

EASEMENT
and
SURFACE USE AGREEMENT

R2281670

This Easement and Surface Use Agreement ("Agreement") is entered into this 29th day of February, 1992, by and between Delbert E. Love and Paulette J. Love, husband and wife, whose address is 16365 Weld County Road #32, Platteville, Colorado 80651, ("Surface Owner") and ELK EXPLORATION, INC., a California corporation ("Elk"), with offices at 3807 Carson Avenue, Evans, Colorado 80620, covering certain lands, (the "Lands") situated in Weld County, Colorado, described as follows:

Township 3 North, Range 66 West, 6th P.M.
Section 14: SW/4

For and in consideration of the sum of ten dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree to the terms and provisions set forth as follows:

1. Compensation for Well; Release of All Claims

Elk shall pay to Surface Owner the sum as set forth and agreed to in that Letter Agreement by and between Surface Owner and Elk, dated February 27, 1992, as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature and/or character caused by Elk to the value of the real estate, growing crops or livestock thereon including, but not limited to, all surface use, access, surface damages, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering line, flowlines and any and all other reasonable and customary uses of land as a result of drilling and completion operations and continuing activities for the production of oil and gas.

2. Grant of Right of Way and Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to Elk an easement and right of way for the purpose of constructing, using and maintaining access roads, location for surface equipment and subsurface gathering lines for each well drilled upon the Lands for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil and/or gas is produced or capable of being produced from any well drilled on the leased premises.

3. Grant of Pipeline and Right of Way Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to Elk an easement and right of way on, under, over, and through the Lands for the purpose of constructing, using and maintaining a pipeline or pipelines for the transportation of oil, gas, associated products or other substances produced in connection with Elk's oil and gas operations in and on the Lands and from outside the Lands.

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and/or assigns of the undersigned.

Executed this 29th day of February, 1992.

Delbert E. Love
Delbert E. Love

Paulette J. Love
Paulette J. Love

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ACTIVE TOBIN# CO-S0006000

ATTEST

ELK EXPLORATION, INC.

By: [Signature]
Ronald B. Jacobs
Vice President, General Counsel

STATE OF Colorado)
COUNTY OF Weld) ss.

On this 29th day of February, 1992, before me personally appeared Delbert E. Love and Paulette J. Love, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal.

My Commission Expires:

JOHN KENNEDY
700 DENVER CLUB BUILDING
DENVER, COLORADO 80202

[Signature]
Notary Public

Address: _____

My Commission Expires:

8/3/94

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On this 17 day of ^{March} ~~February~~, 1992, before me personally appeared Ronald B. Jacobs, as Vice President, General Counsel, of Elk Exploration, Inc. a California corporation, to me personally known to be its Vice President, General Counsel and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Elk Exploration, Inc.

WITNESS my hand and official seal.

My Commission Expires:

[Signature]
20815092
OF COLO.

[Signature]
Notary Public

Address: 3807 Carson
Eden CO 80620