



SURFACE DAMAGE AGREEMENT

RECEIVED
JUN 25 1981
COLORADO OIL & GAS CONS. COMM.

WHEREAS, George A. Wilkinson and Ellie J. Wilkinson are the owners of the surface of the NW $\frac{1}{4}$ of Section 3, Township 8 North, Range 66 West, 6th. P.M., and

WHEREAS, Champlin Petroleum Company is the owner of the oil, gas and other minerals in and under the above described tract of land, and

WHEREAS, Amoco Production Company is the owner of that certain Oil and Gas Lease recorded in the Official Records of Weld County, Colorado, in Book 793 under Reception No. 1714733 covering, among other lands, the above described tract, and

WHEREAS, Continental Gas Transmission Company is the owner of an interest in the above described lease, and

WHEREAS, Continental Gas Transmission Company intends to commence, or cause to be commenced, operations for the drilling of a well for oil and/or gas at a site in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 8 North, Range 66 West, 6th. P.M., on or after July 1, 1981, and

WHEREAS, Continental Gas Transmission Company desires to reasonably compensate George A. Wilkinson and Ellie J. Wilkinson for damages caused to the surface of their land by such drilling operations and by production equipment placed upon the surface of said land should such be necessary for production from the above referenced well,

THEREFORE THIS AGREEMENT is made and entered into between George A. Wilkinson and Ellie J. Wilkinson, husband and wife, 15588 Weld County Road 98, Nunn, Colorado 80648 (hereinafter referred to as "Surface Owners"), and Continental Gas Transmission Company, 243 East 19th Avenue, Suite 200, Denver, Colorado 80203 (hereinafter referred to as "Operator").

I. Surface Owners, for and in consideration of the sum of One Hundred and More Dollars (\$100.00+), in hand paid, the sufficiency and receipt of which is hereby acknowledged, agree that said sum shall constitute full payment for damages caused by Operator's drilling of the above described well, including, but not limited to, damage caused by construction and use of roads to provide access to and from the drill site, preparation and use of said site, placement of storage tanks, construction of pipelines, and other such operations necessary for the drilling of such a well, maintenance and repair of equipment placed upon the land, and the production and transportation of gas and/or oil from said well.

II. Operator agrees to limit the drill site to a maximum of three and one-half (3½) acres, and, in the event of a producing well, Operator shall place tanks, separators and other permanent production equipment within the boundary of the drill site or adjacent to existing county or private roads. Operator agrees that the access road to the above described well shall enter lands owned by Surface Owners from Weld County Road 98.

III. Surface Owners recognize and agree that any and all claims for damages by any tenant or surface lessee in possession of lands covered by this Agreement are matters solely between Surface Owners and such tenants or surface lessees, if any.

IV. Operator agrees to bury pipelines below plow depth where such lines cross cultivated land or where such would interfere with surface use of said land. Operator further agrees to construct gates where necessary to cross any fences now on said land and to restore any fences damaged by operations on said land to their original or better condition. All gates through fences shall be kept in repair and closed. Operator agrees to take adequate measures to insure the safety of any livestock which may be grazing upon the above described premises.

V. Operator agrees to restore the land to as near its original condition as practicable upon completion of the well and to properly fill reserve pits and dispose of refuse. Operator further agrees to cover the drill site and temporary access roads with original or replacement topsoil.

Notwithstanding anything to the contrary herein contained, Operator shall pay Surface Owners for any actual damage to the above described lands in excess of the amount paid herewith as consideration for this Agreement upon receipt by Operator of proof of such excess damage. The above described Oil and Gas Lease shall not be deemed to be changed in any respect by this Agreement.

This Agreement shall remain in full force and effect for the primary term of the above described Oil and Gas Lease, and shall continue in effect should said Lease be extended beyond its primary term by the production of oil or gas or by any other provision for extension contained therein. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, trustees, successors, and assigns of Surface Owners and Operator.

BEST COPY
AVAILABLE

IN WITNESS WHEREOF, this instrument is executed this 22nd day of
June 1981.

George A. Wilkinson
George A. Wilkinson

CONTINENTAL GAS TRANSMISSION COMPANY

Ellie J. Wilkinson
Ellie J. Wilkinson

By: Pete Diepersloot
Pete J. Diepersloot, President

ATTEST:

Peter C. Lien
PETER C. LIEN
James Howerzyl, Secretary

STATE OF COLORADO)
COUNTY OF WELD) ss

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day
of June, 1981, by George A. Wilkinson and Ellie J. Wilkinson.

My commission expires: Dec 5, 1981

[Signature]
Notary Public

STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day
of June, 1981, by Pete J. Diepersloot, President of Continental Gas
Transmission Company, a corporation, on behalf of said corporation.

My commission expires: _____

Notary Public