

SURFACE USE AGREEMENT

This Surface Use Agreement (“Agreement”) is entered into and made effective this 15th day of January, 2009 (“Effective Date”) by and between Battlement Mesa Partners, LLC a Colorado limited liability company d/b/a Battlement Mesa Company, and Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, , Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC, whose address is 73 G Sippelle Drive, Battlement Mesa Colorado 81635 hereinafter, collectively, called “Owner”, Exxon Mobil Corporation hereinafter called “ExxonMobil”, and Antero Resources Piceance Corporation, 1625 Seventeenth Street, Suite 300, Denver, Colorado 80202, hereinafter called “Operator.” Owner and Operator may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Owner owns portions of the surface of a tract of land described in the attached Exhibit A located in Garfield County, Colorado, identified as a part of Battlement Mesa PUD, hereinafter referred to as the “Property” and currently is in the process of developing the same for residential and commercial uses;

WHEREAS, the Property is subject to a surface use agreement with predecessor of ExxonMobil dated December 12, 1989 (“BMP-ExxonMobil SUA”) which agreement reserved to ExxonMobil the right to use portions of the Property to develop its mineral interest underlying the Property;

WHEREAS, Operator holds valid and subsisting oil and gas leasehold rights underlying portions of the Property from both ExxonMobil, Owner and other parties, and, as such has the right to reasonable use of the surface of the Property to explore for, develop, and produce certain of the oil, gas and other hydrocarbons (“Oil and Gas”) that underlie the Property; and,

WHEREAS, the Parties desire to enter into this Agreement to supersede in part the BMP-ExxonMobil SUA and to set forth their understanding of the rights and obligations of the Parties concerning operations on and development of the Property and to provide for

the coexistence and joint development of the surface estate and the Oil and Gas estate and to delineate the process through which the two estates will be developed; and

WHEREAS, it is the intent of the Parties that all of the existing owners of the surface of the Property be included in this Agreement, and for that purpose and to the best of the Owners' knowledge, all of the entities related to Battlement Mesa Partners LLC that have an ownership interest in the surface estate in the Property are listed in the first attestation paragraph above. To the extent it is later determined that entities that have an ownership interest in the Property and that are related to Battlement Mesa Partners LLC are not parties to this agreement, Owner shall cause those omitted entities to ratify and endorse this Agreement when they are subsequently identified;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Owner hereby grants to Operator a right-of-way and easement on, over, through, under and across the Property for the purpose of drilling, completing, operating and producing gas wells, conducting reservoir fracture stimulation operations, re-completing and monitoring wells therefore, together with the right-of-way and easement on, over, through and across the Property necessary to construct operate, maintain and repair (including but not limited to) access roads, fluid retention reservoirs, well sites, tank batteries, compressors, electrical lines, facilities, pipelines for handling both production produced from the Property, as well as that produced from other lands which Owner may not have an interest, which may be necessary for Operator to have a continuous and efficient pipeline system, pigging facilities, tanks, water discharge, and any other actions deemed necessary by Operator for its operations. Operator shall provide, within ninety (90) days of the execution of this Agreement, legal descriptions of the pipeline easements granted herein as well as envelopes for Wellsite Locations and their access roads. These legal descriptions are to be provided by Schmueser, Gordon, Meyer, or an engineering firm selected by the agreement of Owner and Operator.
2. Conformance with Exhibit B. Operator shall locate and stake the proposed placement of all Wellsite Locations, all access roads, and all gas-gathering lines, as depicted on Exhibit B for inspection by Owner at least [] calendar days prior to any construction operations for such proposed surface activity. Owner may inspect the staked locations and their boundaries to determine whether they conform to the locations as depicted on Exhibit B. Within [] calendar days of having been notified of such staking, Owner may object to the staked locations and their boundaries on the grounds that they do not conform to the locations as depicted on Exhibit B. If Owner objects, Operator shall either re-stake the locations if it does not actually conform to the survey, or confirm that it does actually conform with to the locations as depicted on Exhibit B. If Owner does not object within [] calendar days after having received the initial notice, then it will be deemed to have waived any objection to the staked locations.
3. Wellsite Locations. Exhibit B depicts locations of the planned well sites and central-water handling and treatment facilities ("Wellsite Locations") to be used by the

