00226695

Surface Damage Release and Agreement

Whereas, Boswell Energy Corporation desires to drill a well for oil and gas in the SE/4 of Section 24-7N-67W, Weld County, Colorado.

For and in consideration of $2,500.00 dollars paid by Boswell Energy Corporation (hereinafter referred to as Boswell) to Richard Nashland (hereinafter referred to as landowner), Box 125, Severance, Colorado 80546, the receipt and sufficiency of which are hereby acknowledged, does hereby release, discharge, and acquit Boswell of all liability for damages to the surface of the above described lands arising from the use and all operations conducted on said land as a well-drilling site, well accessories and equipment location and access roads in connection with the drilling, completing, producing, equipping, and servicing of the Windsor #1-24 well to be located on the above described tract of land.

If a water well is drilled in support of drilling operations, the water well hole and casing will become the property of landowner upon completion of the drilling operations at no cost to landowner provided, however, Boswell will have free use of the water from said well at its sole expense for the initial well, additional drilling operations, and/or future operations.

Boswell will maintain the lease road in a usable and workmanlike condition.

Boswell agrees to restore the surface of the land used in the operations as nearly as is practicable to its original condition and contour after the final cessation of oil and gas operations thereon.

The undersigned hereby covenant and agree to account to any other persons legally due any portion of the monies herein paid for damages.

This agreement shall be binding upon the undersigned, their heirs, successors, and assigns.

Executed this 23RD day of July, 1990.

Richard Nashland
Richard Nashland
SS# 521-48-6086

STATE OF Colorado)
) SS
COUNTY OF Weld)

Before me James R. Ray, a Notary Public, in and for the County and State on this 23RD day of July, 1990 personally appeared Richard Nashland and _____ 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.

My Commission Expires:
9-5-1993

James R. Ray
Notary Public James R. Ray