3 PAGE DOCUMENT

RECEPTION #: 2647697, BK 5444
PG 834 03/14/2013 at 04:07:32 PM,
1 OF 3, R $20.00 S $1.00
Sheila Reiner, Mesa County, CO
CLERK AND RECORDER

AMENDMENT SURFACE USE, ACCESS AND RIGHT OF WAY AGREEMENT

WHEREAS, I the undersigned, as Grantor, did on the date of April 18, , 2008, make and execute unto Delta Petroleum Corporation ("Delta"), a certain Surface Use, Access and Right-of-Way Agreement (SUA) which was recorded in the records of Mesa County, Colorado in Book 4664 at Page 426, on May 15, 2008 covering the following described property located in Mesa County, Colorado, to wit:

TOWNSHIP 9 SOUTH, RANGE 93 WEST, 6TH P.M.
Section 25: Parcel 22 of Tranquility Ranches, Subdivision as dedicated in Plat dated July 26, 2004 and recorded in book 3702 at Page 983 of Mesa County Records. Said parcel being more fully described in Warranty Deed dated July 26, 2004 and recorded in Book 3704 at Page 703 of the Mesa County Deed Records.
Containing 36.17 acres, more or less
(hereinafter called "Property")

. **AND WHEREAS**, the undersigned desire to amend the subject SUA by incorporating the attached Plat Map to more clearly reflect the location of roads, pipelines and future pad site. Lessor also waives the requirement in that certain Letter Agreement dated April 18, 2008 to pre-pay the initial payment described in said Letter fifteen(15) days prior to commencing construction, as Piceance desires to commence construction as soon as possible, and also acknowledges said initial payment has been tendered this day.

NOW, THEREFORE, in consideration of the premises, and for the purpose of amending the said SUA, we do hereby stipulate and agree that said SUA be amended to include attached Plat Map:

SIGNED AND EXECUTED this 6 day of December, 2012.

SUP & SHEP, LLC.

By _____
David Shepard, Manager

LESSEE:
Piceance Energy, LLC

By _____
Thomas A. Rutledge, attorney-in-fact
for Piceance Energy, LLC

State of COLORADO)
)SS
County of MESA)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared David Shepard, Manager of Sup & Shep, LLC known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 6 day of December, 2012.

My commission expires:

8/20/2013

(Seal)

DEBORAH C. POEPPEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094026763
My Commission Expires August 20, 2013

_____
Notary Public

State of COLORADO)
)SS
County of MESA)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Thomas A. Rutledge, Attorney-in-Fact for Piceance Energy, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 6 day of December, 2012.

My commission expires:

8/20/2013

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Notary Public

DEBORAH C. POEPPEL
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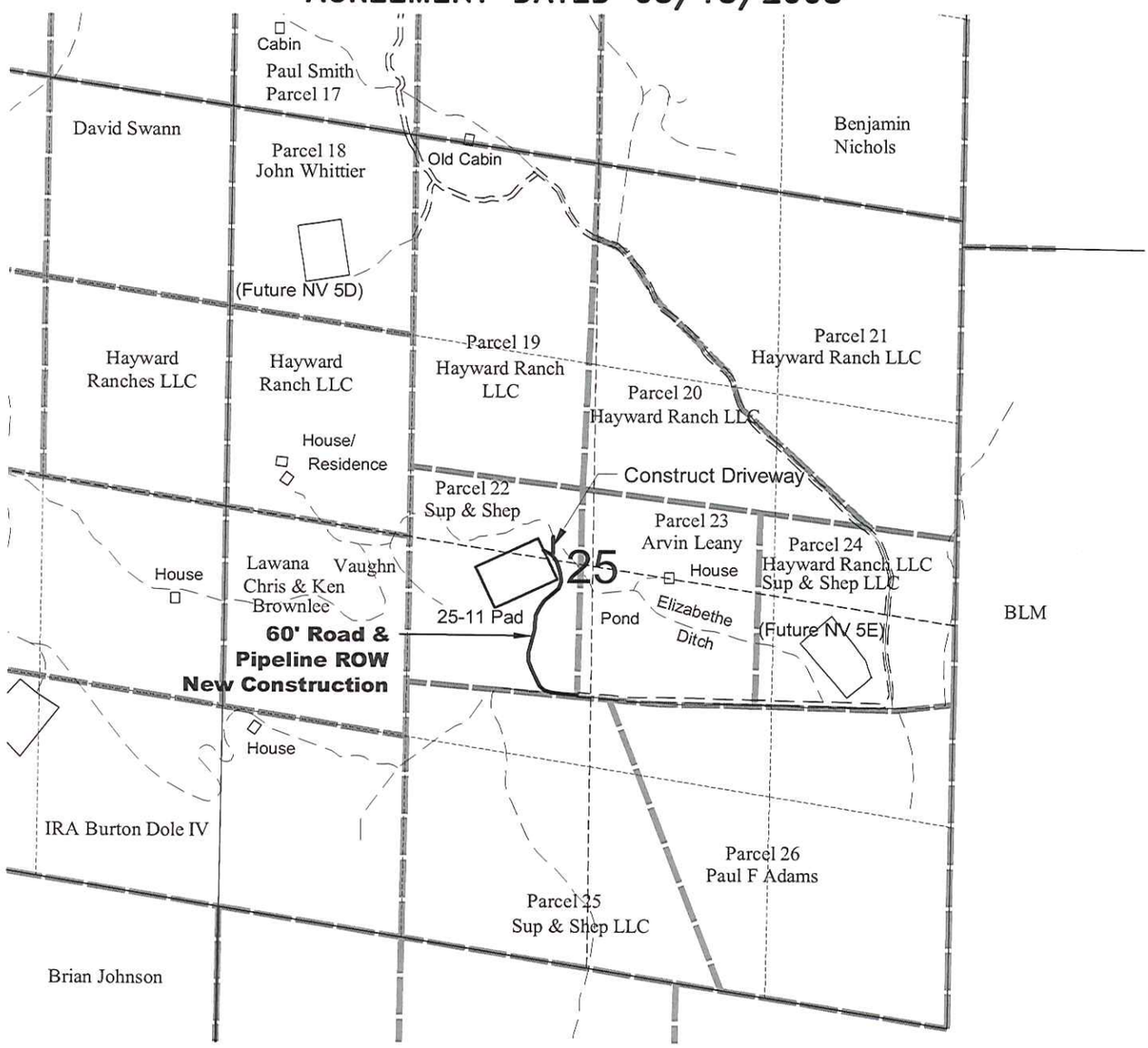
STATE OF COLORADO
NOTARY ID #20094026763
My Commission Expires August 20, 2013

EXHIBIT A
FINAL ALIGNMENT FOR ROAD, PIPELINE & PAD PER AGREEMENT DATED 05/15/2008



NOTES:
Pipeline To Follow Along Road
Road Length
To Be Constructed: 1,290± LF
Pad Disturbance
5.3± Acres

By David Shepard: _____

12/5/12

North

0 1000 2000
Graphic Scale in Feet
1" = 1000'

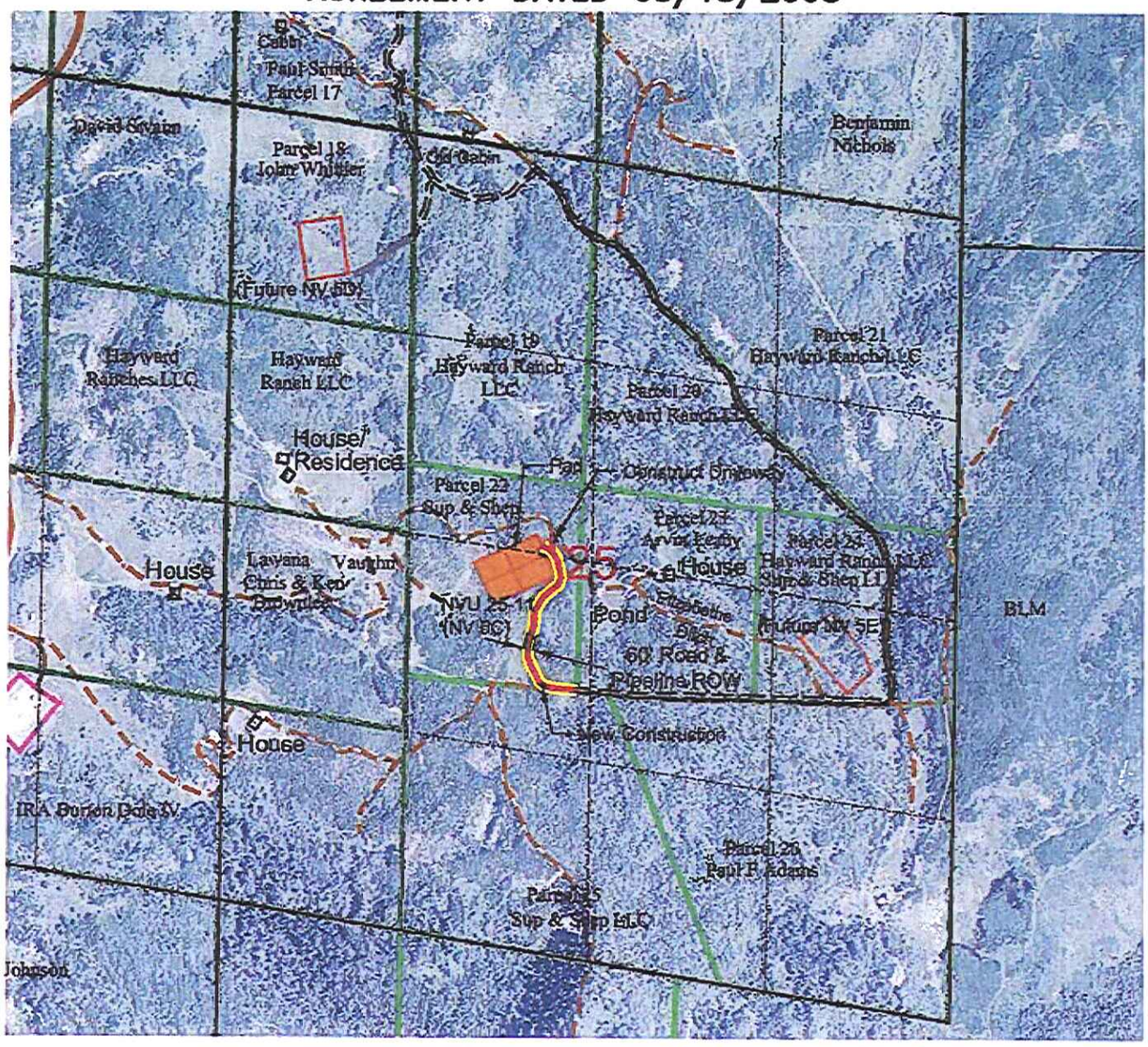
GEO SURV
LAND SURVEYING AND MAPPING
LAFAYETTE - WINTER PARK
Ph 303 666 0379 Fx 303 665 6320