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Operator to develop the Oil and Gas estate. Operator agrees to restrict its Oil and Gas Operations to the easements for the Wellsite Locations shown on Exhibits B. "Oil and Gas Operations" are defined to include, but are not limited to, drilling, completion, and maintenance of wells and equipment, production operations, workovers, well recompletions and deepenings, fracturing, twinning and the drilling of replacement wells and the location of associated Oil and Gas production equipment. Specific operational requirements applying to individual Wellsite Locations are shown in Exhibit C. Any material deviation from the planned location of the Wellsite Locations, as shown in Exhibits B will require Owner's prior written approval, which approval will not be unreasonably withheld. "Material Deviation" is defined as any proposed surface use or occupancy by Operator outside the boundaries of the Wellsite Locations identified on Exhibit B.

- a. Operator shall locate, build, repair, and maintain tanks, separators, treaters, dehydrators, and all other associated oil and gas drilling and production equipment and facilities, and wellhead compressors, only within the Wellsite Locations shown on Exhibit B. Operator shall have the right to install, replace, operate and maintain equipment on Wellsite Locations. Operator shall only be permitted to have a repair and maintenance facility at the central water handling and treatment facilities located at Wellsite Location F, with use of such facility limited to operations conducting under this Agreement and conditioned upon the requirements specified on Exhibit C.
- b. Without waiving its right to use the full dimensions of the Wellsite Location as described in Exhibit B, Operator shall use good faith efforts to construct the Wellsite Locations to be as small as reasonably feasible for drilling and completion activities and will attempt to reclaim the Wellsite Locations to an area no larger than is necessary to support production equipment and future workover and recompletion or re-drilling activity.
- c. Supporting facilities that may be located on Wellsite Locations include but are not limited to, closed mud systems, well head equipment, lines to carry condensate, gas and water, tanks, dehydrators, treaters, and any other facilities related to Oil and Gas Operations and deemed necessary by Operator. It is expressly understood that no centralized compressors will be located on the Property, except that wellhead compression will be permitted subject to the noise abatement requirements provided for hereinafter.
- d. Central water handling and treatment facilities are permitted to be located on the Property as identified on Exhibit B. Owner agrees to cooperate with Operator in obtaining necessary approvals for such facilities.
- e. Any valve sites, exposed pipeline structures, wellhead compressor housing, permanent tanks intended to contain hydrocarbon substances or produced water installed during Oil and Gas Operations on the Wellsite Location shall all be low profile when technically feasible and painted with color tones, matched to the surrounding landscape as per COGCC Series 804 rule on Visual Impact Mitigation. Owner reserves the right to select the hue and

surface finish at the time of the initial installation of surface facilities. Owner and Operator shall jointly and in good faith cooperate to take mutually acceptable measures to protect the residential character of Property outside of the Wellsite Locations.

- f. All wellheads or production facilities shall be located pursuant to COGCC rules applicable at the time they are installed and as shown on Exhibit B. COGCC regulations shall specify the required setbacks from any designated boundary line in the Battlement Mesa PUD or a designated outside activity area.
 - g. Operator, at its sole cost, risk and expense, will be responsible to obtain any governmental required approvals related to the Wellsite Locations. Owner agrees to cooperate with Operator to obtain any governmental required approvals. If Operator is precluded from obtaining required governmental approvals for any Wellsite Location, Owner agrees to work in good faith with Operator to locate a suitable replacement location.
4. Access Roads. Exhibit B depicts the approximate locations of the planned access roads ("Access Roads") to be used by the Operator to develop the Oil and Gas estate. Operator agrees to restrict its Oil and Gas Operations to the easements for the Access Roads shown on Exhibits B. Any material deviation from the planned location of the Access Roads, as shown in Exhibits B will require Owner's prior written approval, which approval will not be unreasonably withheld. "Material Deviation" is defined as any proposed surface use or occupancy by Operator outside the boundaries of the Access Roads identified on Exhibit B.
- a. Access Roads constructed by Operator shall be no greater than 20 feet wide, gated and maintained in a good visual condition and in conformity with applicable state and local standards for oil and gas operations, including grading for proper drainage. Such road construction and maintenance shall be at the sole risk, cost and expense of Operator. Operator shall monitor the condition of the Access Roads and in those situations where warranted, apply dust suppressants such as water, soil tack, and/or magnesium chloride solution. Vehicle speed in excess of 20 miles per hour is prohibited. Operator will at least annually forward a "NOTICE TO ALL CONTRACTORS" regarding driving and traffic law adherence and a policy of discipline up to and including removal of the offending party from activities conducted under this Agreement for violators.
 - b. If Operator or its vendors cause damage to a road that is jointly used by Operator, its vendors and the persons residing within the Battlement Mesa PUD, Operator, as its sole cost, shall promptly repair any damage which it causes which is a direct result of its use of the road. Operator agrees to bear all expenses to remove mud, gravel and sand in a manner that will cause such roads to be returned to the condition of such roads before being impacted by Operator's Oil and Gas Operations.
 - c. The Parties agree to conduct their respective operations in a manner which minimizes interference with or delay of the ongoing operations of the other.

