

SURFACE DAMAGE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned First Interstate Bank as Conservator for the Estate of Lorena M. Nordman being the owner(s), recognizing that the following described lands are subject to one or more oil and gas leases of record, and that the lessee and his assigns, and the agent of such to whom this instrument is delivered, have certain rights in the use of the surface of the lands covered by such lease or leases, and being now informed of the proposed use, including ingress and egress, placement of drilling location and other uses incident to the drilling for and the production of oil or gas on the following described lands, does hereby agree, in consideration of the premises and the further promise of the agent of lessee or his assigns, to pay to the undersigned the sum of TWO THOUSAND FIVE HUNDRED and 00/100-----Dollars (\$2,500.00) to acknowledge, and he does hereby acknowledge, subject only to the timely receipt of the above sum of money, such sum as full settlement and satisfaction of all detriment, injuries and damages growing out of, incident to, or in connection with the drilling and production from well(s)  
No. RMPCO Nordman Trust 32-20 upon the following described lands in Elbert County, Colorado, to-wit:

Township 6 South, Range 64 West  
Section 20: SW1NE1

caused by the moving in and the moving out of agent's derrick, drilling tools, vehicles, and all other machinery and equipment necessary or incident to the drilling, testing, completion and operation of such well(s) for oil and gas.

And for the same considerations, the undersigned does hereby release, acquit and discharge the said Rocky Mountain Production Co., itself and the principals for which it shall act, of and from any and all claims for detriment, injuries and damages heretofore sustained or which may be there- after sustained, growing out of, incident to or in connection with the drilling of said well(s) and operations incident thereto as aforesaid, and does particularly release, acquit and discharge said Rocky Mountain Production Co., and its principals, of and from, but not by way of limitation to, all such claims for detriment, injuries and damages to said land, the improvements thereon and appurtenances thereto, or to any grass, vegetation, shrubs, trees, crops, livestock, or other personal property growing or located there, or any damage or loss which the undersigned has or might hereafter sustain due to diminished quantity or quality of future crops caused by the above-mentioned operations. (a)

Dated this 15<sup>th</sup> day of January, 1985.

WITNESS:-

SIGNED

BY:

Jack Alexander  
Jack Alexander for First Interstate  
Bank as Conservator for the Estate  
of Lorena M. Nordman

- 1) Lessee agrees to construct a retention pond and dam in gully north of well-site.  
Upon termination of drilling, Lessee shall remove all debris, backfill and level all pits and re-establish pasture grasses on all disturbed areas (well-site, dam and roads).