PICEANCE ENERGY, LLC
ACCESS ROAD MAP

PARCEL 22
SECTION 25 T9S R93W
6th PM MESA COUNTY COLORADO

DWG: G:\GEOSURV\Laramie II_Laramie-Buzzard-Creek\Delta\Drawings\25-11 Access Parcel 22.dwg USER: SFC DATE: Dec 05, 2012 10:31am

EXHIBIT A
FINAL ALIGNMENT FOR ROAD, PIPELINE & PAD PER AGREEMENT DATED 05/15/2008



NOTES:
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By David Shepard: _____

12/3/12

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6th PM MESA COUNTY COLORADO

DWG: G:\GEOSURV\Lorants II_Lorants-Buzzard-Creek\Data\Drawings\25-11 Access Parcel 22.dwg USER: SFC DATE: Dec 04, 2012 7:21am

AMENDMENT SURFACE USE, ACCESS AND RIGHT OF WAY AGREEMENT

WHEREAS, I the undersigned, as Grantor, did on the date of April 18, , 2008, make and execute unto Delta Petroleum Corporation ("Delta"), a certain Surface Use, Access and Right-of-Way Agreement (SUA) which was recorded in the records of Mesa County, Colorado in Book 4664 at Page 426, on May 15, 2008 covering the following described property located in Mesa County, Colorado, to wit:

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Section 25: Parcel 22 of Tranquility Ranches, Subdivision as dedicated in Plat dated July 26, 2004 and recorded in book 3702 at Page 983 of Mesa County Records. Said parcel being more fully described in Warranty Deed dated July 26, 2004 and recorded in Book 3704 at Page 703 of the Mesa County Deed Records.
Containing 36.17 acres, more or less
(hereinafter called "Property")

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NOW, THEREFORE, in consideration of the premises, and for the purpose of amending the said SUA, we do hereby stipulate and agree that said SUA be amended to include attached Plat Map:

SIGNED AND EXECUTED this 6 day of December, 2012.

SUP & SHEP, LLC.
By _____
David Shepard, Manager

LESSEE:
Piceance Energy, LLC
By _____
Thomas A. Rutledge, attorney-in-fact
for Piceance Energy, LLC

State of COLORADO)
)SS
County of MESA)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared David Shepard, Manager of Sup & Shep, LLC known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 6 day of December, 2012.

My commission expires:
8/20/2013

(Seal)

DEBORAH C. POEPPEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094026763
My Commission Expires August 20, 2013

Notary Public

State of COLORADO)
)SS
County of MESA)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Thomas A. Rutledge, Attorney-in-Fact for Piceance Energy, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 6 day of December, 2012.

My commission expires:

8/20/2013

Notary Public

DEBORAH C. POEPPEL
NOTARY PUBLIC
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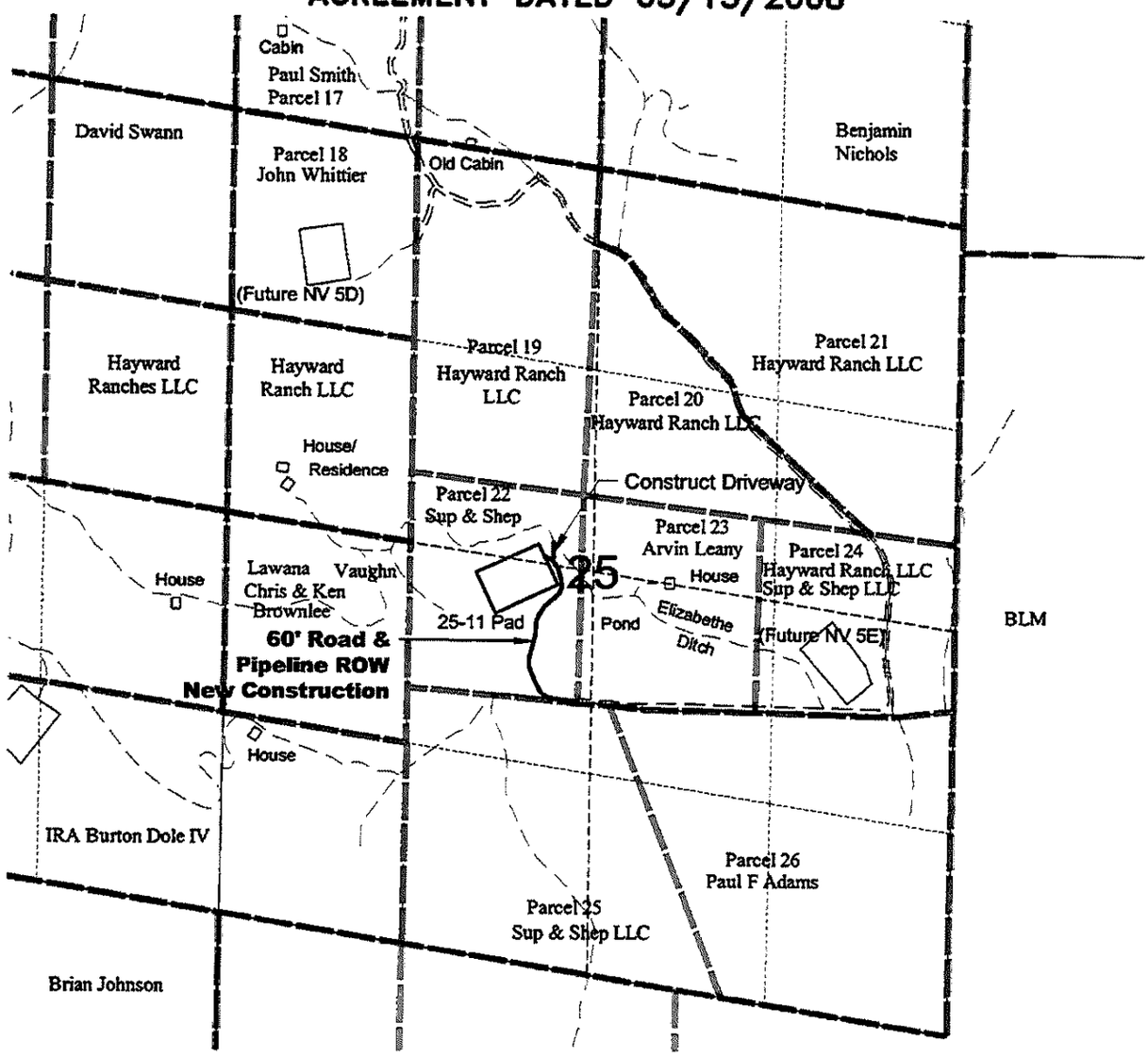

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To Be Constructed: 1,290± LF
Pad Disturbance
5.3± Acres

By David Shepard:

12/5/12

North

0 1000 2000
Graphic Scale in Feet
1" = 1000'

GEO SURV
LAND SURVEYING AND MAPPING
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PICEANCE ENERGY, LLC
ACCESS ROAD MAP

PARCEL 22
SECTION 25 T9S R93W
6th PM MESA COUNTY COLORADO

D. foreign substances and unnecessary equipment shall be removed from each disturbed area;

E. erosion resulting from Delta's operations shall be adequately controlled and remediated; and

F. noxious weeds shall be fully and adequately controlled on such disturbed areas of the Property. No foreign soil or seed from off the Property shall be used on the Property unless such soil or seed is weed free. Such interim reclamation shall be commenced by Delta within one (1) year (weather permitting) of the final rig release from the Wellpad unless agreed to by Grantor and Delta.

Grantor written notice of such roadway reclamation, which shall include a plat of the portion of the Road to be reclaimed. During the period prior to reclamation, Grantor may elect to retain any such portion of the Road for ranch use by giving written notice to Delta. Upon receipt of Grantor's election to retain such portion of the Road, Delta shall blade the Road into good and passable condition, and shall thereafter be relieved of its obligation to maintain and/or reclaim such portion of the Road.

