONED
WELL 100	SEC 26	ABANDONED

[illegible]

SECRET

SEC. 34

SEC 27