

and closing operations shall be completed within one-hundred-eighty (180) days of completion of the well. As part of these restoration and closing operations Grantee shall remove from the land any and all of the following which have been introduced by Grantee in the course of operations: concrete or cement (except concrete pads required for producing operations), oil field debris and trash, plastic pit liners and any contaminated soil (and removed contaminated soil shall immediately be replaced with new topsoil brought from outside the land), and Grantee's restoration of such areas shall include grading, seeding and fertilizing, plus watering if same is necessary to return area to growth.

11. Upon completion of the well as a dry hole or after production has ceased from the well for more than ninety (90) days, Grantee shall within sixty (60) days return that portion of the surface used or disturbed by Grantee to as near original condition as practical, except for caliche roads and the location pad, which may be ripped.

12. Grantee agrees to take all responsible steps to prevent its operations from:

- a. causing or contributing to soil erosion to the injury of terraces or other soil conserving structures on the land;
- b. polluting the soil of the premises or waters of the reservoirs, springs, streams, or wells upon the land;
- c. damages to crops, grasses, other foliage or trees, whether natural or improved, cultivated or not, of whatsoever nature; or
- d. harming or injuring in any way the animals or livestock kept or pastured on the land.

13. In the event Grantee shall not timely and appropriately remove items and restore the surface of the land as required above, Grantee will be given written notice by certified mail, return receipt requested, to do so, and if Grantee fails to commence operations to do so within thirty (30) days from the date of receipt of such notice, Grantor may proceed through the courts to enforce removal and restoration, in which case, Grantee will pay all of Grantor's legal costs and expenses related thereto; or, Grantor may remove such items and properly restore the surface of the land in conformity herewith and Grantee hereby agrees to pay unto Grantor the actual cost and expense of the removal of the items and the restoration of the surface immediately upon completion of the work performed.

14. Grantee shall indemnify and save harmless Grantor and Grantor's officers, agents, representatives and employees from and against any and all suits, actions, losses, damages, claims, or