Article VII: Use and Enjoyment:

Article IX: Prohibited Non Oil and Gas Activities:

Delta shall not permit its agents, employees, contractors, subcontractors, or service company personnel to possess or use drugs or alcohol or carry firearms, or to bring dogs or other animals on the Property.

ARTICLE X: Notice of Delta Operations:

Delta will provide Grantor a twenty-four hour/seven day a week emergency contact number. Delta agrees not to permit nor authorize entry onto the Property by any person who is not required to conduct its oil and gas operations on the Property. For purposes of this Agreement, Notice by either Party shall be promptly given, orally if possible, and/or immediately mailed as noted below:

Grantor	Delta
Sup & Shep, LLC, a Colorado Limited Liability Company	Delta Petroleum Corporation
~~2196 Avenal Lane~~ 474 Escondido Cir	370 17th Street, Suite 4300
Grand Junction, Colorado 81503	Denver, Colorado 80202
	(303) 293-9133

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREAS, the parties have executed this Agreement effective as of this 18th day of April, 2008 (the "Effective Date").

Sup & Shep, LLC, a Colorado Limited Liability Company

By: _____ Manager
David W. Shepard, Jr., Manager

Delta Petroleum Corporation

By: _____
Lyell A. Coe
Sr. Vice President of Land

ACKNOWLEDGMENTS

STATE OF COLORADO }
}ss.
COUNTY OF MESA }

The foregoing instrument was acknowledged before me this 25th day of April, 2008 by David W. Shepard, Jr., Manager of Sup & Shep, LLC, a Colorado Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC PAMELA THORNBURG STATE OF COLORADO

Pamela Thornburg
Notary Public
My commission expires: [illegible]

My Commission Expires 09/15/2011

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

On this 28th day of April, 2008 before me personally appeared Lyell A. Coe known by me to be the Senior Vice-President of Land of Delta Petroleum Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed it for the uses and purposes therein set forth.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: 9/7/2008

[S E A L]

Laura L. Schinzel
Notary Public State of Colorado
Address: Denver, Co

LAURA L. SCHINZEL NOTARY PUBLIC STATE OF COLORADO

ROAD RIGHT-OF-WAY DESCRIPTION ON SUP & SHEP LANDS

A 50' WIDE CONSTRUCTION RIGHT-OF-WAY (25' ON EACH SIDE OF THE FOLOWING CENTERLINE) REVERTING TO A 25' WIDE PERMANENT RIGHT-OF-WAY (12.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE).

BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 25, T9S, R93W, 6th P.M. WHICH BEARS S81°59'42"E 2135.91' FROM THE WEST 1/4 CORNER OF SAID SECTION 25, THENCE S73°52'21"E 56.68'; THENCE S21°35'02"E 85.56'; THENCE S19°11'43"E 92.68'; THENCE S17°24'18"E 60.97'; THENCE S33°32'20"E 110.70'; THENCE S31°03'28"E 32.85' TO A POINT IN THE NE 1/4 SW 1/4 OF SAID SECTION 25, WHICH BEARS S74°11'47"E 2419.28' FROM THE WEST 1/4 CORNER SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONSTRUCTION RIGHT-OF-WAY CONTAINS 0.504 ACRES MORE OR LESS. PERMANENT RIGHT-OF-WAY CONTAINS 0.252 ACRES MORE OR LESS.

ROAD RIGHT-OF-WAY DESCRIPTION ON HAYWARD RANCH L.L.C.

A 50' WIDE CONSTRUCTION RIGHT-OF-WAY (25' ON EACH SIDE OF THE FOLOWING CENTERLINE) REVERTING TO A 25' WIDE PERMANENT RIGHT-OF-WAY (12.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE).

BEGINNING AT A POINT IN THE NW 1/4 SE 1/4 OF SECTION 25, T9S, R93W, 6th P.M. WHICH BEARS N00°49'39"E 1794.05' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25, THENCE S85°38'28"E 157.33'; THENCE S85°51'47"E 178.32'; THENCE S87°16'16"E 73.68'; THENCE S87°16'16"E 20.17'; THENCE S88°42'10"E 137.25'; THENCE N89°57'32"E 144.94'; THENCE N85°30'04"E 69.65'; THENCE S86°02'25"E 126.69'; THENCE N89°05'16"E 160.50'; THENCE N88°57'46"E 152.92'; THENCE N89°47'05"E 259.61'; THENCE S89°44'04"E 123.68'; THENCE N89°34'15"E 229.93'; THENCE N88°30'24"E 71.26'; THENCE N37°59'30"E 26.88'; THENCE N07°47'56"W 196.90'; THENCE N08°57'03"W 217.18'; THENCE N01°08'10"E 208.22'; THENCE N03°47'50"E 258.14'; THENCE N17°49'37"W 99.52'; THENCE N33°51'44"W 235.43'; THENCE N49°56'25"W 260.19'; THENCE N47°57'18"W 189.19'; THENCE N47°43'18"W 190.53'; THENCE N49°11'05"W 243.60'; THENCE N46°20'31"W 118.90'; THENCE N42°13'29"W 157.42'; THENCE N29°01'43"W 69.22'; THENCE N14°24'53"W 106.56'; THENCE N34°58'09"W 72.10'; THENCE N47°00'15"W 155.67'; THENCE N37°54'15"W 108.71'; THENCE N41°01'14"W 70.27'; THENCE N50°27'27"W 103.94'; THENCE N51°19'02"W 106.61'; THENCE N49°12'38"W 91.88'; THENCE N28°08'36"W 85.28'; THENCE N26°50'43"W 84.18'; THENCE N31°41'09"W 46.01'; THENCE N37°13'13"W 95.71'; THENCE N46°55'36"W 104.21'; THENCE N58°13'32"W 108.81'; THENCE N72°04'10"W 99.96'; THENCE N55°48'25"W 126.02'; THENCE N44°44'40"W 76.41'; THENCE N24°51'31"W 106.26'; THENCE N29°19'04"W 109.19'; THENCE N49°27'55"W 48.10'; THENCE N55°25'20"W 73.53'; THENCE N49°49'27"W 63.32'; THENCE N41°39'47"W 42.76'; THENCE S30°46'04"W 89.71'; THENCE S30°28'09"W 103.52'; THENCE S48°32'59"W 72.18'; THENCE S82°50'08"W 90.15'; THENCE S72°12'36"W 99.27' TO A POINT IN THE NE 1/4 NW 1/4 OF SAID SECTION 25, WHICH BEARS S43°43'52"E 609.89' FROM THE NORTHWEST CORNER OF THE NE 1/4 NW 1/4 CORNER OF SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONSTRUCTION RIGHT-OF-WAY CONTAINS 7.943 ACRES MORE OR LESS. PERMANENT RIGHT-OF-WAY CONTAINS 3.971 ACRES MORE OR LESS.

ROAD RIGHT-OF-WAY DESCRIPTION ON ARVIN LEANY LANDS

A 50' WIDE CONSTRUCTION RIGHT-OF-WAY (25' ON EACH SIDE OF THE FOLOWING CENTERLINE) REVERTING TO A 25' WIDE PERMANENT RIGHT-OF-WAY (12.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE).

BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 25, T9S, R93W, 6th P.M. WHICH BEARS S74°11'47"E 2419.28' FROM THE WEST 1/4 CORNER OF SAID SECTION 25, THENCE S31°03'28"E 34.51'; THENCE S28°32'26"E 100.32'; THENCE S07°50'07"E 58.49'; THENCE S08°12'56"W 80.02'; THENCE S00°31'18"W 84.13'; THENCE S07°13'32"E 98.94'; THENCE S08°28'00"E 70.40'; THENCE S70°10'56"E 59.45' TO A POINT IN THE NW 1/4 SE 1/4 OF SAID SECTION 25, WHICH BEARS N00°49'39"E 1794.05' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONSTRUCTION RIGHT-OF-WAY CONTAINS 0.873 ACRES MORE OR LESS. PERMANENT RIGHT-OF-WAY CONTAINS 0.336 ACRES MORE OR LESS.

BEGINNING OF ROAD STA. 0+00 BEARS S81°59'42"E 2135.91' FROM THE WEST 1/4 CORNER OF SECTION 25, T9S, R93W, 6th P.M.

P.O.P.L. 4+39.44 BEARS S74°11'47"E 2419.28' FROM THE WEST 1/4 CORNER OF SECTION 25, T9S, R93W, 6th P.M.

P.O.P.L. 10+25.70 BEARS N00°49'39"E 1794.05' FROM THE SOUTH 1/4 CORNER OF SECTION 25, T9S, R93W, 6th P.M.

END OF ROAD STA. 79+58.21 BEARS S43°43'52"E 609.89' FROM THE NORTHWEST CORNER OF THE NE 1/4 NW 1/4 CORNER OF SECTION 25, T9S, R93W, 6th P.M.

DELTA PETROLEUM CORP.

