

Well Name: Wilson 30-11

## SURFACE USE AND ROAD ACCESS AGREEMENT

This agreement, made and entered this 26 day of February 2010, by and between Maybelle L. Wilson, Individually and as the Personal Representative of the Estate of William Donald Wilson, whose address is PO Box 84, Orchard, CO 80649, hereinafter referred to as "Owner", and Esenjay Operating, Inc., whose address is 500 North Water Street Suite 1100 South, Corpus Christie, TX 78471, hereinafter referred to as "Operator", collectively referred to herein as the "Parties".

**WITNESSETH:**

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Operator intends to drill, or cause to be drilled, an oil and/or gas well ("Well") at a legal location on the following described lands ("Lands"):

**Wilson 30-11**  
 NESW Sec. 30 T6N, R59W, 6<sup>th</sup> P.M.  
 located approximately 2,275' FSL and 1,800' FWL  
 Morgan County, Colorado

2. In order for Operator to drill, construct, complete, produce, maintain and operate the Well and all associated pipelines, power lines and other facilities or property of Operator associated with said Well, it is necessary that Operator enter and utilize the Lands. The Parties hereby agree to compensation for the damages, entry and surface use thereof.
3. Operator shall pay Owner the sum of [REDACTED]. Owner hereby acknowledges that the Amount represents full, final and agreed-upon total compensation for all damages caused or created by reason of the reasonable and customary ingress, egress, rights-of-way, drilling, completion, production and maintenance operations and well location, except as defined below. Drillsite shall be less than four (4) acres in size. Operator shall pay [REDACTED] per acre, or part thereof, where drillsite exceeds 4 acres. Completed wellsites and tank battery cumulative size shall not exceed two (2) acres.
4. Operator shall bury all pipelines below normal plow depth. If [REDACTED] are exposed to erosion or any other means, they shall be replaced at no cost to Owner. If [REDACTED] are located under the road or road right-of-way, Operator shall pay Owner's cost to replace them. If [REDACTED] are located on the lands, Operator shall mark the location of all pipelines, "dead men," and other obstructions, in such a manner so that their identity and their location can be determined without difficulty.
5. Land is suitable for agriculture. Restoration plans to include re-planting grasses and shrubs during growing season. Operator shall keep operations area free of trash. Restored area and production areas shall be kept weed-free..
6. All drillsite pits shall be filled within 90 days after completion of any well so drilled on said lands, subject to pit moisture and weather. Dirt [REDACTED] shall be spread on surrounding land to prevent erosion. Within one year of cessation of all production of this well or six months after the time this well has been plugged and abandoned, weather permitting, Operator agrees to complete reclamation of the surface of the subject lands and access road as nearly as practicable to the condition in which the same was found prior to the commencement of Operator's oil and gas operations, including removal of all Operator's equipment and material.
7. On all locations drilled, Operator agrees to restore the surface, as nearly as practicable, to the condition which existed prior to commencement of drilling operations. Reclamation includes a sturdy fence around drill site, which can be removed by owner when owner determines the vegetation has sufficiently recovered to allow grazing.
8. Access roads shall be reasonably maintained, and only one access road per well shall be used. Operator agrees to consult with Owner regarding placement of access roads to minimize damage to crops. Operator shall install swinging gate panels at each end of access road. Gate shall be closed at all times during drilling/completion operations. In the interest of minimizing overall surface impact, roads may be used for multiple wells, all of which may not necessarily be on Owner's land. Access gate shall be swinging panels, and shall be locked at all times after completion of drilling operations. Gate shall be closed at all times during drilling/completion operations. If cattle escape from [REDACTED], Operator shall be responsible for costs of [REDACTED] and [REDACTED].
9. All payments other than the initial sum of [REDACTED] shall become due and payable to Owner after the drilling and completion of said Well and pipelines. Initial payment of [REDACTED] shall be due prior to drilling equipment entering said Lands.
10. No firearm shall be discharged on the property, and all guns must remain inside a vehicle.
11. In the event said Well is completed as a producer, said Right-of-Way so granted herein shall remain in full force and effect and shall continue until such time as said well is plugged and abandoned, and final restoration is complete.
12. Except as to any extraordinary or unanticipated loss or damage, Owner does hereby release and hold harmless Operator from any and all liability of any nature and further payment for damages on the lands which arise or may arise out of or in connection with the well or other facilities constructed by Operator on the lands for so long as operations are being conducted by Operator, its agents, successors or assigns.
13. Operator shall indemnify, defend, and save and hold Owner harmless from all liability relating to drilling, finishing, and production operations, including environmental damage, physical damage and personal injury. Operator assumes all liability for its agents, employees, partners, heirs and /or assigns.
14. Notice by either party shall be promptly given, orally if possible, and immediately mailed to:

Owner

Maybelle L. Wilson  
PO Box 84  
Orchard, CO 80649  
970-396-3962

### Operator

Esenjay Operating, Inc.  
500 North Water Street, Suite 1100 South  
Corpus Christie, TX 78471  
361-883-7464

This CONFIDENTIAL agreement shall be binding on and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, agents, tenants, purchasers and assigns. Terms of this agreement may not be disclosed to other parties.

IN WITNESS WHEREOF, the parties hereto set their hands, the day and year first above-written.

By: Maybelle L. Wilson  
Maybelle L. Wilson

By: James C. Karo CPL  
Authorized Agent for Operator

Maybelle L. Wilson as PR