

## **SURFACE DAMAGE AGREEMENT**

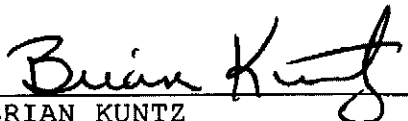
THIS AGREEMENT is made and entered into this 21 day of June, 2013, by and between Brian Kuntz and Annie Kuntz, husband and wife, hereinafter called Grantors, and Grand Mesa Operating Company, hereinafter called Grantee. For and in consideration of the sum of [REDACTED] (said sum to be delivered to Grantors prior to drilling operations being commenced) the receipt and sufficiency of which is hereby acknowledged. Said sum to cover the drillsite location loss of crops as well as the ingress/egress road loss of crops during the drilling of said well. Grantors do hereby accept said sum as complete settlement and satisfaction and hereby discharge Grantee for surface damages caused by the drilling of the K-M #1-2 Well located on lands situated in Washington County, Colorado, described as follows, to-wit:


Township 2 South, Range 52 West  
Section 2: NW/4

Grantors and Grantee further agree that in the event the K-M #1-2 Well shall be completed as a well capable of producing oil and/or gas, Grantee shall deliver the sum of [REDACTED] to Grantors on an annual basis on the anniversary of the completion of said well for crop loss for the drillsite location, until said well is plugged and abandoned.

The provisions of this Surface Damage Agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the Grantors named herein.

IN WITNESS WHEREOF, the undersigned Grantors have accepted all of the terms and provisions of the Surface Damage Agreement as of the date shown above.

  
BRIAN KUNTZ

  
ANNIE KUNTZ

STATE OF COLORADO                    )  
  ) ss  
COUNTY OF Washington            )

Before me, the undersigned, a Notary Public, within and for said County and State on this 21 day of June, 2013, personally appeared Brian Kuntz, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiant was by me duly sworn to the foregoing Surface Damage Agreement.

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

MY COMMISSION EXPIRES:

2-24-15

Bobbie Reynolds  
Notary Public

BOBBIE REYNOLDS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19994004380  
MY COMMISSION EXPIRES FEB. 24, 2015

STATE OF COLORADO                    )  
  ) ss  
COUNTY OF Washington            )

Before me, the undersigned, a Notary Public, within and for said County and State on this 21 day of June, 2013, personally appeared Annie Kuntz, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiants were by me duly sworn to the foregoing Surface Damage Agreement.

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

MY COMMISSION EXPIRES:

2-24-15

Bobbie Reynolds  
Notary Public

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NOTARY PUBLIC  
STATE OF COLORADO  
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MY COMMISSION EXPIRES FEB. 24, 2015