LOCATION SURFACE USE AREA & ROAD RIGHT OF WAY ON STATE LANDS

(For Pad #5C)

LOCATED IN
SECTION 25, T9S, R93W, 6th P.M.
MESA COUNTY, COLORADO

N

600' 300' 0' 600'
SCALE

SURFACE USE AREA DESCRIPTION

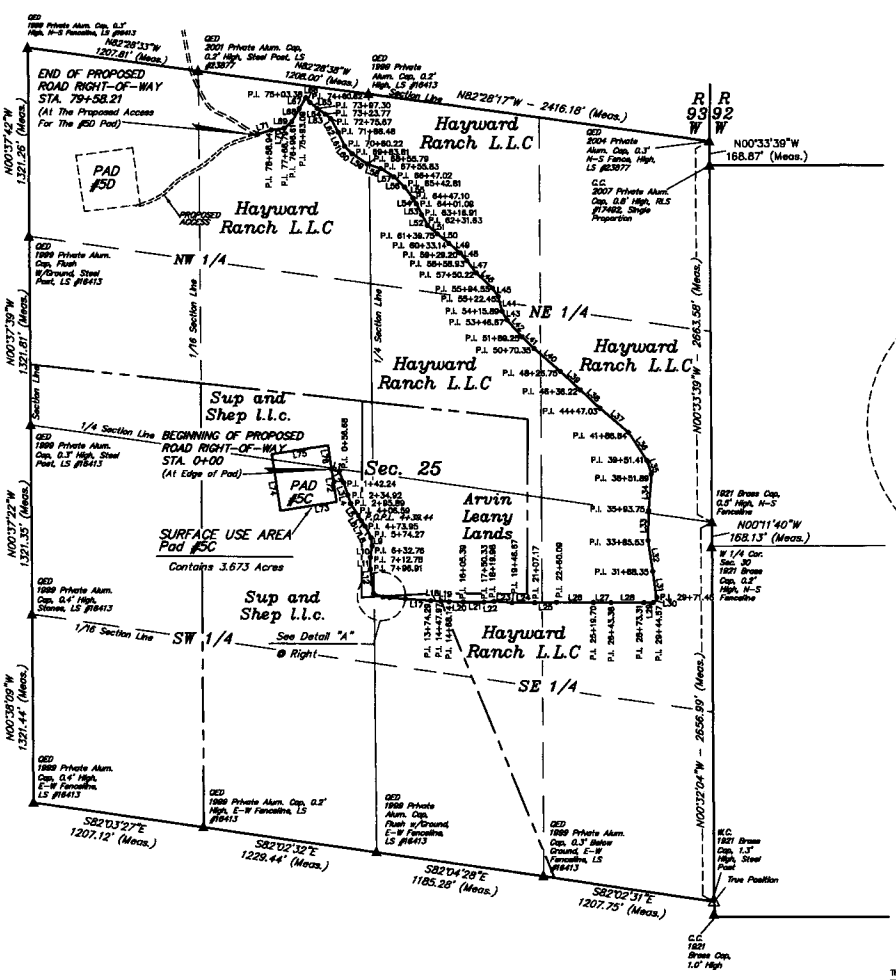
BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 25, T9S, R93W, 6th P.M. WHICH BEARS S81°59'42"E 2135.91' FROM THE WEST 1/4 CORNER OF SAID SECTION 25, THENCE S08°57'59"E 233.00'; THENCE S81°00'20"W 400.00'; THENCE N08°57'59"W 400.00'; THENCE N81°00'20"E 400.00'; THENCE S08°57'59"E 167.00' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.673 ACRES MORE OR LESS.

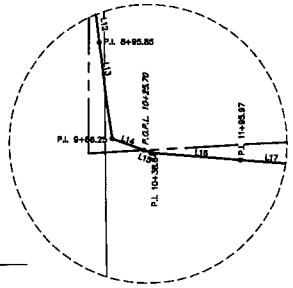
RIGHT-OF-WAY LENGTHS

PROPERTY OWNER	FEET	CONSTRUCTION ACRES	RODS
SUP AND SHEP LLC	439.44	0.504	26.63
ARVIN LEANY LANDS	599.26	0.686	36.32
HAYWARD RANCH L.L.C.	6919.57	7.943	419.37

LINE TABLE

LINE	BEARING	LENGTH
L1	S73°52'21"E	56.68'
L2	S21°35'02"E	85.56'
L3	S19°11'43"E	92.68'
L4	S17°24'18"E	60.97'
L5	S33°32'20"E	110.70'
L6	S31°03'28"E	32.85'
L7	S31°03'28"E	34.51'
L8	S28°32'26"E	100.32'
L9	S07°50'07"E	58.49'
L10	S08°12'56"W	80.02'
L11	S00°31'18"W	84.13'
L12	S07°13'32"E	98.94'
L13	S08°28'00"E	70.40'
L14	S70°10'56"E	59.45'
L15	S70°10'56"E	12.94'
L16	S85°38'28"E	157.33'
L17	S85°51'47"E	178.32'
L18	S87°16'16"E	73.68'
L19	S87°16'16"E	20.17'
L20	S88°42'10"E	137.25'
L21	N89°57'32"E	144.94'
L22	N85°30'04"E	69.65'
L23	S86°02'25"E	126.69'
L24	N89°05'16"E	160.50'
L25	N88°57'46"E	152.92'
L26	N89°47'05"E	259.61'
L27	S89°44'04"E	123.68'
L28	N89°34'15"E	229.93'
L29	N88°30'24"E	71.26'
L30	N37°59'30"E	26.88'
L31	N07°47'56"W	196.90'
L32	N08°57'03"W	217.18'
L33	N01°08'10"E	208.22'
L34	N03°47'50"E	258.14'
L35	N17°49'37"W	99.52'
L36	N33°51'44"W	235.43'
L37	N49°56'25"W	260.19'
L38	N47°57'18"W	189.19'
L39	N47°43'18"W	190.53'
L40	N49°11'05"W	243.60'
L41	N46°20'31"W	118.90'
L42	N42°13'29"W	157.42'
L43	N29°01'43"W	69.22'
L44	N14°24'53"W	106.56'
L45	N34°58'09"W	72.10'
L46	N47°00'15"W	155.67'
L47	N37°54'15"W	108.71'
L48	N41°01'14"W	70.27'
L49	N50°27'27"W	103.94'
L50	N51°19'02"W	106.61'
L51	N49°12'38"W	91.88'
L52	N28°08'36"W	85.28'
L53	N26°50'43"W	84.18'
L54	N31°41'09"W	46.01'
L55	N37°13'13"W	95.71'
L56	N46°55'36"W	104.21'
L57	N58°13'32"W	108.81'
L58	N72°04'10"W	99.96'
L59	N55°48'25"W	126.02'
L60	N44°44'40"W	76.41'
L61	N24°51'31"W	106.26'
L62	N29°19'04"W	109.19'
L63	N49°27'55"W	48.10'
L64	N55°25'20"W	73.53'
L65	N49°49'27"W	63.32'
L66	N41°39'47"W	42.76'
L67	S30°46'04"W	89.71'
L68	S30°28'09"W	103.52'
L69	S48°32'59"W	72.18'
L70	S82°50'08"W	90.15'
L71	S72°12'36"W	99.27'
L72	S08°57'59"E	233.00'
L73	S81°00'20"W	400.00'
L74	N08°57'59"W	400.00'
L75	N81°00'20"E	400.00'
L76	S08°57'59"E	167.00'





CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT L. KAY
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 161317 STATE OF COLORADO
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 161317
STATE OF UTAH

REVISED: 03-12-08

UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH - 200 EAST • (435) 789-1017
VERNAL, UTAH - 84078

SCALE 1" = 600'	DATE 03-17-08
PARTY J.F. R.H. L.K.	REFERENCES G.L.O. PLAT
WEATHER COLD	FILE 32327

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

▲ = SECTION CORNERS LOCATED.

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

pay Grantor an additional sum of Three Thousand Three Hundred Seventy-Five Dollars ($3,375.00) per acre of disturbance for each acre of surface location, pipeline and road access right-of-way in excess of 4.65 acres. This payment will be made by Delta within thirty (30) days after completion of construction.

Further, Grantor is currently in the decision process as to whether or not to construct and build a cabin on the property. Grantor intends to observe Delta's operations on the property for a period of time and then based on this observation shall make the decision accordingly. To further compensate Grantor for Delta's operations on the property Delta agrees to construct a road described below provided Grantor makes its election on or before December 31, 2010 to build a cabin at a location of its choice on the property. In the event said election is timely made in writing to Delta then Delta agrees to construct an all weather road, cut and built up to a maximum distance of 1,000 feet beginning from the existing access road to the pad toward the direction of the future cabin site to be designated by Grantor. Prior to Delta commencing any construction operations for the road Grantor shall provide all regulatory approvals for the construction of said road, including soils test and other regulatory requirements and Grantor agrees to release Delta of all liabilities associated with the construction of said road, including mountain slides and all other incidents apparent thereto. It is understood and agreed that this road covenant is expressly made between the parties to this agreement and is not assignable to a third party or successor in title.

IN WITNESS WHEREOF, the parties hereto have executed this Letter Agreement this 18th day of April, 2008.