- d. No employee (acting in an official capacity for Operator and not as a public person), agent, vendor, vendor's employee, consultant or any other person authorized by Operator to be on the Property shall bring alcohol, drugs, firearms, or animals upon the Property at any time. All gates and Access Roads on and at the Wellsite Locations and such other facilities as agreed to by the Parties will be kept closed when not in use in by Operator and Operator shall take all reasonable steps to keep the area served by the roadway as secure as possible.
 - e. Operator, at its sole cost, risk and expense, will be responsible to obtain any governmental required approvals related to the Access Roads. Owner agrees to cooperate with Operator to obtain any governmental required approvals. Owner agrees to cooperate with Owner in securing any and all such required approvals.
 - f. Authorized agents of Owner may utilize Access Roads, provided that such use does not interfere with Operator's ongoing activities on the Wellsite Locations.
5. Pipelines. Exhibit B depicts the locations of the planned gas gathering line ("Pipeline Easements") to be used only by the Operator to develop the Oil and Gas estate. Operator agrees to restrict its Oil and Gas Operations to the areas shown on Exhibits B. Any material deviation from the planned location of the Pipeline Easements, as shown in Exhibits B will require Owner's prior written approval, which approval will not be unreasonably withheld. "Material Deviation" is defined as any proposed surface use or occupancy by Operator outside the boundaries of the Pipeline Easements identified on Exhibit B.
- a. Pipeline Easements shall consist of a 25-foot permanent easement and a temporary 50-foot construction easement and be for the use of Operator for the installation, operation, maintenance and repair of wells, utility lines, flowlines, pipelines, and appurtenant equipment that will be used to produce, gather, measure, treat, transport or distribute oil, gas, liquid hydrocarbons, and water, whether treated or untreated. Operator, its successors, assigns, affiliated companies, parent companies, and subsidiaries, may use any of the flowlines and pipelines located in the easements to produce, gather, transport or distribute oil, gas, liquid hydrocarbons and water.
 - b. Operator has the right to construct, use, repair, maintain and replace flowlines, pipelines and utility lines providing service to wells and facilities as shown on Exhibit B.
 - c. Gas gathering lines shall be installed at depths not less than approximately 48 inches below the surface of the ground, except in those areas shown on Exhibit B where Owner and Operator agree to install them at a greater or lesser depth to accommodate storm sewer lines, sewer lines, water lines or other similar gravity-dependent facilities ("Gravity Dependent Facilities"). Additionally, Operator shall bury its gas gathering lines at a greater or lesser depth at such points indicated on Exhibit B as necessary to provide Owner

with access roads to its development property and avoid existing structures. Operator will consult with Owner prior to installing the gas gathering lines to agree upon a burial depth necessary to avoid Owner's existing and anticipated utilities, access to its property and structures. Owner and Operator shall each consult in good faith to reasonably and mutually accommodate each other's economic interests in the Property and the underlying oil and gas leases.

