



00270843

RECEIVED**SURFACE DAMAGE AGREEMENT****MAR 16 1992**

KNOW ALL MEN BY THESE PRESENTS;

COLO. OIL & GAS CONS. COMM.

Minnie K. Goltart, 1218 19th Street, Greeley, Colorado 80631, is the owner and Alvin Stecklein, 29008 WCR 108, Ault, Colorado 80610, is Surface Tenant, of the following described lands in Weld County, Colorado, to wit:

Township 9 North, Range 64 West, 6th P.M.
Section 9: NW/4

WHEREAS, Prima Oil & Gas Co. (with it's agents and assigns, hereinafter called "Company") proposes to clear a wellsite and access road on and across said land:

NOW THEREFORE, in consideration of the Sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) and other valuable consideration to the undersigned Owner (hereinafter called the "Owner") and Surface Tenant (hereinafter called the "Surface Tenant") in hand paid, the receipt of which is hereby acknowledged, in the proportion of \$0.00 to the Owner and \$1,500.00 to the Surface Tenant, the Owner and Surface Tenant do hereby release the Company from any and all claims for damage which have arisen, or may arise from, out of, or in connection with any of it's operations on said lands and accepts the above payment as full compensation for all such damages subject to the following, to wit:

1. The wellsite shall be located in the NE/4 NW/4 according to and within the governing regulations.
2. The topsoil shall be removed from the area over the pits, stockpiled and held in reserve until the contour of the site is re-established. The wellsite shall be returned to original slope and contour, as is reasonably practicable, following completion operations and any case in no less than 90 days following release of the drilling rig.
3. Access to the wellsite and tank battery (hereinafter known as "Access") shall be from WCR 108 from a point approximately north of the wellsite, thence south to the wellsite, being a road twenty feet in width, as shown on the plat attached hereto.
4. The separator and cement water pit shall be located approximately 100 feet north of the wellhead adjacent to the Access.
5. Company agrees to be responsible for any alterations needed to existing fences for the purpose of drilling, completing or production of the well herein proposed. Company shall fence off the wellsite and access road for delineation of such.
6. Company agrees to install culverts if needed to maintain present land drainage and irrigation, so long as Company operates the herein proposed well. Owner does hereby give permission to install said culverts.
7. Company agrees to pay \$500.00 an acre for damages to growing crops occurring as a result of future reworking operations.


8. Consideration herein stated shall be for damage to maximum of 3.0 acres per wellsite. Damages to any acreage in excess of 3.0 acres shall be paid at a rate of Five Hundred per acre proportionately.

9. In addition to the consideration above Company shall apply for permit to drill a water well for drilling and domestic purpose (including livestock watering). Should Company be successful in obtaining the right to drill such a well, it shall leave the well in place after using it for drilling. Further Company shall have the right to use water from such for future oil and gas drilling and completion purposes without further cost to Company. Owner shall become owner of the well.

Agreed to and accepted this 11th day of March, 1992.

Prima Oil & Gas Company

Owner

By: 
Stephen Lunsford, Agent

By: Minnie K. Gorgart
Minnie K. Gorgart
SS#

Surface Tenant

By: Alvin Stecklein
Alvin Stecklein
SS#