

**RIGHT OF WAY, PIPELINE EASEMENT AND SURFACE ACCESS
AGREEMENT FOR**

THIS AGREEMENT made and entered into this 25 day of June, 2008, by and between Paul R. Weitzel Sr., and Marilyn K. Barber, Trustees of the Ida A. Weitzel Family Trust, hereinafter designated as "Surface Owner" and New Frontier Energy, Inc, a Colorado corporation, hereinafter "New Frontier" or "Operator," with an address of 1789 West Littleton Boulevard, Littleton, CO 80120.

WITNESSETH

For and in consideration of the covenants and agreement herein contained, and other good and valuable consideration, the parties hereto AGREE AS FOLLOWS:

1. **Said Land.** The Surface owner owns the surface estate to the following described lands, hereinafter referred to as "Said Land" in Weld County, State of Colorado, to wit:

- Township 7 North, Range, 60 West of the 6th P.M.**
 - Section 3: N1/2, SW1/4, & SE1/4
 - Section 4: E1/2
 - Section 7: All
 - Section 8: Less 160.43 acre In the SW1/4 and the SE1/4
 - Section 9: All
 - Section 32: E1/2

2. **Right-of-Way.** That in order for Operator to enter, drill, complete, produce, and operate oil and/or gas well(s) and production facilities on Said Land, it is necessary that it cross and use certain property of Surface Owner, as provided for under the pertinent oil and gas lease(s), and the parties do hereby agree as to the damages, the right of entry, and surface use thereof. For and in consideration of the hereinafter specified amounts, Surface Owner hereby grants the Operator the right for itself, its agents, employees, and contractors, and their agents and employees, to enter upon the surface of Said Land for the purpose of conducting oil and gas exploration, drilling, production, and marketing activities. Owner agrees to Operator's use of access roads, gathering pipelines, and power lines across Lands for gathering of non-lease materials.

3. **Well Sites.** Operator has agreed to pay the sum of (\$3,000.00), per well drill site location as consideration for all damages associated with construction, maintenance, and use of such location for drilling, completion, and production activities. Operator has agreed that no well site shall exceed three (3) acres in size. In regards to the protection of the ground water; casing will be installed to a depth of 600 feet. In the event that a well is completed as a well capable of producing oil and/or gas in commercial quantities, Operator shall have the right to install tank batteries, compressor stations, oil and gas flow lines, pipelines, and any facilities necessary for the production, storage, disposal, transportation, and marketing of gas, water, and/or oil from said location. This shall include the right of Operator to install a central production facility, which may have off-lease gas, water, and/or oil to a downstream point. Water shall not be taken off of leased lands for use.

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4. **Facility Sites.** For lands not previously used as a well drill site location, Operator has agreed to pay (\$3,000.00), as consideration for all damages associated with the construction, maintenance, and use of any production, injection, storage, transportation, and/or marketing facility, to be constructed on Said Lands. Operator agrees that no facility site shall exceed three (3) acres in size. Production and/or marketing facilities shall include but shall not be limited to tank batteries, compressor stations, gas processing facilities, gas, water, and oil flow lines, and any facilities necessary for the production, storage, disposal, transportation, and marketing of gas, water, and/or oil. This shall include the right of Operator to install a central production facility, which may have off-lease gas, water, and/or oil. This shall include the right of Operator to install a central production facility, which may have off lease gas, water, and/or oil delivered to such location as a central point for transmitting to a downstream point. Water shall not be taken off leased lands for use. Operator also agrees to a three (3) year renewable payment. This payment shall be renewed every three (3) years until at such time facility site is no longer in use at which time the land will be restored as close as possible to its original condition.

5. **Access Roads.** Operator has agreed to pay the sum of ten dollars (\$10.00) per rod as consideration for the construction, maintenance, and use of any new roads and rights-of-way necessary for access to any new location utilized in connection with Operator's drilling, production, or other activities allowed hereunder on Said Land. Said roads shall not exceed forty feet (40') in width. Any new roads shall be limited to twenty-two feet (22') in width for the actually traveled roadbed.

6. **Pipelines and Power lines.** Operator has agreed to pay the sum of six dollars (6.00) per rod as consideration for a right-of-way and perpetual easement to lay, install, maintain, operate, replace, protect, repair, relocate, change, and remove one or more of the pipelines, power lines, flow lines, and any appurtenances useful and incident to the operation and protection thereof, for the transportation of oil, gas, water, or any other like or unlike substances which may be moved by and through a pipeline(s), and/or flow line(s), and appurtenances thereto, on over and through Said Land. Said Easement shall not exceed fifty feet (50') in width without the express written consent of Surface Owner, and Operator agrees to bury all pipe to a minimum depth of thirty six inches (36") whenever reasonably practical to do so and to restore the surface as nearly as possible to its condition prior to the laying of the line or lines. Operator agrees that the pipeline right-of-way shall be located in or adjacent to the access road right-of-way as defined in Paragraph 5 herein unless otherwise agreed to in writing between both parties hereto. In order to provide public notice of the existence of a pipeline, upon the request of the Operator, Surface Owner agrees to execute a formal "Pipeline Right of Way Grant" to be recorded in said county.