- d. In the event Owner desires to have existing gas gathering lines (or such other lines or utilities as Operator may have installed) redesigned or relocated due to Owner's development plans, Operator shall review Owner's detailed drawings and attempt to accommodate redesign or relocation of the gas gathering lines at Owner's expense. Locations of gas gathering line easements and depth of pipeline installation may be changed by mutual agreement of the Parties; provided, however, all costs and expenses of such relocations shall be borne by the Party requesting the relocation. In the event that the parties agree to the relocation of a pipeline or gathering line at the Owner's request, the Operator shall provide Owner with a written estimate of the relocation costs. Owner shall remit fifty percent (50%) of the amount of the estimate to the Operator 30 days prior to commencement of the relocation operations and the remaining 50% upon completion of the work and the submission of an itemized invoice as provided hereinafter. The final amount due shall be adjusted up or down upon completion of the work and after an itemized statement is provided to Owner.
- e. Operator shall compact all trenches related to any phase of drilling and/or pipeline construction to no less than 95% SPD; provided that compaction shall be 100% SPD for all trenches which are in areas designated for public or private roads or paved trails.
- f. Owner may cross gas gathering line easements affirmed or granted herein to install, operate and maintain streets, curbs, gutters, sidewalks, utility service lines, cables or facilities, including those for water, gas, sewer, electricity, telephone, television, and fiber optics, provided that Owner shall use its best efforts to minimize interference with Operator's use of the easements affirmed or granted herein, and provided further that 1) any such crossing shall be at substantially right angles to the easements affirmed or granted herein, if reasonably possible; 2) if any such streets, curbs, gutters, sidewalks lines, cables or facilities are laid substantially parallel to gathering lines or pipelines, they shall be located at a minimum horizontal distance of five feet from any gathering line or pipeline; and, 3) any lines, cables or facilities that cross gathering lines or pipelines shall be separated vertically by a minimum distance of two (2) feet center-to-center.
- g. Owner, its agents, representatives, successors and assigns may use easements for other utilities, access and roadways as deemed necessary by the Owner; provided that utilities shall have a horizontal separation of at least five (5) feet (center to center) and a vertical separation of at least two (2) feet (center-to-center).

- h. Within ninety (90) days following completion of construction of any working segment of pipeline or ancillary facilities, Operator shall, at its sole cost, provide Owner with as-built drawings of the completed pipeline segment or ancillary facilities.
- i. Operator, at its sole cost, risk and expense, will be responsible to obtain any governmental required approvals related to the Pipeline Easements. Owner agrees to cooperate with Operator to obtain any governmental required approvals.
- j. Pipelines serving each Wellsite Location shall be completed contemporaneously with the commencement of oil and gas operations at the respective Wellsite Locations A, B, C, D, E, L and M, on a location by location basis.
- k. In the event Operator desires to permit a third party to utilize Operator's Pipeline Easements, which utilization is not in connection with Operator's Oil and Gas Operations, Operator shall obtain the permission of Owner to such use. Operator acknowledges that Owner may require compensation and other considerations for the grant of this permission.
- l. Operator acknowledges this grant of pipeline easements is reflective of its agreement with Owner to greatly reduce or eliminate trucking at Battlement Mesa PUD by the transportation of oil, gas, liquid hydrocarbons and water by pipeline in its Oil and Gas Operations from the Wellsite Locations to the central water handling and treatment facility shown on Exhibit B.
- m. If Owner intends to construct any improvements in any of the pipeline or access easements described in this Agreement that would potentially interfere with Operator's access to or use of such easement, Owner shall provide at least 180 days' Notice to Operator (the "Notice Period") of such intended activity. Notice shall be given in writing and shall be specific enough to allow Operator to determine the extent to which such activity would potentially interfere with Operator's use of any easement. Operator may construct pipelines or other facilities as provided in the Agreement, in such easements during the Notice Period without interference from Owner's activities. If Operator has not constructed pipelines or facilities in such easement during the Notice Period, and Owner has subsequently built improvements in such easement after the end of the Notice Period, then Operator may construct pipelines or facilities in such easement, but Operator shall be required to pay for actual damages to the improvements constructed in such easement that are caused by Operator's subsequent construction of pipelines or facilities in such easement. If Owner gives Notice, but has not constructed any improvements in the easements for which it has given Notice under this Paragraph by the end of 365 days from the date of such Notice, then such Notice shall be deemed to have lapsed, and the parties' relative rights in such easements shall return to the status quo that existed prior to the Owners' giving of Notice.

- n. In the event Operator's Oil and Gas Operations impact the Battlement Mesa Golf Course, Operator agrees to restore that part of the golf course to its pre-impacted condition as soon as possible. In this restoration, Operator will work with the golf course superintendent to assume that all necessary steps are taken to return it to its pre-impacted condition. Operator agrees to utilize and pay for the golf course maintenance staff and/or its designated vendors as well as all materials required. Operator shall also pay for any revenue loss caused by its incursion into the golf course.

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- o. At such time as pipe is laid in the pipeline easements, it shall not be removed except for the purpose of repair. Upon the termination of Operator's Oil and Gas Operations, the pipelines shall be left in place and abandoned by Operator.

