



00275285

**SURFACE AGREEMENT**

THIS AGREEMENT is made and entered into this 23rd day of December, 19 89, by and between Visintainer Sheep Company (hereinafter "OWNER") and Resource Enterprises (hereinafter "OPERATOR") with respect to location and road right-of-way damages, ~~\_\_\_\_\_~~, and other items pertaining to contemplated drilling operations. L.D.V.  
MS

WITNESSETH That in consideration of the covenants and agreements herein contained, and other valuable considerations, the parties hereto agree as follows:

- (1) OPERATOR may drill one or more oil and gas wells on the following described lands in Moffat County, Colorado:  
Township 9 North, Range 91 West, 6th P.M.  
Section 7: SE4
- (2) OWNER hereby grants unto OPERATOR, its agents, employees, and assigns, a private right to enter upon and use the property of OWNER for the purpose of drilling, completing, and producing oil or gas wells together with the right-of-way and easement across OWNER's lands to construct and maintain access roads, well sites, tank batteries, and other such related facilities being necessary for the OPERATOR's complete enjoyment of the rights granted herein.
- (3) OPERATOR shall notify OWNER prior to entry upon said lands, and shall consult with OWNER as to the location of wellsites, roads, and other facilities.
- (4) OPERATOR agrees to pay OWNER for each wellsite, in advance, the sum of \$1,750.00 as payment in full for location damages. For all roads constructed or used on or across OWNER's lands by OPERATOR, OPERATOR shall pay OWNER \$2.00 per lineal rod in advance. For pipeline rights-of-way, OPERATOR agrees to pay OWNER \$2.00 per lineal rod.
- ~~(5) OPERATOR shall pay OWNER for the above described well sites, location damages, and pipeline rights-of-way, in advance, the sum of \_\_\_\_\_.~~ L.D.V.  
MS
- (6) OPERATOR agrees that the aforementioned payments cover only loss arising from the use of the location and access road and does not include loss or damage to other property of OWNER. Any additional loss or damage caused by employees of OPERATOR and its agents are to be negotiated and compensated for by OPERATOR to OWNER.
- (7) OPERATOR will and does hereby agree to indemnify, hold and save OWNER harmless from all liability, claims, demands or damages, including attorney's fees, resulting from or arising out of OPERATOR's activities or operations on OWNER's lands. All work performed by OPERATOR shall be conducted at its own risk and expense.
- (8) OPERATOR agrees that no animals, alcohol, drugs, firearms or hunting will be allowed on OWNER's lands.
- (9) OPERATOR agrees to keep the location and road right-of-way in good order and free of litter and debris.



EXHIBIT "A"

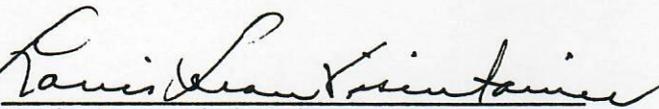
Attached hereto and made a part hereof that certain Surface Agreement dated December 23, 1989 between Visintainer Sheep Company, "OWNER" and Resource Enterprises, "OPERATOR".

(12) Additional Provisions:

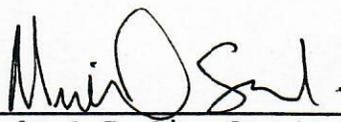
- (A) In the event OPERATOR needs to relocate pipeline which was placed in-ground by OPERATOR, OPERATOR agrees to pay OWNER \$5.00 per lineal rod.
- (B) In the event that there is production in commercial quantities, OPERATOR agrees to install Cattle Guard at fence line.
- (C) This Surface Agreement will be subject to all terms and conditions as set forth in that certain Surface Agreement recorded in Book 606 at Page 459 in the Clerk and Recorders Office of Moffat County, Colorado.
- (D) It is understood that the rights-of-way referred to in paragraph (4) of this Surface Agreement shall not exceed twenty (20) feet in width.

SIGNED FOR IDENTIFICATION

OWNER:

By:   
Louis Dean Visintainer, General Partner  
Visintainer Sheep Company

OPERATOR:

By:   
Michael Soulis, Agent  
Resource Enterprises