

ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT (herein "Agreement"), dated January 17, 2012, is made and entered into by and among Shell Frontier Oil and Gas Inc., a Delaware corporation ("Shell"), having an address of P.O. Box 576, Houston, TX 77001, and the City of Grand Junction, Colorado ("City") having an address of 625 Ute Avenue, Grand Junction, CO 81501, for the use and benefit of the Grand Junction Regional Communication Center.

WITNESSETH:

WHEREAS, Shell owns certain lands in Mesa County, Colorado described in the attached Exhibit "A" ("Subject Lands") traversed by a private road ("Road") as depicted on attached Exhibit "B".

WHEREAS, the City, on behalf of Grand Junction Regional Communication Center, desires the non-exclusive use of the Road for access in and to, upon, over and across the Subject lands, for purposes of construction, operating, repairing, inspecting and maintaining a communications tower to be built on lands located adjacent to the Subject Lands;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements and covenants contained herein and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Shell hereby grants to the City a non-exclusive and conditional easement for use of the Road, subject to the following terms and conditions:

1. This Agreement shall remain in force for ten (10) years and can be extended only through mutual written agreement of the City and Shell; provided, however, if the City fails to begin construction of the communications tower within one (1) year from the date of the Agreement, then Shell may terminate this Agreement immediately by providing City written notice of such termination, and upon such termination of this Agreement, the City will continue to have responsibility for any damage or other obligations caused by it prior to such termination.
2. Shell shall have the right to assign, transfer, sell or otherwise convey all rights to the Agreement at any time during the term of this Agreement or any extension thereof. Any assignment or transfer by Shell will not relieve the City of any obligation herein. The rights of the City under this Agreement shall not be assigned without the prior written consent of Shell.
3. The City, its successors, assigns, agents, employees, contractors and invitees, shall have the full, free and non-exclusive right and privilege to travel upon, pass and re-pass along, and use said Road in any lawful manner, including the transportation of persons, materials, supplies and commodities. The City's access, use and travel across Subject Lands shall be restricted and limited to the Road. This Agreement allows for vehicle travel only and does not allow for the parking of vehicles or storage of equipment on Shell's property. Use of the Road shall be in a safe, polite and prudent manner.
4. The City agrees that no firearms, weapons, illegal drugs, alcoholic beverages, or hunting will be permitted on the Subject Lands covered by this Agreement.

5. The City agrees to install a gate, capable of being locked, across the Road at a location to be designated by Shell. Shell and the City shall each provide the other with a key to any lock used on the gate. The City shall leave all gates located upon the premises open or closed as found, locked or unlocked as found, and shall reasonably attempt to keep the Road free from trash and debris. The City agrees to provide notice of these restrictions to all of its employees, contractors, agents and invitees shall be bound by said restrictions.
6. Shell reserves the right to relocate the position of the Road upon giving the City written notice of such a change.
7. The City, at its expense, shall provide ordinary and reasonable needed repairs and maintenance necessitated by its use of said Road. The City shall also repair any damages it creates to the Road, fences, premises, gates, culverts and cattle guards on Subject Lands.
8. The City assumes all liability and responsibility, financial and/or otherwise, for any damages occurring from the City's use of the Road.
9. To the extent authorized by law, the City shall indemnify Shell against, and hold Shell harmless of and from any and all claims and demands, loss or damage to property, injury to or death of any persons in any way arising out of the use or possession of said Road by the City. The City shall use all due diligence in notifying of said Road or the life or health of any persons entering upon said Road.
10. Shell makes no warranty or representation that the Road is safe, healthful or suitable for the purposes for which the City may use the Road. Shell makes no warranty as to its interest or rights in the Subject Lands and Road.
11. If in Shell's reasonable discretion, the City violates any term or condition of this Agreement, or fails to perform any obligation contained in this Agreement, Shell will provide written notice to the City, specifying the nature of such violation or failure. Upon receipt of said notice, the City will have ten (10) days to cure the violation or failure. If the City does not, in Shell's reasonable discretion, cure such violation or failure by the expiration of the ten (10) day period, then Shell shall immediately have the right to declare the City in default of this Agreement. Upon receipt of written notice of default, this Agreement shall be terminated and the City shall cease using the Road. Upon termination of this Agreement, the City will continue to have responsibility for any damage or other obligations caused by it prior to such termination.

IN WITNESS HEREOF, this instrument effective as of the date first set forth above.

Shell Frontier Oil & Gas Inc.

By: 

Name: Jeff Turnbull
Title: Attorney-In-Fact

City of Grand Junction, Colorado

By: 

Name: Rick Swartz
Title: City Manager

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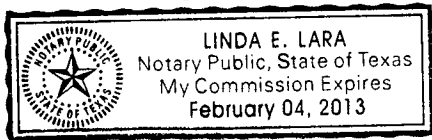
STATE OF TEXAS)
)ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 6th day of December, 2011, by Jeff Turnbull, as Attorney in Fact for Shell Frontier Oil & Gas Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

My Commission Expires:

February 4, 2013



[Handwritten Signature]

Notary Public in and for said County and State

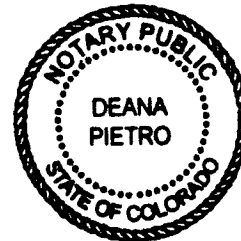
STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of January, 2012, by Rich Engelhart

Witness my hand and official seal.

My Commission Expires:

7/7/2012



My Commission Expires 07/07/2012

[Handwritten Signature]

Notary Public in and for said County and State

Exhibit A

Attached to and made a part of the Road Use Agreement between Shell Frontier Oil & Gas Inc. and the City of Grand Junction, Colorado dated 1/17, 2012.

Description of Subject Lands:

Township 9 South, Range 104 West, 6th P.M., Mesa County, Colorado

Portions of Section 28 : S2 S2 and

Portions of Section 33 : N2

More specifically identified as Mesa County Colorado Assessor Parcel Numbers :

7008-307-09-001

2685-283-00-014

2685-332-00-043

2685-332-00-046

Exhibit B
Mesa County, Colorado

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2685-283-00-014
SHELL FRONTIER OIL & GAS INC

7008-307-09-001
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2685-332-00-043
SHELL FRONTIER OIL & GAS INC

2685-331-00-051
SHELL FRONTIER OIL & GAS INC

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2685-332-00-046
SHELL FRONTIER OIL & GAS INC

2685-153-00-914
BLM