



00215547

SURFACE DAMAGE AGREEMENT

AGREEMENT, made and entered into this ~~4th~~ day of April, 1990, between Ida A. Weitzel (Weitzel), and Mile Hi Oil & Gas, Inc. (Mile Hi). The parties hereto recognizing that the following described lands are subject to one or more oil and gas leases of record and that Mile Hi Oil & Gas, Inc. and its assign, and agent of such to whom this instrument is delivered, have certain rights in the use of the surface of the lands covered by such 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 production of oil or gas on the following described lands, does hereby agree:

1. Prior to the commencement of drilling operations for this well, to be named the Lindvall #11-10, Mile Hi agrees to pay to Weitzel as consideration the sum of Ten and More Dollars (\$10.00 and more) and they do acknowledge, subject only to timely receipt of the above consideration as full settlement, subject to the other provisions hereto.
2. Mile Hi agrees to reshape the disturbed lands as near as possible to its original contour. During the backfilling of any pits that were dug, the soil shall be compacted to prevent subsidence and reseed said land.
3. Mile Hi, where feasible, shall use any existing roads and to minimize the amount of new road installation required to access the drillsite and production equipment.
4. Mile Hi agree to pay for any damages to person and property caused by Mile Hi negligence during the operating of a producing well.
5. Mile Hi agree to fence all producing wells, tanks and equipment and all other improvements with a protective fence at least four (4) feet high, and install cattle guards where necessary to access production facilities.
6. Mile Hi agree to locate the separator and tank battery at a location close to the wellhead.
7. The location of the aforementioned well shall be on the following described land in Weld County, Colorado, to wit:

Township 7 North, Range 60 West, 6th P.M.
Section 10: SW/4

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This Agreement shall be binding on any subsequent surface owner(s) and represents the full and complete agreement between the parties.

By: Ida A. Weitzel
Ida A. Weitzel

STATE OF COLORADO)
COUNTY OF WELD) ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of April, 1990, personally appeared Ida A. Weitzel, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Witness my hand and notarial seal.
My Commission Expires: 6-22-91

E. Russell Koeniger
E. Russell Koeniger, Notary Public
9653 W. Arlington Avenue
Littleton, Colorado 80123

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