

5. Defendants McGill Ranch, Ltd. and Stephen Burns, Jr. have agreed in writing to provide Coronado and its employees, contractors and subcontractors “unlimited access onto the Ranch premises for all purposes” through the McGill Headquarters Gate and/or the Texaco Gate;

6. Defendants have: (a) threatened to deny and have denied Coronado’s contractor, Alice Southern Equipment employees access to the McGill Ranch by ordering such persons to leave the McGill Ranch and not return; (b) threatened to destroy and damage and destroyed and damaged the poly-line water pipes utilized by or on behalf of Coronado by running over the lines with a tractor and aerator and thereby interrupted Coronado’s use of water; and (c) have ordered employees of Alice Southern Equipment, Coronado’s subcontractor, to stop pumping water from Coronado’s water facility and to leave the McGill Ranch;

IT IS THEREFORE ORDERED that Defendants MCGILL RANCH, LTD., STEPHEN BURNS, JR., and ELIZABETH BURNS and their respective officers, agents, servants, employees, independent contractors, attorneys, representatives, and those persons or entities in active concert or participation with them be restrained and enjoined from the following:

(1) intentionally denying Coronado and any of its authorized employees, agents, contractors, suppliers, or others acting on its behalf [including but not limited to Alice Southern Equipment employees] access to the McGill Ranch through the McGill Headquarters Gate and/or the Texaco Gate;

(2) hindering or blocking access by Coronado and any of its employees, agents, contractors, suppliers, or others acting on its behalf [including but not limited to Alice Southern employees] to Coronado’s well and operational support sites within the McGill Ranch.

(3) intentionally destroying or damaging the temporary poly-line water pipes utilized by or on behalf of Coronado by running over the lines with tractors, aerators, or other equipment or causing any other form of damage or committing any other destructive or disruptive acts which would cause damage to the water lines and/or interrupt or interfere with the flow or delivery of water by any means from the Kelsey Central Production Facility or by or from any other sources of water utilized now or hereafter by Coronado.

IT IS FURTHER ORDERED that the injunction shall be effective from the date of entry of this judgment and shall continue in force and effect so long as Coronado, or its successors and assigns, have the right to conduct oil and gas exploration, production, and completion operations on the McGill Ranch.

The Clerk of this Court is hereby directed to issue a Writ of Permanent Injunction to Defendants and to issue such Writs of Execution or other process necessary to enforce this Agreed Final Judgment and Permanent Injunction.

IT IS FURTHER ORDERED that all costs of court expended or incurred in this case are to be borne by the party incurring same.

IT IS FURTHER ORDERED that Coronado’s claims for damages for breach of the Access Agreement and Release Agreement and wrongful and tortious interference with Coronado’s rights under the Exploitation Agreement, oil and gas leases, and the common law have not been adjudicated by this Court, are expressly excluded from determination, and are hereby dismissed without prejudice. These claims (and any defenses thereto) may be asserted in the future and this Agreed Final Judgment and Permanent Injunction shall have no preclusive effect on Coronado or Defendants, nor shall the rights of Coronado or Defendants be affected by this Agreed Final Judgment and Permanent Injunction with respect to the claims dismissed without prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court expressly excludes from determination any claims, whether known or unknown, that could have been asserted by

Coronado or Defendants in this action. These claims (and any defense thereto) may be asserted in the future and this Agreed Final Judgment and Permanent Injunction shall have no preclusive effect on Coronado and/or Defendants, nor shall the rights of Coronado or Defendants be affected by this Agreed Final Judgment and Permanent Injunction with respect to the claims that could have been asserted by Coronado or Defendants in this action.
All other relief not expressly granted herein is denied.

SIGNED this ____ day of _____, 2009.

JUDGE PRESIDING