

RELEASE OF SURFACE DAMAGES



KNOW ALL MEN BY THESE PRESENTS: 121-10659

THAT, the undersigned, Hickert Land Company, Inc., a Colorado corporation, of P. O. Box H, Akron, CO 80720, for and in consideration of, and ten (10) days prior to the commencement of drilling operations, will receive the sum of \$1,000.00 in hand paid by Vista Resources of 61 McMurray Road, Suite 300, Pittsburgh, PA 15241, the sufficiency of which is hereby acknowledged, does hereby discharge, release and acquit the said Vista Resources, its successors, and assigns, from all actions, causes of actions, suits, claims and demands whatsoever for and on account of crop and land damages to the following described real estate, to wit:

Township 3 South, Range 49 West, 6th P. M.
Section 4: NESW
Washington County, Colorado

and for and on account of any damages to the appurtenances thereto, land, grass or growing crops thereon caused by the drilling of the Hickert Land Co. #23-4 well, the laying of lead lines and salt water lines, and the installation of tank batteries located in the following location, to wit

Township 3 South, Range 49 West, 6th P. M.
Section 4:

Vista Resources further acknowledges its responsibility to fill the drilling pits as soon as they have had the opportunity to dry sufficiently.

Hickert Land Company does hereby give, grant and convey to Vista Resources the right to enter upon and use the above described lands for the purpose of drilling, testing, completing and producing oil and/or gas wells together with the right-of-way (not to exceed 30 feet in width) and easements across the lands of Hickert Land Company necessary to construct well site, tank batteries, and other such related facilities required for Vista Resources to exercise its rights under its oil and gas lease. In the event the well is determined to be a producer, the access roadway surface will be improved.

Vista Resources shall be responsible for restoring the drilling location to its original condition or to the size necessary for a normal producing location insofar as is practicable as soon as site conditions reasonably permit following the completion of drilling and completion operations. This will include reseeding with native grass mixture.

FURTHER, for the same consideration, the undersigned parties hereto accept said sum of money in full settlement of all such damages and acknowledge that this release shall be deemed to be and is a complete discharge and satisfaction of the Lessee's obligations to pay such damages.

The undersigned agree to waive the minimum thirty (30) day notice requirement described in the notice letter provided by Contex Energy Company on behalf of Vista Resources, to the undersigned when it initially gave notice of its intent to drill the well described above.

This release shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

EXECUTED this 21 day of February, 2002.

WITNESS:

Carl Anderson

Hickert Land Company, ^{Inc.} a Colorado corporation

BY: *Roger W. Hickert, Pres.*

Hickert Land Company, Inc.
a Colorado corporation
P. O. Box H
Akron, CO 80720

RE: NOTICE LETTER OF INTENT TO DRILL
Proposed Hickert Land Co. # 23 - 4 Well
NESW of Section 4, T3S-R49W
Washington County, Colorado
Vista Resources, Operator

SURFACR OWNER CONSULTATION PREFERENCE (Rule 306)

Surface owner hereby requests that all consultation concerning the drilling and reclamation operations of the captioned well be discussed with:

Surface Owner

Surface Owner's Tenant:
Name, address and phone number of tenant, if applicable:

NOTICE REQUIREMENT (Rule 305)

WAIVER OF 30 DAY NOTICE VIA LETTER OF INTENT TO DRILL

Surface owner hereby waives the required 30-day notice of commencement of operations with heavy equipment on the captioned well:

YES

NO

ACKNOWLEDGED THIS 21 day of FEBRUARY, 2002.

SURFACE OWNER:

Hickert Land Company, ^{Inc.} a Colorado corporation

By: Roger W. Hickert, Pres.