7. **Existing Well Pads and Access Roads.** No existing well pads and/or access roads currently on Said Lands.

8. **Cattle Guards and Gates.** The Operator shall construct cattle guards at all places where Operator requires access through Surface Owner's fences. Stock gates shall be constructed if the movement of livestock will be interfered with.



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9. **Weeds and Debris.** Operator agrees to keep the roads, locations, and other areas utilized for its purposes, free from weeds, debris, and litter and will properly maintain such areas in such a manner as to minimize interference with the Surface Owners normal use of contiguous lands.

10. **Mud Pits.** Upon the conclusion of drilling operations by Operator on a location on Said Land, Operator will dispose of any trash and debris and will fill and level the mud pits and return Said Land to it original condition as nearly as is practicable within a reasonable and customary period of time. During its clean-up of the mud return pit, Operator shall be allowed to let water in said pit evaporate and further, Operator shall be allowed to use the entire drilling pad in its operation to reclaim said pit.

11. **Notice.** Operator agrees that prior to drilling any well or constructing any production and/or marketing facility on Said Land, it will first consult with Surface Owner in order to minimize inference with Surface Owner's normal use of Said Land.

12. **Dogs and Firearms.** Operator agrees that no dogs, firearms, or hunting will be allowed on the property covered by this Agreement without the express written consent of the Surface Owner and that Operator will notify all of its contractors, agents, and employees of this restriction. All workers shall be restricted to drill sites and shall not in any way use lands for recreational use without the express written consent of the landowner or landowners.

13. **Release.** The compensation provided herein to be paid by Operator to Surface Owner shall release and discharge Operator, its agents, and employees from all claims, losses, demands, and causes of action for damage to land, loss of and damage to crops, and the use of land, hereafter arising as a result of Operator's drilling, producing and marketing operations on Said Land, except such damages or losses which are caused by the negligence of Operator, its agents, and employees. In addition, Operator will compensate Surface Owner for any "unusual" damages such oil or salt-water spills and loss of livestock on Surface Owner's property as a result of operations by Operator, its agents, or employees. All livestock lost, injured, or killed as a result of Operator's activities on Surface Owner's lands shall be paid for at market prices. Autopsies shall be required in the event Operator cannot substantiate the cause of death by observation. Cost of autopsy to be paid by Operator only if the autopsy indicates Operator was directly at fault for the loss of the livestock.

14. **Indemnity.** Operator shall, and hereby expressly agrees to defend, indemnify, and hold Surface Owner, its subsidiaries, and affiliates, its successors, assigns, employees, and agents, harmless from and against any and all loss, expense, liens, claims, demands, and causes of action of every kind and character (including those of the parties, their agents, and employees), for death, personal injury, property damage, or other liability, damage, fine, or penalty, including costs, attorney fees, and settlements arising out of or in connection with the operations of Operator and associated work performed by Operator pursuant to this Agreement, by any act or omission of Operator or any of its subcontractors, agents, employees, invitees, or licensees.

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15. Law. This agreement shall be governed and construed in accordance with the laws of the State of @.

16. Assignment. This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors, and assigns. Any sale by Surface Owner of his interest in Said Land shall be made subject to the terms and conditions of this Agreement.

17. Notification. Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, addressed to the party to which it is intended at the address set forth below for such party:

18. Costs, Expenses, and Fees – Disputes and Litigation. If any dispute arises between Surface Owner and Operator (the “Parties” or “Party”) concerning the enforcement of or declaration of any right or obligation under this Agreement or if any litigation is commenced between the Parties for the enforcement of or declaration of any right or obligation under this Agreement, then the prevailing Party shall be entitled to receive from the non-prevailing Party any and all of the costs, expenses, and fees incurred by the prevailing Party in connection with such dispute or litigation between Parties, including, without limitation, attorneys’ and consultants’ costs, expenses, and fees.

This provision for costs, expenses, and fees incurred in any litigation between the Parties (including, without limitation, attorneys’ and consultants’ costs, expenses, and fees) shall be read and understood to mean that the prevailing Party on any appeal is to receive from the non-prevailing party in connection with such appeal, including, without limitation, attorneys’ and consultants’ costs, expenses, and fees.

Absent litigation, the prevailing Party shall be deemed to be the Party whose position was most nearly adopted in the settlement of the dispute.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS, THE
SAY AND YEAR FIRST ABOVE WRITTEN.

Handwritten initials and signature

Surface Owner:

Weitzel Family Trust
Paul R. Weitzel and Marilyn Barber, Trustees
440 Walnut Ave.
Eaton, CO. 80615

Operator:
New Frontier Energy, Inc.
1789 W. Littleton Blvd.
Littleton, CO. 80120

By: Paul R. Weitzel Jr. Trustee
Paul R. Weitzel, Trustee

By: _____
Paul G. Laird, President

By: Marilyn K. Barber Trustee
Marilyn K. Barber, Trustee

State Of Colorado)
 : ss
County of Weld)

The foregoing instrument was acknowledged before me on this 25th day of June, 2008 by Paul R. Weitzel and Marilyn K. Barber, Trustees of the Ida A Weitzel Family Trust on behalf of the Trust.

Shelly R. Stewart

My Commission Expires October 25, 2009
My Commission Expires _____

