

SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement") is made and entered into this 17th day of December 2010, by and between Anheuser-Busch, Incorporated, whose address is One Busch Place, St. Louis, MO 63118 as "Owner" and Anadarko E&P Company LP, whose address is 1099 18th Street, Denver, CO 80202-1918, hereinafter "Anadarko."

In consideration of the covenants contained herein and the cash payments to be made pursuant to this Agreement, Owner hereby acknowledges Anadarko's rights of reasonable use, access and occupancy of the surface of the following described "Lands" located within Weld County, in the State of Colorado for the operations to be conducted pursuant to that certain oil and gas lease of even date by and between Owner and Anadarko (the "Lease"):

SEE ATTACHED EXHIBIT "A."

1. Anadarko will pay to Owner the consideration set forth below for reasonable use, access and occupancy of the surface of the Lands in pursuit of oil and gas exploration, development and production activities, including, among others, the drilling, completing, reworking, recompleting, operating, installing, maintaining, abandoning and reclaiming of its well(s) and the construction and maintenance of any associated pads, flowlines, pipelines, electrical lines, roads or associated facilities constructed or used in connection therewith conducted pursuant to the Lease (collectively referenced as "Operations"), as long as Operations continue on the Leased Lands. Neither the Lease nor this Agreement grant Anadarko any right of access or use of other land owned by Owner not subject to this Agreement.

Anadarko will reasonably maintain any road it builds or uses for its Operations, which shall include, but not be limited to controlling excessive moisture and flooding, along with winter snow removal. Owner and its lessees retain the right to use the surface of the Lands, including existing roads and those roads constructed by Anadarko; provided, however, that Owner and its lessees will not unreasonably interfere with the Operations of Anadarko on roads it constructs.

2. (a) Notwithstanding any provision of this Agreement, Anadarko may not take any action or make any use of the Lands that will cause Owner not to be in compliance with any permit held by or for the benefit of Owner with respect to the Lands or that would unreasonably interfere with any of Owner's operations. Prior to conducting any Operations on the Lands, Anadarko will consult with Owner as provided in subsection (b), below and also comply with the rules of the Colorado Oil and Gas Conservation Commission ("COGCC"). This Agreement grants Anadarko access to the Lands for the sole purpose of developing Owner's mineral interests subject to the Lease and lands pooled therewith pursuant to the Lease. Neither this Agreement nor the Lease provides access to the Lands for the purpose of developing water supply regardless of claimed ownership of that water.

(b) Anadarko may locate its Operations anywhere on the Lands provided such Operations do not unreasonably interfere with Owner's operations. Prior to conducting Operations on the Lands (with the exception of seismic survey operations which are expressly permitted), Anadarko shall consult with Owner as to the location of facilities that comprise its

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Operations, including but not limited to Oil and Gas Operations Areas (as defined below), roads, production facilities, power lines, pipelines and related facilities (collectively, the "Facilities"). Anadarko will use its best efforts and consider in good faith any feasible alternatives that may be proposed by Owner as to the location of such Operations, Facilities and the Oil and Gas Operations Areas during this consultation. Anadarko and Owner have determined that the general locations identified on the attached Exhibit B are feasible locations for Anadarko's Oil and Gas Operations Areas because they do not interfere with Owner's surface operations and may be used as such by Anadarko provided such use does not unreasonably interfere with Owner's infrastructure that supports Owner's surface operations and applicable permits.

Anadarko may use existing Oil and Gas Operations Areas to drill additional wells on the Lands provided such subsequent operations do not unreasonably interfere with then existing Owner operations on the Lands. Anadarko will consult with Owner prior to drilling additional well(s) on an existing Oil and Gas Operations Area that has been reclaimed as provided herein.

(c) To the extent the consultation required by paragraph 2. (b) does not result in two (2) technically feasible location(s) for the Oil and Gas Operations Areas, (defined as those sites on the Lands available for Anadarko to conduct its Operations and to locate Facilities when feasible) per section, Anadarko and Owner will proceed with the process described under Section 12. Each Oil and Gas Operations Area whether identified by consultation, mediation or otherwise shall be no more than ten (10) acres during well drilling operations, and no more than four (4) acres following well drilling and completion activities. Each Oil and Gas Operations Area shall only be used for so long as the Operations that support the Leased Lands are producing in Paying Quantities as defined by the Lease.

(d) Lands not held by production in Paying Quantities or bonus payment from Anadarko are excluded and shall be released from the terms of this Agreement without further action by any party hereto, except as to liability for any action by Anadarko, including, but not limited to paragraphs 10 and 11.

