



00254512

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ACCESS ROAD EASEMENT, RIGHT-OF-WAY AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the sum of One Thousand Two Hundred Dollars, (\$1,200.00) cash in hand paid by Contex Energy Company (for and on behalf of the Apache Corporation), the receipt and sufficiency of which is hereby acknowledged, do hereby give consent to **Apache Corporation** (hereafter "**Apache**"), 2000 Post Oak Blvd., Ste. 100, Houston, TX 77056-4400, to construct and maintain an access road located in the SW $\frac{1}{4}$ of Section 8, Township 8 North, Range 90 West, 6th P.M., Moffat County, Colorado.

This consent is to remain in force through the duration of all drilling, completion, production and transportation operations related to the Spetters #43-7 well located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 8 North, Range 90 West, 6th P.M., Moffat County, Colorado, but shall expire upon abandonment of the said well by **Apache**, its successors or assigns.

It is mutually understood and agreed that the consideration set forth above shall serve as the sole and final payment for damages related to construction of the roadway as actually established upon and across the above described premises. Payment shall be made by bank draft which shall be due and payable within twenty (20) days after the execution of this agreement.

And for the same consideration, the undersigned, as owners of the surface of the hereinabove described lands, hereby grant to **Apache**, its successors and assigns, a right-of-way and easement across and through the above described lands for the construction and maintenance of the referenced access road. Said right-of-way shall be no greater than twenty feet (20') in width. Wherever practical, **Apache** shall use reasonable efforts in good faith to make the actual roadway as narrow as possible to minimize adverse impact to the subject lands. In any event, **Apache** shall place the roadway so that the boundary of the right-of-way is a minimum of three feet from the contour boundary of the wheat field/crop located on the hereinabove described lands. **Apache** also agrees to compensate the undersigned surface owner(s) for any actual damages to said wheat crop occasioned by **Apache's** operations on the said lands. This right-of-way and easement is granted for the purpose of enabling **Apache**, its designees, agents, servants and others transacting business with **Apache**, to go upon, use and maintain at all times the access road through and over the subject property for the period described above. **Apache** agrees to maintain the access road in good condition and it further agrees to install cattle guards or locked gates where requested by the undersigned. Upon the plugging and abandonment of the referenced well, **Apache** shall use reasonable efforts in good faith to restore the subject property as near as practical to its

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original condition (including, but not limited to restoring the said lands to their currently existing contours and reseeded said lands with native grasses where applicable).

This agreement is made and entered into on this 25 day of April, 1996, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of both the undersigned and the **Apache Corporation.**

X Susan A. Spetter
Susan A. Spetter, Life Tenant
Soc. Sec. No. 394-22-1608

X Phyllis S. Bingham
Phyllis S. Bingham, Remainderman to the Life Estate of
Susan A. Spetter

X Vincent Bingham
Vincent Bingham, husband of Phyllis S. Bingham

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF MOFFAT §

On this 25th day of April, 1996, before me a notary public personally appeared Phyllis S. Bingham, remainderman to the Life Estate of Susan A. Spetter, and Vincent Bingham, her husband, to me known to be the identical persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed for the uses and purposes therein set forth.

My Commission expires: Jan. 4, 1997
My Commission Expires Jan. 4, 1997

Stacy L. Razzano
Notary Public:
Address: 808 Ashley
Wright CO 81425

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF MOFFAT §

On this 25th day of April, 1996, before me a notary public personally appeared Susan A. Spetter, Life Tenant, to me known to be the identical person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed for the uses and purposes therein set forth.

My Commission expires: Jan. 4, 1997
My Commission Expires Jan. 4, 1997

Stacy L. Razzano
Notary Public:
Address: 808 Ashley
Wright CO 81425