GRANTOR:

SUP & SHEP, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____ Manager
David W. Shepard, Jr., Manager

DELTA PETROLEUM CORPORATION

By: _____
Lyell A. Coe, Sr. Vice President of Land

DELTA
PETROLEUM CORPORATION

370 SEVENTEENTH ST.
SUITE 4300
DENVER, CO 80202
(303) 293-9133/TEL
(303) 298-8251/FAX

April114th, 2008

CERTIFIED MAIL # 7006 0810 0000 6708 3802

Sup & Shep LLC
ATTN: David Shepard
2196 Avenal LN
Grand Junction, CO
81503-2542

RE: Surface Owner Notification
PAD NAME: 5C
Wells: NVega 25-321, NVega 25-324, NVega 25-341, NVega 25-344
NESW-25-T9S-R93W
Mesa County, Colorado

Mr. Shepard,

Pursuant to Rule 305 of the rules of the Colorado Oil and Gas Conservation Commission ("COGCC"), Delta Petroleum Corporation provides the following information to you:

1. Delta intends to commence operations for the drilling of the captioned wells. We estimate that commencement of operations with heavy equipment shall occur within 180 days. However, due to equipment availability and scheduling, such operations may occur earlier, but in no event earlier than 30 days following your receipt of this letter.
2. The operator of the captioned wells is Delta 17th Street, Suite 4300, Denver, Colorado, 80202.
3. The location of the captioned pad is NESW of Section 25, T9S, R93W, Mesa County, Colorado.
4. Under the COGCC rules, the surface owner is responsible for notifying any affected tenant of the proposed operations.
5. A consultation page is enclosed upon which you may request your preference with respect to consultation under COGCC Rule 306. If an election is made to waive consultation, please sign, date and return the election page in the addressed, postage prepaid envelope otherwise a Delta representative will contact you to set up a meeting.
6. Also enclosed is a copy of the COGCC's informational brochure for surface owners containing rules pertaining to notice of oil and gas operations and opportunities for consultation thereon.
7. Further, enclosed is a copy of the COGCC's Onsite Inspection Policy.

Please call me at (303)820-4046 with any questions you have concerning the proposed operations.

Thank you,
DELTA PETROLEUM CORPORATION

Paul M. Toeckel
Land Manager

Re: 30 Day Notice of Intent to Commence Drilling Operations
COGCC Rules 305 and 306
Surface Owner Drilling Consultation
PAD NAME: 5C
Wells: NVega 25-321, NVega 25-324, NVega 25-341, NVega 25-344
NESW-25-T9S-R93W
Mesa County, Colorado

I/we hereby request consultation regarding the drilling, completing, operating and reclamation of the subject wells and access road associated with the pad location.

David Shepard

4/25/08
Date

I understand I may name the affected tenant on my property as my representative or someone else of my choice.

I name _____ as my representative for the consultation.

OR

I/we hereby elect to waive consultation regarding the drilling, completing, operating and reclamation of the subject wells and access road associated with the pad location per the Surface Owner Consultation requirements as provided by COGCC Rule 306.

David Shepard

4/25/08
Date

DELTA
PETROLEUM CORPORATION

370 SEVENTEENTH ST.
SUITE 4300
DENVER, CO 80202
(303) 293-9133/TEL
(303) 298-8251/FAX

April 30, 2008

Mr. David Shepard
Sup & Shep, LLC
2196 Avenal Lane
Grand Junction, CO 81503

Dear David,

Enclosed for your files please find one fully executed copy of Surface Use Agreement and Letter Agreement dated April 18, 2008. You may recall just before you signed and returned the enclosed you had a question regarding further clarification of the phrase "all weather road" as stated in the SUA. One clarification would be that the additional road to future cabin site, if requested, would be comparable to the access road Delta plans to construct on your property to the pad planned for your property. Please let me know if this sentence does not clear up any questions in your mind as to the definition of an "all weather road".

Also in a previous voice mail you indicated that you would forward the requested W-9 Form. As of this date I have not received this form. This needs to be in our system prior to making any future payments.

Please give me a call if you have any questions.

Sincerely,

DELTA PETROLEUM CORPORATION

Paul Joeckel
Land Manager
Direct line- 303-820-4046

SURFACE USE, ACCESS AND RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made and entered into on this 18th day of April, 2008, (the "Agreement") by and between Sup & Shep, LLC, a Colorado Limited Liability Company, whose mailing address is 2196 Avenal Lane, Grand Junction, Colorado 81503 ("Grantor") and Delta Petroleum Corporation ("Delta"), whose address is 370 Seventeenth St., Suite 4300, Denver, Colorado 80202.

WHEREAS, Grantor owns the surface to the following described property located in Mesa County, Colorado:

Mesa County Parcel Number 2661-253-00-307, also described as

Township 9 South, Range 93 West, 6th P.M.
Section 25: Parcel 22 of Tranquility Ranches Subdivision as dedicated in Plat dated July 26, 2004 and recorded in Book 3702 at Page 983 of the Mesa County Records. Said parcel being more fully described in Warranty Deed dated July 26, 2004 and recorded in Book 3704 at Page 703 of the Mesa County Deed Records.
Containing 36.17 acres, more or less

(hereinafter called the "Property"); and

WHEREAS, Delta intends to drill multiple wells from one (1) surface location as agreed to by Grantor and Delta located in the Property.

WHEREAS, Grantor and Delta wish to memorialize their agreement concerning surface use and the payment for disturbance to the Property in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the wells, access roads, and all pipelines, tank batteries and other facilities on the Property by Delta, its affiliates, successors or assigns.

THEREFORE, for and in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Delta agree as follows:

Article I: Wells and Wellpads:

Delta shall have surface a location on the Property, (hereinafter called "Wellpad") as agreed to by Grantor.

A. The surface disturbance for the Wellpad will be an area no larger than 450' by 450' totaling not more than 4.65 acres. Delta will furnish Grantor with a survey plat denoting the actual area of disturbance and shall pay Grantor in accordance with the terms of a separate unrecorded Letter Agreement. Delta may drill directionally from the Wellpad so that the bottom-hole location may be on fee or federal minerals on and/or outside the Property.

B. Prior to the construction of the Wellpad, Delta shall remove the top six inches (6") of topsoil and stockpile such topsoil within the confines of the Wellpad for future reclamation.

C. After interim reclamation, Delta shall install fencing around any reclaimed open pits.

D. Delta will use reasonable efforts to centralize production equipment on the Wellpad and will use reasonable efforts to locate production and gathering facilities together with related pipelines and valves at the production equipment site. If necessary, Delta will install remote monitoring and control equipment in order to reduce vehicle traffic to and on the Wellpad.

Article II: Access Road Construction:

Delta's access to the Property shall be consistent with the proposed access road (hereinafter the "Road") as agreed to by Grantor and Delta as identified on Exhibit "A" attached hereto and made a part hereof or any such substitute access road as mutually agreed to by the parties.

A. All equipment, vehicles and personnel related to operations on the Property shall access such lands through the Road or any substitute access road mutually agreed upon by the parties.

B. The Road will be constructed in such a manner that damage from surface runoff will be minimized and Delta will construct adequate bar ditches and install culverts to be specified by Grantor. The Road will be graveled to conform to an all weather road.

C. In accordance with the terms of this Agreement, Grantor does hereby grant, bargain, convey and confirm unto Delta, a non-exclusive easement and right-of-way, as limited herein, to construct, maintain, and utilize the Road for ingress and egress across the Property to the Wellpad and adjoining property Owner.

Article III: Pipelines:

Pipeline routes shall be mutually and reasonably selected by Grantor and Delta based on topography, surface use, reclamation, distance and configurations of the pipeline routes. Access across the Property to compressor sites, gas facilities and water disposal facilities located off the Property shall be selected by Grantor and Delta. Delta will endeavor to accommodate any reasonable concerns or issues that Grantor may have with the placement and/or operation of any pipelines; however, Grantor's consent to any pipeline route shall not be unreasonably withheld. Delta shall be authorized to transport gas and water produced from other land through the pipelines located on the Property.

A. In accordance with the terms and limitations of this Agreement, Grantor does hereby grant, bargain, convey and confirm unto Delta a non-exclusive easement and right-of-way to lay, construct, maintain, operate, repair, replace, and remove pipelines, together with all necessary valves, connections and fittings for the transportation of oil, gas, and produced water and to erect, maintain and remove cathodic protection equipment on, over, under, through and across a strip of land fifty feet (50') in width (the "Right-of-Way"). The Right-of-Way shall revert to twenty-five (25') feet in width after initial construction (being twelve and one-half (12.5') feet on each side of the center line of the pipeline). All pipelines shall be buried at least 36 inches below the surface of the ground.

B. Upon completion of installation of the pipeline, Delta agrees to restore the ground by replacing any top soil that was removed during construction and adequately tamping and packing to a condition, as nearly as possible, as it existed prior to the installation of the pipeline(s). All rocks three inches (3") in diameter or greater will be removed and placed at a location designated by Grantor or hauled off the

Property. Delta will mitigate any erosion problems that arise due to the construction of any pipeline(s). Delta agrees to re-seed any disturbed area, utilizing a weed free seed mixture, application rate, timing and reseeding method pre-approved by the Grantor. If vegetation comparable to the original condition of the disturbed area is not established, such re-seeding shall be continued until such vegetation is established. Final reclamation shall be completed to the reasonable satisfaction of the Grantor as soon as practical after installation (weather permitting).

Article IV: Payments:

Delta shall pay Grantor as compensation for the Wellpad, the Road and any pipeline rights of-way in those amounts and upon those payment terms as mutually agreed upon by the parties and memorialized in a separate Letter Agreement. Grantor warrants that he is the Owner of the entire surface subject to this Agreement and that no one who is not party to this Agreement is entitled to payment for normal damage to the surface of the Lands for which payment will be made pursuant to those payment terms as mutually agreed upon by the parties and memorialized in a separate Letter Agreement. The payments described in this Article shall constitute a one time payment in full by Delta and its affiliates for all normal damages, including, but not limited to, damages to growing crops associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the wells on the Wellpad. Normal usage includes, but is not limited to, reasonable and customary ingress, egress, rights-of-way, construction of the Road, preparation and use of the Wellpad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flowlines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom, to the extent such construction and use complies with the terms of this Agreement. If Delta replaces or installs an additional pipeline(s) in the pipeline right-of-way after reclamation of the right-of-way, Delta will compensate Grantor for loss of usage caused to growing crops.