3. Anadarko shall pay to Owner permanently occupied, as an Oil and Gas Operations Area whether there are single or multiple wells drilled on an Oil and Gas Operations Area. This payment includes compensation for acreage permanently occupied by Anadarko Facilities associated with a specific Oil and Gas Operations Area. Payment by Anadarko shall be remitted to Owner prior to commencement of Operations based on Anadarko's good faith estimate of the acreage to be permanently occupied unless emergency circumstances exist, in which instance payment shall be made within a reasonable period of time. If the acreage is greater than the estimate, Anadarko will pay the difference to Owner within thirty (30) days of the time Anadarko determines the acreage that is permanently occupied as an Oil and Gas Operations Area. The determination on the area permanently occupied as an Oil and Gas Operations Area will be made not more that one hundred eighty (180) days from the date any well is completed on the Lands.

4. The Agreement does not relieve Anadarko from any surface or other damages that may result from Operations or Facilities conducted negligently or for crop losses outside of the 10 acre and 4 acre Oil and Gas Operations Areas.
5. At the request of Owner, any Operations site will be fenced both during construction and during subsequent operations.
6. Anadarko agrees that its employees, contractors, agents and representatives shall confine their activities while on the Lands to Anadarko's Operations.
7. At the request of Owner, Anadarko will post signs indicating "No Trespassing" and reasonable speed restrictions at designated areas upon entering the Lands.
8. Anadarko shall not permit the possession of firearms, alcohol or hunting on the Lands by its employees, contractors, agents or representatives. Anadarko shall keep the Lands used in its Operations free of litter and debris.
9. This Agreement shall continue in force and effect for so long as the Lease remains in force and effect. Upon termination of this Agreement as it pertains to any of the Lands including any particular Facility or Oil and Gas Operations Area, Anadarko shall plug and abandon any wells it has drilled on the Lands, remove all production equipment and pipelines, and grade and reseed all well sites, production facility sites and roads Anadarko constructed under this Agreement, except for any roads or other improvements Owner elects to retain, all as required by the rules and regulations of the COGCC and this Agreement. The reclamation will be conducted to establish similar crops or natural plant community as currently exists, which condition, both pre- and post- Anadarko occupancy, shall be documented by Anadarko for review and approval by Owner.
10. Anadarko shall carry Liability Insurance with limits _____ combined single limit per occurrence and in the aggregate Anadarko may elect to self-insure provided that its Consolidated Net Worth _____ Anadarko shall insure or self-insure its common law and assumed liability under this Agreement for bodily injury and/or property damage to third parties in connection with accidents arising out of its Operations, but only to the extent of those liabilities assumed herein. Anadarko's self-insurance will respond to the same extent as if an insurance policy had been purchased naming Owner as an additional insured, but only to the extent of those liabilities assumed herein. When Anadarko does not self-insure its general liability, it shall name Owner as an additional insured on the insurance policy Lessee shall provide written notice to Owner of the cancellation, non-renewal, reduction in coverage or change in insurance provider.
11. (a) 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 Lands, no matter when asserted, subject to applicable

statutes of limitations. 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;

(b) Anadarko will indemnify, defend and hold Owner, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Owner Indemnified Parties") harmless from any and all claims, demands, actions, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Owner Indemnified Parties or which may be asserted against the Owner Indemnified Parties by reason of or which may arise out of or which may be related to Anadarko's activities and Operations on the Lands (including, without limitation, any claims by any owners or lessees of minerals that Anadarko's Operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

(c) Owner will indemnify, defend and hold Anadarko, its general and limited partners, officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Anadarko Indemnified Parties") harmless from any and all claims, demands, actions, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Anadarko Indemnified Parties or which may be asserted against the Anadarko Indemnified Parties by reason of or which may arise out of or which may be related to Owner's negligent acts or omissions on the Oil and Gas Operations Areas and Facilities.

12. (a) Disputes between Owner and Anadarko not resolved by direct discussion shall be submitted to mediation where provided for by this Agreement. The parties shall agree on the mediator within fifteen (15) days of a request for mediation and the mediation shall be conducted within 45 days of a request for mediation. If either deadline in the immediately preceding paragraph is not met, the mediator shall be selected by the American Arbitration Association in accordance with its Commercial Mediation Rules in effect at the time of this Agreement. The mediator shall be a lawyer experienced with oil and gas development and have experience mediating commercial disputes involving oil and gas surface use issues. Such mediation shall be conducted in accordance with the applicable parts of the applicable AAA Rules. Engaging in mediation is a precedent to any form of binding dispute resolution, including filing a suit in court.