6. Power/Telephone/Transformers. Only power lines, transformers and data transmission lines necessary for the operation of wells drilled on the Wellsite Location, or production equipment ancillary thereto, may be installed on the Wellsite Location or in the easement of any Access Road or Pipeline Easement. No power line, data transmission line or transformers will be permitted outside of Wellsite Location, Access Road or Pipeline Easement shown Exhibit B.
7. Hours of Operation. There will be no time of day restrictions with regard to drilling, completing, re-completing, workover, reservoir fracture stimulation operations. With respect to other routine ongoing maintenance, development and production operations, Operator agrees to limit such activities (except in the case of emergency) to between the hours of 7:00 AM to 8:00 PM.
8. Noise Abatement. Stationary engines and their exhausts shall be located and oriented to direct noise away from the homes closest to Wellsite Locations as set forth by COGCC Series 802.e rule. Equipment initially installed on Wellsite Locations shall be modern and well maintained. Operator will evaluate noise generation from equipment and require contractors to refit mufflers etc. in situations where the volume of sound produced may exceed applicable standards. Operator shall at all times maintain compliance with applicable Colorado Oil and Gas Conservation Commission ("COGCC") rules and regulations pertaining to noise reduction standards in Residential/ Agricultural/Rural areas and employ best management practices as set out in the COGCC Series 802 Noise Abatement Rule. Neither Operator nor its vendors shall be permitted to utilize engine braking on the Property.
9. Lighting Abatement. If a drilling rig is within 1,000 feet of an occupied dwelling, Operator and its subcontractors will align the drilling rig lighting equipment to minimize the proportion of the lights that are directed toward the dwelling and will install lighting shield devices on all of the more conspicuous lights. Lighting shall

be directed inward and downward except as deemed necessary by Operator to illuminate other areas for safety reasons. Operator shall use appropriate technology to minimize light pollution emanating from the Property including, but not limited to, utilization of low density sodium vapor lighting.

10. Air Emissions and Odor Abatement. Operator will utilize mats, soil tack and/or liquid dust suppressants as necessary to mitigate fugitive dust emissions from Wellsite Locations. Completion processes shall be designed to consolidate the number of hydraulic fracture stimulation flow-back events. No flaring of wells shall be permitted within 2,000 feet of an occupied dwelling, except in the event of emergency. Operator may flare a well within 2,000 feet of an occupied dwelling if such flaring is conducted utilizing flare suppression containment. Glycol dehydrators, tanks, treaters, and flares shall comply with applicable CDPHE and COGCC regulations governing VOC emissions.

Operator's operations shall be in compliance with the applicable Colorado Department of Public Health and Environment Air Quality Control Commission Regulations, including, but not limited to, the Regulation No. 2 requirement that no oil or gas operation may cause or allow the emission of odorous air from any single source that is detectible after the odorous air has been diluted with seven or more volumes of odor-free air. These measurements shall be made outside the property line of the property from which the emission originates.

11. Noxious Weed Management. Operator shall maintain a noxious weed management plan consistent with the requirements of Garfield County, Colorado and the COGCC Series 1003.f. and 1004.e. rules on noxious weed management.
12. Visual Impact Mitigation and Reclamation of Wellsite Locations. Operator agrees to construct each Wellsite Location to mitigate visual impacts, including specific Wellsite Location requirements described in Exhibit C. As soon as reasonably feasible (and consistent with best practices and growing seasons), Operator shall commence interim and final reclamation operations as per COGCC Series 1003 and 1004 rules. The timing to begin such reclamation operations will be determined in good faith negotiations between Operator and Owner, The reclamation standards are set forth in the attached Exhibit D, Reclamation Plan.
13. Environment and Safety. Operator will comply with all applicable COGCC, Colorado Department of Public Health and Environment (CDPHE), Environmental Protection Agency (EPA) spill control, cleanup, and reporting requirements, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA") the Oil Pollution Act ("OPA") and the Clean Water Act.
 - a. Sanitary facilities will be on site at all times during drilling, testing and completion operations. Sewage will be placed in a portable chemical toilet. The toilet will be replaced periodically utilizing a licensed contractor. Toilet contents will be delivered to local wastewater treatment facilities in accordance with state and county regulations. Disposal will be in accordance with the State of Colorado and Garfield County rules and regulations regarding sewage treatment and disposal.