Article V: Interim Reclamation:

The following areas shall be exempted from the interim reclamation requirements (except for weed control) set forth herein: i) the driving surface and bar ditches of the Road, and ii) the production area at the Wellpad. Each acre of surface disturbance which is not included in the exempted areas and is no longer necessary for drilling operations shall be restored as near to its original condition as practicable by Delta in the following manner:

A. the disturbed area shall be ripped and recontoured to conform with existing grade and no recontoured slope shall exceed a grade of five linear feet to one foot in elevation;

B. weed free topsoil shall be replaced on the disturbed area to a quality and depth which meet its original condition, as near as practicable;

C. the disturbed area shall be revegetated utilizing a weed free seed mixture, application rate, timing and reseeding method pre-approved by the Grantor. If vegetation comparable to the original condition of the site is not established, such reseeding shall be continued until such vegetation is established;

D. foreign substances and unnecessary equipment shall be removed from each disturbed area;

E. erosion resulting from Delta's operations shall be adequately controlled and remediated; and

F. noxious weeds shall be fully and adequately controlled on such disturbed areas of the Property. No foreign soil or seed from off the Property shall be used on the Property unless such soil or seed is weed free. Such interim reclamation shall be commenced by Delta within one (1) year (weather permitting) of the final rig release from the Wellpad unless agreed to by Grantor and Delta,

Article VI: Final Reclamation:

A. Except as consented to in writing by Grantor, each well shall be plugged and abandoned by Delta in accordance with the applicable law upon permanent cessation of production. Weather permitting, within thirty (30) days following the plugging and abandonment of the last remaining well on the Wellpad, all surface equipment and surface appurtenances shall be removed by Delta from the Property and all unreclaimed and/or unrevegetated areas previously disturbed by Delta's operations shall be reclaimed by Delta in accordance with the standards set out in the Interim Reclamation Article above.

B. At least 30 days prior to reclamation of the Road or any portion thereof, Delta shall provide Grantor written notice of such roadway reclamation, which shall include a plat of the portion of the Road to be reclaimed. During the period prior to reclamation, Grantor may elect to retain any such portion of the Road for ranch use by giving written notice to Delta. Upon receipt of Grantor's election to retain such portion of the Road, Delta shall blade the Road into good and passable condition, and shall thereafter be relieved of its obligation to maintain and/or reclaim such portion of the Road.

Article VII: Use and Enjoyment:

Delta's surface use pursuant to this Agreement shall be non-exclusive. Grantor shall have the right to use the surface of the Property in any manner which does not unreasonably interfere with Delta's operations, including without limitation, construction, installation and use of roads, utilities, ditches, irrigation and water impoundment structures, trails, fences and buildings. Grantor retains the exclusive right to grant hunting and fishing rights. Grantor agrees not to construct water impoundments or structures which would interfere with Delta's actual surface use.

Article VIII: Gates and Fences:

A. Delta shall promptly restore all fences which may have been damaged by Delta's operations on the Property to as good a condition as such fences were prior to such operation. When any fence upon the Property is required to be opened, such opening shall not be left unattended without a good and sufficient gate, fence or cattle guard capable of turning domestic livestock.

B. Delta agrees to install either a cattle guard and/or a gate at each point where fences cross roads and to construct fences adequate to prevent driving around such gates. The foregoing requirement shall be applicable only in those instances where Delta utilizes such roads for its operations.

C. Delta will fence the access road on both sides through the hay meadows with 4 strand barb wire with one cedar post and three steel posts spaced 12 feet apart and will install gates specified by Grantor to allow access into the hay meadows.

LETTER AGREEMENT

THIS LETTER AGREEMENT ("Agreement") is made on this 18th day of April, 2008, by and between Sup & Shep, LLC, a Colorado Limited Liability Company, whose mailing address is 2196 Avenal Lane, Grand Junction, Colorado 81503, hereinafter referred to as "Grantor," and Delta Petroleum Corporation, whose legal address is 370 Seventeenth St., Suite 4300, Denver, Colorado 80202, hereinafter referred to as "Delta."

WHEREAS, Grantor owns the surface to the following described property located in Mesa County, Colorado:

Mesa County Parcel Number 2661-253-00-307, also described as

Township 9 South, Range 93 West, 6th P.M.
Section 25: Parcel 22 of Tranquility Ranches Subdivision as dedicated in Plat dated July 26, 2004 and recorded in Book 3702 at Page 983 of the Mesa County Records. Said parcel being more fully described in Warranty Deed dated July 26, 2004 and recorded in Book 3704 at Page 703 of the Mesa County Deed Records.
Containing 36.17 acres, more or less

(hereinafter called the "Property"); and

WHEREAS, Grantor has agreed to let Delta build, construct and lay pipelines and road access right-of-way across said property and build a surface well pad on the Property.

WHEREAS, Delta has agreed to pay Grantor certain surface damages for the surface well pad location, pipeline and road access right-of-way.

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

In compliance with the terms and conditions of that certain Surface Use, Access and Right of Way Agreement by and between Grantor and Delta dated April 18, 2008, Delta agrees to pay Grantor the sum of $35,000, representing full payment for 7 wells to be drilled upon the surface pad location. This payment to Grantor is for use of approximately 4.65 acres for the construction of the surface well pad location, pipeline and road access right-of-way, along with the drilling and operating of multiple wells and shall be due and payable to Grantor not less than 15 days prior to commencement of construction of the pad. On or before two years from the date construction is commenced on the pad Delta intends to drill three (3) additional wells on the pad. In the event drilling has not commenced on the thee (3) additional wells on or before the expiration date of this time period then Delta shall prepay the damages described in the following sentence for each of the remaining three (3) wells within 15 days of the expiration of the two (2) year time period. In the event additional wells are drilled on pad after the initial ten (10) wells described above, a payment of Five Thousand and 00/100 Dollars ($5,000.00) per well shall be due to Grantor not less than 15 days prior to the commencement of the drilling of each well.

After completion of construction, Delta will survey the surface location, pipeline and road access right-of-way to determine the total acres of disturbance for payment purposes. Delta shall

Article IX: Prohibited Non Oil and Gas Activities:

Delta shall not permit its agents, employees, contractors, subcontractors, or service company personnel to possess or use drugs or alcohol or carry firearms, or to bring dogs or other animals on the Property.

ARTICLE X: Notice of Delta Operations:

Delta will provide Grantor a twenty-four hour/seven day a week emergency contact number. Delta agrees not to permit nor authorize entry onto the Property by any person who is not required to conduct its oil and gas operations on the Property. For purposes of this Agreement, Notice by either Party shall be promptly given, orally if possible, and/or immediately mailed as noted below:

Grantor	Delta
Sup & Shep, LLC, a Colorado Limited Liability Company ~~2196 Avenal Lane~~ 474 Escondido Circle Grand Junction, Colorado 81503 (970) 270-7143	Delta Petroleum Corporation 370 17th Street, Suite 4300 Denver, Colorado 80202 (303) 293-9133

ARTICLE XI: Personal Property:

Any real or personal property usage limitations incurred by Grantor as a result of Delta's operations on said Property, other than those uses previously covered by the payments specified herein, and excepting any such usage limitations which are attributable to Grantor's actions, shall be remedied or compensated, subject to Delta receiving and approving justifiable documentation from Grantor, within sixty (60) days after receipt of written notice from Grantor specifying the damage.

ARTICLE XII: Indemnification:

Without limiting Grantor's rights or Delta's obligations herein, Delta agrees to defend, indemnify and hold Grantor harmless against any and all loss, damage, claims or liabilities arising directly from Delta's operations or the operations of Delta's agents, contractors or subcontractors hereunder.

ARTICLE XIII: Compliance with Laws and Construction:

Delta shall conduct its operations in a manner which fully complies with applicable federal, state or local statutes, laws, ordinances, rules, regulations and shall comply with the lease terms and stipulations set forth in the oil and gas lease covering the property. This Agreement shall be construed in accordance and subject to the laws of the State of Colorado and subject to the jurisdiction of the Colorado Courts.

ARTICLE XIV: Integration:

The matters set forth herein comprise the complete agreement between the parties. All verbal discussions and prior writings between the parties related to the negotiation of this Agreement shall be merged herein.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREAS, the parties have executed this Agreement effective as of this 18th day of April, 2008 (the "Effective Date").