(b) For any matter requiring judicial resolution, the Parties agree to the exclusive venue in the state or federal courts located in Denver, Colorado.

(c) The Parties shall share equally in the cost of retaining the services of any mediation conducted hereunder and each shall be solely responsible for its own costs and expenses of preparing for and pursuing a mediation.

(d) The Parties agree that if, through mediation, Anadarko and Owner are unable to identify two (2) technically feasible locations for Oil and Gas Operations Areas per governmental section included in the Leased Lands and lands pooled therewith, Owner will

return to Anadarko a prorated portion of the total dollar amount paid to Owner by Anadarko in consideration for the Lease. This amount will equal

in the specific governmental section and reduced by the percentage of time elapsed in the primary term of the Lease. The Parties agree that if only one (1) technically feasible location for an Oil and Gas Operation Area per governmental section included in the Leased Lands and lands pooled therewith is identified, the amount to be paid in the previous sentence will be reduced by fifty percent. Payment will be made to Anadarko by Owner through wire transfer within seven (7) days, excluding holidays and weekends, after Anadarko and Owner agree on the absence of an acceptable Oil and Gas Operations Area within any DSU. If no technically feasible locations for Oil and Gas Operations are identified per governmental section, then immediately following payment, Anadarko will release the affected lands from both the Lease and this Agreement and neither party shall be under any further obligation with regard to those specific lands. This provision can only be applied prior to Anadarko conducting drilling operations on any of the Leased lands.

13. In the event of a breach of the terms of this Agreement, Anadarko or Owner, as the case may be, shall notify the other in writing of the specific breach or default, and provide sixty (60) business days for the defaulting party to remedy any claim or breach prior to any suit for cancellation being instituted. All disputes shall be resolved by the procedures provided for in paragraph 12 above.

14. This Agreement and the obligations contained herein shall inure to the benefit of the parties and their successors and assigns. This Agreement may not be assigned absent the express written authorization of Owner, which authorization may be withheld in Owner's reasonable discretion. Owner's business operations are a significant factor in this determination.

15. This Agreement may be signed in counterparts and when each party has signed one counterpart hereof, it shall be a binding and enforceable agreement.

16. By signing and dating below, the undersigned agree that they have read and agreed to the terms and conditions stated above, which the parties agree shall be strictly confidential.

AGREED TO AND ACCEPTED THIS 17th DAY OF December, 2010

ANADARKO E&P COMPANY LP:

Print: _____

Sign: _____

Title: _____

Operations are identified per governmental section, then immediately following payment, Anadarko will release the affected lands from both the Lease and this Agreement and neither party shall be under any further obligation with regard to those specific lands. This provision can only be applied prior to Anadarko conducting drilling operations on any of the Leased lands.

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15. This Agreement may be signed in counterparts and when each party has signed one counterpart hereof, it shall be a binding and enforceable agreement.

16. By signing and dating below, the undersigned agree that they have read and agreed to the terms and conditions stated above, which the parties agree shall be strictly confidential.

AGREED TO AND ACCEPTED THIS 17th DAY OF December, 2010

ANADARKO E&P COMPANY LP:

Print: DAVID BELL

Sign: 

Title: LAND MANAGER

ANHEUSER-BUSCH, Incorporated

Print: _____

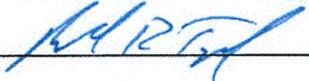
Sign: _____

Title: _____

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ANHEUSER-BUSCH, Incorporated

Print: Michael R. Taylor

Sign: 

Title: Vice President

Exhibit "A"

Township 8 North, Range 67 West, 6th P.M.

Section 20: W $\frac{1}{2}$, less and except any lands used for the Laramie Poudre Canal and all instruments pertaining to ditches or canals owned by the Tunnel Water Company or any other Ditch Company