- b. All refuse, trash and other solid waste, (including cans, paper, cable, etc.) generated during drilling, testing and completion operations will be contained in enclosed receptacles, removed from the location promptly, and hauled to an authorized disposal site.
 - c. Immediately after completion of construction, all debris and other waste materials will be cleaned up and removed from the location.
 - d. All project-related activities involving hazardous materials use will be conducted in a manner that minimizes potential environmental impacts. Operator shall maintain a file of current Material Safety Data Sheets (MSDS) for all chemicals, compounds, and/or substances that are used in the course of site preparation, drilling operations, production operations and reclamation. Compliance with the foregoing will be governed by the rules and regulations of the Colorado Oil and Gas Conservation Commission.
 - e. Any spills of oil, gas, or any other potentially hazardous substance shall be reported to (and within the timeframes specified by) local authorities, state authorities, federal authorities, and other responsible parties as required under EPA regulations – 40 CFR part 110, Discharge of Oil regulation, and 40 CFR part 112, Oil Pollution Prevention regulation, and COGCC and CDPHE spill reporting requirements. Such event shall be mitigated immediately, as appropriate, through cleanup or removal to an approved disposal site.
 - f. Operator will implement a spill prevention, control and counter measure control plan (SPCC). No hazardous materials in toxic concentrations will be permanently stored on any Wellsite Location. Hazardous materials for use in the production of oil, gas or water will be allowed but will be stored and in use in reasonable quantities necessary for Operator's activities on such Wellsite Location. No bulk storage of hazardous materials is allowed.
 - g. Operator shall ensure that all personnel and contractors employed in operations shall receive appropriate training in safety and environmental protection practices as required by state and federal laws and regulations.
 - h. Operator shall not house employees on the Property on a temporary or permanent basis without the express written consent of Owner. Notwithstanding the foregoing, Operator is permitted to allow key personnel to reside temporarily on Wellsite Locations provided such personnel are, in Operator's and Owner's jointly held opinion, necessary to maintain a safe operation.
 - i. The Operator will conduct and maintain its operations in a safe manner and protect the public from any hazardous conditions. In the event of an emergency, Operator will take immediate appropriate action to safeguard life and prevent significant environmental degradation.
14. Emergency Communications. Operator will comply with all local, state and federal reporting requirements in all emergency situations. Emergency contact information

shall be posted in a conspicuous location on the Property. In the event of an emergency requiring communication with the community, Operator will coordinate with the Garfield County Emergency Communications Authority to immediately contact surface owners living within 1,000 feet of such emergency. Further, Operator shall immediately contact Owner's representative advising of that emergency situation

15. Operator's Sole Risk; Insurance.

a. Operator shall conduct all operations on the Property at its sole risk, cost and expense. Operator assumes all risk and liability of any nature incident to, occasioned by or resulting in any manner, directly or indirectly, from Operator's operations hereunder.

b. Operator shall carry no less than _____ in general liability limits for any one occurrence and _____ in the aggregate, and shall name the Owner as an additional insured with respect to the liabilities assumed hereunder.

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16. Surface Damage Payments. Operator shall conduct berming and landscaping at the Wellsite Locations as described in Exhibit C. The referenced berming and landscaping is not intended to waive any right or remedies the Owner may have, including the right to damages, if it is determined that the conduct of Operator, or its agents, employees, successors or assigns exceeds the scope of the those rights granted herein or Operator is in breach of its duties under this Agreement.

17. Owners' Utilities. To the degree that Operator requires any utility lines (i.e. communication, electric, etc) to service any of the facilities depicted on Exhibit B, Operator agrees to locate such utility lines underground at Operator's cost.

18. Compliance with Colorado Oil and Gas Conservation Rules and Regulations. Operator agrees to comply with all of the applicable rules and regulations of the COGCC concerning the development of the Property for oil and gas exploration, drilling, production and the Property's reclamation. Provided, however, that Operator has complied with applicable requirements of the COGCC Regulations for well permitting, Owner agrees, for itself, its successors and assigns, that it shall execute written waivers to allow the COGCC to issue permits to drill wells in the Wellsite Locations shown on Exhibit B, including without limitation, waivers of any setback requirements imposed by the COGCC's High Density Development Area regulations.