Sup & Shep, LLC, a Colorado Limited Liability Company

By: _____
David W. Shepard, Jr., Manager

Delta Petroleum Corporation

By: _____
Lyell A. Coe
Sr. Vice President of Land

ACKNOWLEDGMENTS

STATE OF COLORADO }
}ss.
COUNTY OF MESA }

The foregoing instrument was acknowledged before me this 25th day of April, 2008 by David W. Shepard, Jr., Manager of Sup & Shep, LLC, a Colorado Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC PAMELA THORNBURG STATE OF COLORADO
My Commission Expires 09/15/2011

Pamela Thornburg
Notary Public
My commission expires: 9-15-2011

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

On this 28th day of April, 2008 before me personally appeared Lyell A. Coe known by me to be the Senior Vice-President of Land of Delta Petroleum Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed it for the uses and purposes therein set forth.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: 9/7/2008

[S E A L]

Laura L. Schinzel
Notary Public State of Colorado
Address: Denver, Co

LAURA L. SCHINZEL
NOTARY
PUBLIC
STATE OF COLORADO

ROAD RIGHT-OF-WAY DESCRIPTION ON SUP & SHEP LANDS

A 50' WIDE CONSTRUCTION RIGHT-OF-WAY (25' ON EACH SIDE OF THE FOLOWING CENTERLINE) REVERTING TO A 25' WIDE PERMANENT RIGHT-OF-WAY (12.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE).

BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 25, T9S, R93W, 6th P.M. WHICH BEARS S81°59'42"E 2135.91' FROM THE WEST 1/4 CORNER OF SAID SECTION 25, THENCE S73°52'21"E 56.68'; THENCE S21°35'02"E 85.56'; THENCE S19°11'43"E 92.68'; THENCE S17°24'18"E 60.97'; THENCE S33°32'20"E 110.70'; THENCE S31°03'28"E 32.85' TO A POINT IN THE NE 1/4 SW 1/4 OF SAID SECTION 25, WHICH BEARS S74°11'47"E 2419.28' FROM THE WEST 1/4 CORNER SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONSTRUCTION RIGHT-OF-WAY CONTAINS 0.504 ACRES MORE OR LESS. PERMANENT RIGHT-OF-WAY CONTAINS 0.252 ACRES MORE OR LESS.

ROAD RIGHT-OF-WAY DESCRIPTION ON HAYWARD RANCH L.L.C.

A 50' WIDE CONSTRUCTION RIGHT-OF-WAY (25' ON EACH SIDE OF THE FOLOWING CENTERLINE) REVERTING TO A 25' WIDE PERMANENT RIGHT-OF-WAY (12.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE).

BEGINNING AT A POINT IN THE NW 1/4 SE 1/4 OF SECTION 25, T9S, R93W, 6th P.M. WHICH BEARS N00°49'39"E 1794.05' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25, THENCE S85°38'28"E 157.33'; THENCE S85°51'47"E 178.32'; THENCE S87°16'16"E 73.68'; THENCE S87°16'16"E 20.17'; THENCE S88°42'10"E 137.25'; THENCE N89°57'32"E 144.94'; THENCE N85°30'04"E 69.65'; THENCE S86°02'25"E 126.69'; THENCE N89°05'16"E 160.50'; THENCE N88°57'46"E 152.92'; THENCE N89°47'05"E 259.61'; THENCE S89°44'04"E 123.68'; THENCE N89°34'15"E 229.93'; THENCE N88°30'24"E 71.26'; THENCE N37°59'30"E 26.88'; THENCE N07°47'56"W 196.90'; THENCE N08°57'03"W 217.18'; THENCE N01°08'10"E 208.22'; THENCE N03°47'50"E 258.14'; THENCE N17°49'37"W 99.52'; THENCE N33°51'44"W 235.43'; THENCE N49°56'25"W 260.19'; THENCE N47°57'18"W 189.19'; THENCE N47°43'18"W 190.53'; THENCE N49°11'05"W 243.60'; THENCE N46°20'31"W 118.90'; THENCE N42°13'29"W 157.42'; THENCE N29°01'43"W 69.22'; THENCE N14°24'53"W 106.56'; THENCE N34°56'09"W 72.10'; THENCE N47°00'15"W 155.67'; THENCE N37°54'15"W 108.71'; THENCE N41°01'14"W 70.27'; THENCE N50°27'27"W 103.94'; THENCE N51°19'02"W 106.61'; THENCE N49°12'38"W 91.88'; THENCE N28°08'36"W 85.28'; THENCE N26°50'43"W 84.18'; THENCE N31°41'09"W 46.01'; THENCE N37°13'13"W 95.71'; THENCE N46°55'36"W 104.21'; THENCE N58°13'32"W 108.81'; THENCE N72°04'10"W 99.96'; THENCE N55°48'25"W 128.02'; THENCE N44°44'40"W 76.41'; THENCE N24°51'31"W 106.26'; THENCE N29°19'04"W 109.19'; THENCE N49°27'55"W 48.10'; THENCE N55°25'20"W 73.53'; THENCE N49°49'27"W 63.32'; THENCE N41°39'47"W 42.76'; THENCE S30°46'04"W 89.71'; THENCE S30°28'09"W 103.52'; THENCE S48°32'59"W 72.18'; THENCE S82°50'08"W 90.15'; THENCE S72°12'36"W 99.27' TO A POINT IN THE NE 1/4 NW 1/4 OF SAID SECTION 25, WHICH BEARS S43°43'52"E 609.89' FROM THE NORTHWEST CORNER OF THE NE 1/4 NW 1/4 CORNER OF SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONSTRUCTION RIGHT-OF-WAY CONTAINS 7.943 ACRES MORE OR LESS. PERMANENT RIGHT-OF-WAY CONTAINS 3.971 ACRES MORE OR LESS.

ROAD RIGHT-OF-WAY DESCRIPTION ON ARVIN LEANY LANDS

A 50' WIDE CONSTRUCTION RIGHT-OF-WAY (25' ON EACH SIDE OF THE FOLOWING CENTERLINE) REVERTING TO A 25' WIDE PERMANENT RIGHT-OF-WAY (12.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE).

BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 25, T9S, R93W, 6th P.M. WHICH BEARS S74°11'47"E 2419.28' FROM THE WEST 1/4 CORNER OF SAID SECTION 25, THENCE S31°03'28"E 34.51'; THENCE S28°32'26"E 100.32'; THENCE S07°50'07"E 58.49'; THENCE S08°12'56"W 80.02'; THENCE S00°31'18"W 84.13'; THENCE S07°13'32"E 98.94'; THENCE S08°28'00"E 70.40'; THENCE S70°10'56"E 59.45' TO A POINT IN THE NW 1/4 SE 1/4 OF SAID SECTION 25, WHICH BEARS N00°49'39"E 1794.05' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONSTRUCTION RIGHT-OF-WAY CONTAINS 0.673 ACRES MORE OR LESS. PERMANENT RIGHT-OF-WAY CONTAINS 0.336 ACRES MORE OR LESS.

BEGINNING OF ROAD STA. 0+00 BEARS S81°59'42"E 2135.91' FROM THE WEST 1/4 CORNER OF SECTION 25, T9S, R93W, 6th P.M.

P.O.P.L. 4+39.44 BEARS S74°11'47"E 2419.28' FROM THE WEST 1/4 CORNER OF SECTION 25, T9S, R93W, 6th P.M.

P.O.P.L. 10+25.70 BEARS N00°49'39"E 1794.05' FROM THE SOUTH 1/4 CORNER OF SECTION 25, T9S, R93W, 6th P.M.

END OF ROAD STA. 79+58.21 BEARS S43°43'52"E 609.89' FROM THE NORTHWEST CORNER OF THE NE 1/4 NW 1/4 CORNER OF SECTION 25, T9S, R93W, 6th P.M.

DELTA PETROLEUM CORP.

LOCATION SURFACE USE AREA & ROAD RIGHT OF WAY ON STATE LANDS

(For Pad #5C)