Section 22: All

Section 26: W $\frac{1}{2}$

Section 28: SW $\frac{1}{4}$ NW $\frac{1}{4}$, N1/2SW1/4

Section 30: NE1/4, all of the S1/2 lying east of the Greeley Poudre Canal

Section 32: N1/2, less and except a 17 acre tract of land conveyed to the Laramie Poudre Reservoir and Irrigation Co. by Quit Claim Deed recorded 4/13/1910, in Book 270, Page 548, Weld County Records, described as a strip of land through the S1/2 of the NW1/4 of Section 32, more particularly described as follows: Commencing at a point N 0° 8' E 490 feet from the W $\frac{1}{4}$ corner of said Section 32, thence a strip of land 300 feet wide, 200 feet to the right and 100 feet to the left of the following line, N 87° 15' E 1033 feet, thence N 80° 15' E 1033 feet; thence N 80° 0' E 900 feet; and beginning at said last mentioned point, a strip of land 100 feet wide, being 60 feet to the right and 40 feet to the left of the following line, N 86° 0' E 100 feet; thence S 82° 0' E 100 feet; thence S 76° 0' E 539 feet to a point on the North and South $\frac{1}{4}$ line and 558.5 feet from the SE corner of the NW1/4 of said Section 32, also less and except a 6.92 acre tract of land and a 6.19 acre tract of land conveyed to the Greeley-Poudre Irrigation District, a public corporation by Deed recorded 10/30/1922 in Book 690, Page 178, more particularly described as follows: A strip of land through the NE1/4 of Section 32, described as follows: Commencing at a point 0° 8' E 558.5 feet from the SW corner of the NE1/4 of Section 32, thence a strip of land 100 feet wide, 60 feet to the right and 40 feet to the left of the following described line: S 76° 0' E, 361 feet;

Thence S 71° 0' E 100 feet;

Thence S 66° 0' E 200 feet;

Thence S 71° 30' E 50 feet;

Thence S 82° 30' E 50 feet;

Thence N 88° 30' E 50 feet;

Thence N 77° 0' E 550 feet;

Thence N 72° 0' E 50 feet;

Thence N 62° 0' E 50 feet;

Thence N 52° 0' E 50 feet;

Thence N 42° 0' E 50 feet;

Thence N 42° 0' E 50 feet;

Thence N 52° 0' E 50 feet;

Thence N 62° 0' E 50 feet;

Thence N 72° 0' E 50 feet;

Thence N 82° 0' E 50 feet;

Thence S 88° 0' E 50 feet;

Thence S 78° 0' E 50 feet;

Thence S 68° 0' E 50 feet;

Thence S 63° 0' E 300 feet;

Thence S 70° 0' E 50 feet;

Thence S 84° 0' E 50 feet;

Thence N 82° 0' E 50 feet;

Thence N 75° 0' E 250 feet;

Thence N 68° 30' E 50 feet;

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Thence N58° 30' E 50 feet;

Thence N49° 0' E 200 feet;

Thence N47° 0' E 50 feet; to a point on the E. line of Section 32 and S 2° 0' W 2251 feet from the NE corner of Section 32, containing 6.92 acres, more or less, and a strip of land 100 feet wide, 60 feet to the right and 40 feet to the left the following described line: In the E1/2 of the NE1/4 of Section 32, commencing at a point 1454 feet S 2° 0' W from the NE corner of Section 32, Thence N 66° 0' W 5 feet, Thence N 44° 0' W 50 feet, and from this point a strip of land 150 feet in width being 110 feet upon the right and 40 feet upon the left of the following described center line, commencing at a point last above described:

Thence N 34° 0' W100 feet;

Thence N 32° 0' W100 feet;

Thence N 42° 0' W100 feet;

Thence N 52° 0' W100 feet;

Thence N 62° 0' W100 feet;

Thence N 67° 0' W 250 feet;

Thence N 58° 0' W50 feet;

Thence N 40° 0' W50 feet;

Thence N 22° 0' W50 feet;

Thence N 4° 0' W50 feet;

Thence N 14° 0' E 50 feet;

Thence N 32° 0' E 50 feet;

Thence N 50° 0' E 50 feet;

Thence N 68° 0' E 50 feet;

Thence N 86° 0' E 50 feet;

Thence N 87° 0' E 350 feet;

Thence N 88° 0' E 50 feet;

Thence N 73° 0' E 50 feet;

Thence N 73° 0' E 117 feet; to a point on the E line of Section 32 and 638.5 feet S 2° 0' W from the NE corner of Section 32, containing 6.19 acres, SW1/4, less and except a tract of land conveyed to the Cactus Hill Ditch Company, more particularly described as follows: A strip of land 30 feet in width and more particularly described as follows, to wit: A strip of land lying parallel with and extending 15 feet on each side of the centerline of the Cactus Hill Ditch, from a point where the same crosses the West line of Section 32, Township 8 North, Range 67 West of the 6th P.M. (the said point being 304 feet south of the center of the West line of said Section 32) to a point where the said centerline crosses the South line of said Section 32 (the said point being 757 feet East of the Southwest corner of said Section 32), said excepted tract containing 1.87 acres, more or less, W1/2SE1/4, NE1/4SE1/4



Nutri-Turf, Inc.

Fort Collins, CO

Exhibit B