19. Indemnification. All use and occupancy of the surface of the Property of Owner, its successors and assigns, by Operator, its agents, employees, contractors, subcontractors, representatives, agents or assigns, shall be at the sole risk of Operator. Operator hereby agrees to indemnify, defend and hold harmless Owner, its employees, customers, golfers, agents, guests, successors and assigns from and against any and all losses, costs, damages, claims awards, attorneys fees (including Owner's attorneys fees and litigation expense, provided such fees and expenses are reasonable), expenses, demands, judgments or liabilities resulting from injuries or death of any person whomsoever, or losses, damages, destruction, pollution, hazardous material spills, discharges to any of Owner's or any third parties'

property whatsoever caused by Operator's oil and gas activities and operations at and below the surface of Battlement Mesa PUD, or by Operator's agents, representatives, contractors, and employees. Specifically excepted from Operator's foregoing indemnity in favor of the Owner shall be those losses suffered by Owner (or other third parties) that are caused by the negligence or fault of the Owner, or Owner's agents, contractors, subcontractors, representatives, or assigns. Operator further agrees to indemnify, hold harmless and defend Owner, its employees, agents, subcontractors, representatives, successors and assigns from any liability which may be asserted or determined by any individual, legal entity, county, state or federal agency based upon a violation of any of the provisions of CERCLA, RCRA, OPA, the Clean Water Act or common law resulting from the actions or inactions of the Operator on the Property.

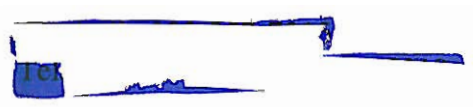
20. No Liens. Operator shall keep the Property free and clear of any and all liens for labor or work performed by it or its contractors and subcontractors upon the Property relating to its oil and gas exploration, development or production operations or for materials furnished thereto. Notwithstanding the above, Operator may contest the validity of any alleged lien, including the enforcement thereof. Operator agrees to pay any and all property taxes, assessments, governmental charges imposed upon its interest in the Property and upon any building, structure or other improvements, equipment or personal property placed or erected upon the Property.
21. Term. This Agreement will remain in effect for as long as Operator, its successors, or assigns is utilizing the easements granted under this Agreement, with no inactivity of greater than 24 continuous months (excluding event of force majeure).
22. BMP-ExxonMobil SUA Superseded in Part. Operator and ExxonMobil acknowledge that Owner is in the process of developing the Battlement Mesa PUD. ExxonMobil, Operator and Owner agree: (i) that future Wellsite Locations, wells and/or production facilities shall be placed; and (ii) that the real estate situated in Battlement Mesa PUD shall be developed, in a manner consistent with this Agreement. To the extent this Agreement is in conflict with the BMP-ExxonMobil SUA, this Agreement will prevail as among the parties. It is expressly understood and agreed that ExxonMobil is joining in this agreement solely for the purpose of being bound by this paragraph, and, paragraphs 23 to 24 and paragraph 26 below, and that the other terms and conditions of this agreement shall be between Owner and Operator, and shall not be applicable to ExxonMobil.
23. Successors and Assigns. This Agreement is binding upon the successors, heirs and assigns of Owner, Operator and ExxonMobil.
24. Counterparts/Facsimile Signatures. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The Parties agree that facsimile signatures are binding.
25. Breach. The Parties acknowledge that, in the event of a violation of this Agreement by either party, the breaching Party shall pay any actual damages found by the trier of fact to have been caused by such breach. In any litigation related to this

Agreement, the prevailing party shall be awarded its costs and fees, including without limitation, reasonable expert fees and reasonable attorney fees.

26. Notices. Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in the U. S. Mail, postage prepaid, or sent via expedited delivery service, with proof of delivery, or by facsimile transmission with proof of receipt by the notified party, addressed as follows:

If to Operator:

Antero Resources Piceance Corporation



If to Owner:

Battlement Mesa Partners, LLC

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If to ExxonMobil:

Exxon Mobil Corporation



27. Annual Consultation with Owner. Operator agrees to meet annually with Owner at a mutually agreeable time and place to discuss Operator's planned upcoming year's Oil and Gas Operations including, but not limited to, drilling activity. Ten days prior to this meeting, Operator shall provide to Owner in writing its planned scheduled activities. Operator agrees to provide Owner written notice, immediately, of any change to Operator's stated schedule at any time such change is made. Further, at this meeting, Operator and Owner shall address Owner's concerns about past, present and the proposed future Oil and Gas Operations at Battlement Mesa PUD.