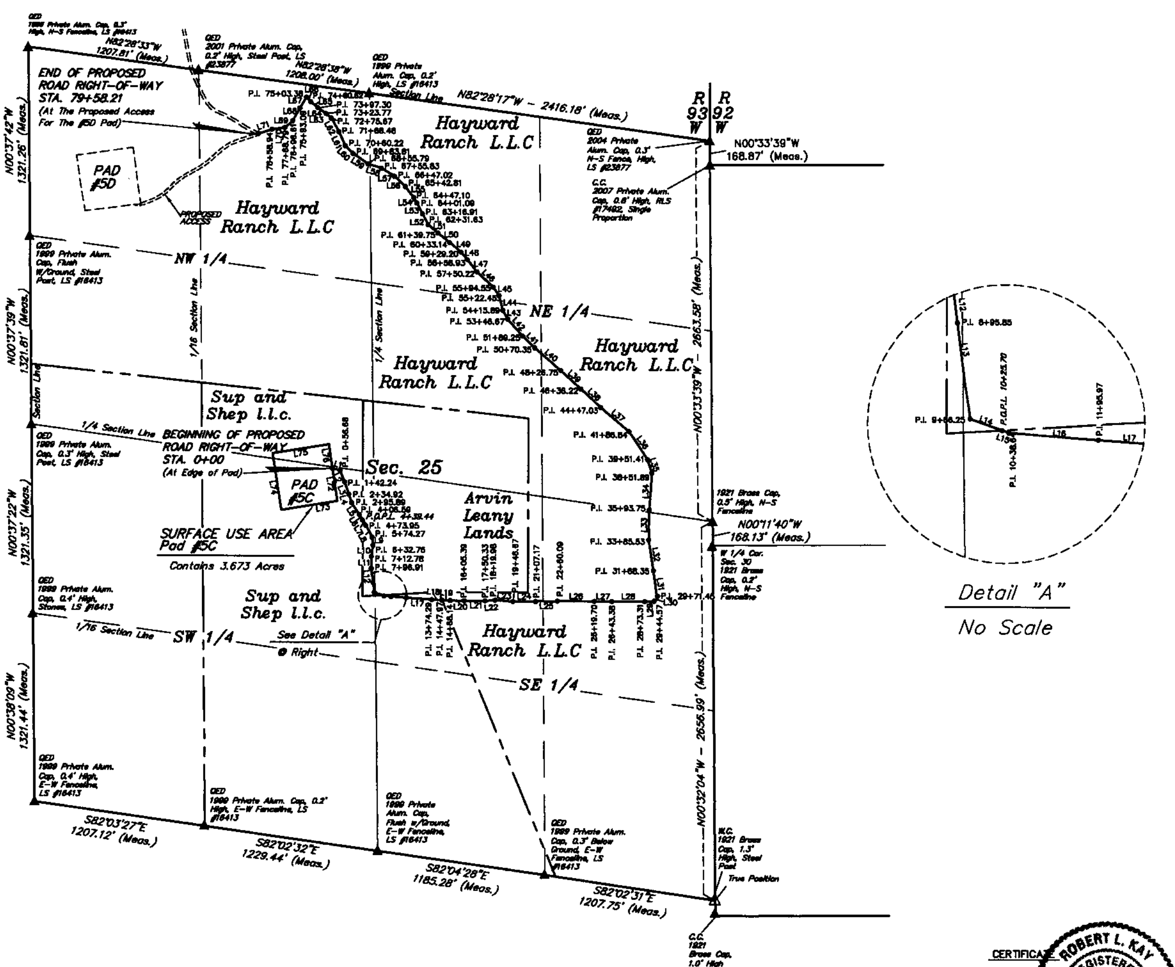
LOCATED IN
SECTION 25, T9S, R93W, 6th P.M.
MESA COUNTY, COLORADO

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 25, T9S, R93W, 6th P.M. WHICH BEARS S81°59'42"E 2135.91' FROM THE WEST 1/4 CORNER OF SAID SECTION 25, THENCE S08°57'59"E 233.00'; THENCE S81°00'20"W 400.00'; THENCE N08°57'59"W 400.00'; THENCE N81°00'20"E 400.00'; THENCE S08°57'59"E 167.00' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.673 ACRES MORE OR LESS.

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	CONSTRUCTION ACRES	RODS
SUP AND SHEP LLC	439.44	0.504	26.63
ARVIN LEANY LANDS	599.26	0.688	36.32
HAYWARD RANCH L.L.C.	6919.57	7.943	419.37

LINE TABLE		
LINE	BEARING	LENGTH
L1	S73°52'21"E	56.68'
L2	S21°35'02"E	85.56'
L3	S19°11'43"E	92.68'
L4	S17°24'18"E	60.97'
L5	S33°32'20"E	110.70'
L6	S31°03'28"E	32.85'
L7	S31°03'28"E	34.51'
L8	S28°32'26"E	100.32'
L9	S07°50'07"E	58.49'
L10	S08°12'56"W	80.02'
L11	S00°31'18"W	84.13'
L12	S07°13'32"E	98.94'
L13	S08°28'00"E	70.40'
L14	S70°10'56"E	59.45'
L15	S70°10'56"E	12.94'
L16	S85°38'28"E	157.33'
L17	S85°51'47"E	178.32'
L18	S87°16'16"E	73.68'
L19	S87°16'16"E	20.17'
L20	S88°42'10"E	137.25'
L21	N89°57'32"E	144.94'
L22	N85°30'04"E	69.65'
L23	S86°02'25"E	126.69'
L24	N89°05'16"E	160.50'
L25	N88°57'46"E	152.92'
L26	N89°47'05"E	259.61'
L27	S89°44'04"E	123.68'
L28	N89°34'15"E	229.93'
L29	N88°30'24"E	71.26'
L30	N37°59'30"E	26.88'
L31	N07°47'56"W	196.90'
L32	N08°57'03"W	217.18'
L33	N01°08'10"E	208.22'
L34	N03°47'50"E	258.14'
L35	N17°49'37"W	99.52'
L36	N33°51'44"W	235.43'
L37	N49°56'25"W	260.19'
L38	N47°57'18"W	189.19'
L39	N47°43'18"W	190.53'
L40	N49°11'05"W	243.60'
L41	N46°20'31"W	118.90'
L42	N42°13'29"W	157.42'
L43	N29°01'43"W	69.22'
L44	N14°24'53"W	106.56'
L45	N34°56'09"W	72.10'
L46	N47°00'15"W	155.67'
L47	N37°54'15"W	108.71'
L48	N41°01'14"W	70.27'
L49	N50°27'27"W	103.94'
L50	N51°19'02"W	106.61'
L51	N49°12'38"W	91.88'
L52	N28°08'36"W	85.28'
L53	N26°50'43"W	84.18'
L54	N31°41'09"W	46.01'
L55	N37°13'13"W	95.71'
L56	N46°55'36"W	104.21'
L57	N58°13'32"W	108.81'
L58	N72°04'10"W	99.96'
L59	N55°48'25"W	128.02'
L60	N44°44'40"W	76.41'
L61	N24°51'31"W	106.26'
L62	N29°19'04"W	109.19'
L63	N49°27'55"W	48.10'
L64	N55°25'20"W	73.53'
L65	N49°49'27"W	63.32'
L66	N41°39'47"W	42.76'
L67	S30°46'04"W	89.71'
L68	S30°28'09"W	103.52'
L69	S48°32'59"W	72.18'
L70	S82°50'08"W	90.15'
L71	S72°12'36"W	99.27'
L72	S08°57'59"E	233.00'
L73	S81°00'20"W	400.00'
L74	N08°57'59"W	400.00'
L75	N81°00'20"E	400.00'
L76	S08°57'59"E	167.00'



▲ = SECTION CORNERS LOCATED.

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO.
STATE OF UTAH

ROBERT L. KAY — REGISTERED LAND SURVEYOR — STATE OF COLORADO

REVISED: 03-12-08

UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH – 200 EAST • (435) 789-1017
VERNAL, UTAH – 84078

SCALE	DATE
1" = 600'	03-17-08
PARTY: J.F. R.H. L.K.	REFERENCES: G.L.O. PLAT
WEATHER: COLD	FILE: 3 2 3 2 7

#2986.000

DELTA
PETROLEUM
CORPORATION

370 Seventeenth Street
Suite 4300
Denver, Colorado 80202

Tel: 303.293.9133
Fax: 303.298.8251

www.deltapetro.com

October 29th, 2008

CERTIFIED MAIL # 7004 1350 0001 8880 1400

Sup & Shep LLC
ATTN: David Shepard
474 Escondido Circle
Grand Junction, CO
81507

RE: Surface Owner Notification
PAD NAME: 5C
Wells: NVega 25-223, NVega 25-242, NVega 25-243, NVega 25-323, NVega 26-442, NVega 25-133, NVega 25-143, NVega 25-232, NVega 25-233, NVega Federal 25-311
NESW-25-T9S-R93W
Mesa County, Colorado

Mr. Shepard,

Pursuant to Rule 305 of the rules of the Colorado Oil and Gas Conservation Commission ("COGCC"), Delta Petroleum Corporation provides the following information to you:

1. Delta intends to commence operations for the drilling of the captioned wells. We estimate that commencement of operations with heavy equipment shall occur within 180 days. However, due to equipment availability and scheduling, such operations may occur earlier, but in no event earlier than 30 days following your receipt of this letter.
2. The operator of the captioned wells is Delta 17th Street, Suite 4300, Denver, Colorado, 80202.
3. The location of the captioned pad is NESW of Section 25, T9S, R93W, Mesa County, Colorado.
4. Under the COGCC rules, the surface owner is responsible for notifying any affected tenant of the proposed operations.
5. A consultation page is enclosed upon which you may request your preference with respect to consultation under COGCC Rule 306. If an election is made to waive consultation, please sign, date and return the election page in the addressed, postage prepaid envelope otherwise a Delta representative will contact you to set up a meeting.
6. Also enclosed is a copy of the COGCC's informational brochure for surface owners containing rules pertaining to notice of oil and gas operations and opportunities for consultation thereon.
7. Further, enclosed is a copy of the COGCC's Onsite Inspection Policy.

Please call me at (303)820-4026 with any questions you have concerning the proposed operations.

Thank you,
DELTA PETROLEUM CORPORATION

John H. O'Shaughnessy

John H. O'Shaughnessy
Landman

Re: 30 Day Notice of Intent to Commence Drilling Operations
COGCC Rules 305 and 306
Surface Owner Drilling Consultation
PAD NAME: 5C
Wells: : NVega 25-223, NVega 25-242, NVega 25-243, NVega 25-323, NVega 26-442, NVega 25-133, NVega 25-143, NVega 25-232, NVega 25-233, NVega Federal 25-311
NESW-25-T9S-R93W
Mesa County, Colorado

I/we hereby request consultation regarding the drilling, completing, operating and reclamation of the subject wells and access road associated with the pad location.

Sup & Shep, LLC.

_____ _____
David Shepard, Manager Date

I understand I may name the affected tenant on my property as my representative or someone else of my choice.

I name _____ as my representative for the consultation.

OR

I/we hereby elect to waive consultation regarding the drilling, completing, operating and reclamation of the subject wells and access road associated with the pad location per the Surface Owner Consultation requirements as provided by COGCC Rule 306.

Sup & Shep, LLC.

By: _____ 11/5/08
David Shepard, Manager Date