This Agreement may be amended only by means of a mutually executed written letter agreement.

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A handwritten word "Redacted" in blue ink is located on the left side of the page. Three blue arrows originate from the word and point towards the three redacted address blocks.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

OWNER: Battlement Mesa Partners, LLC


OWNERS:

Battlement Mesa Land Investments, LLC
Battlement Mesa Land Investments Parcel 1 LLC
Battlement Mesa Land Investments Parcel 2 LLC
Battlement Mesa Land Investments Parcel 3 LLC
Battlement Mesa Land Investments Parcel 6 LLC
Battlement Mesa Land Investments Parcel 7 LLC
Battlement Mesa Land Investments Parcel OHS-LLC
Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC
Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC
Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC
Battlement Mesa Land Investments Parcel Fairways LLC
Green Head Investments 1 LLC
Burning Rock B2L2 LLC
MCV2 Church Site LLC
Battlement Mesa Golf Course, LLC
Saddleback Village Convenience Center, LLC
Willow Park Apartments LLC
Battlement Mesa Land Investments Parcel 1-A, LLC
Paradise Valley Minerals LLC
Battlement Mesa Land Investments Town Center 1 LLC
Battlement Mesa Land Investments Town Center 2 LLC
Battlement Mesa Land Investments Town Center 3 LLC
Battlement Mesa Plaza Town Center, LLC
Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC
Battlement Mesa Land Investments OES LLC
Battlement Mesa RV Park LLC
Battlement Mesa RV Storage LLC
Battlement Mesa Office I LLC
Modular Homes LLC
Tamarisk Village Pads, LLC
Willow Ridge at Battlement Mesa LLC

Battlement Mesa Parcel 5 LLC
Battlement Mesa Lot Holdings LLC

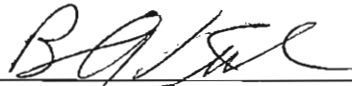

Battlement Mesa Partners LLC

Name:
Title:



Eric Schmela
Authorized Agent

3-2-09

OPERATOR: Antero Resources Piceance Corporation


Name: Brian A. Kuhn
Title: Vice President 

EXXON MOBIL CORPORATION:


Name: John C. Rothwell *Agent*
Title: Agent and Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on this 2nd day of March, 2009, by Eric Schmela, Authorized Agent for Battlement Mesa Partners, LLC a Colorado limited liability company d/b/a Battlement Mesa Company, and Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, , Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC, on behalf of said entities.

My Commission Expires:

Shelley K. Leo
Notary Public, State of Colorado

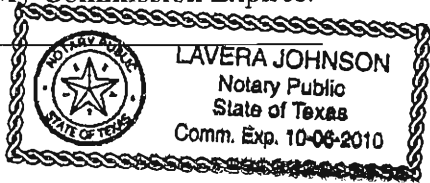


My Commission Expires 09/21/2012

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 17 day of March, 2009, by John C. Rothwell, Agent and Attorney-in-fact for EXXON MOBIL CORPORATION, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:



Lavera Johnson
Notary Public, State of Texas

STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on this 14th day of April, 2009, by Brian A. Kuhn, Vice President, for ANTERO RESOURCES PICEANCE CORPORATION, on behalf of said corporation.

My Commission Expires:
8/3/11

Kelly Huffman
Notary Public, State of Colorado

**KELLY HUFFMAN
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 08/03/2011**

Wellsite Location A

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted



Exhibit A

Description of Battlement Mesa PUD

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in Sections 5, 6, 7, 8, 9, 10, 16, 17, 18, and 19, Township 7 South, Range 95 West and Sections 13 and 24, Township 7 South, Range 96 West, of the Sixth Principal Meridian, County of Garfield, State of Colorado, more particularly described as follows:

Beginning at the East 1/4 Corner of Section 5, Township 7 South, Range 95 West;
Thence along the East line of Section 5 South 00°15'43" West a distance of 1628.34 feet, to the Southeast Corner of the N1/2 NE1/4 SE1/4 SE1/4 of said Section 5;
Thence along the South line of the N1/2 NE1/4 SE1/4 SE1/4 North 87°19'30" West a distance of 664.56 feet, to the Southwest Corner of said N1/2 NE1/4 SE1/4 SE1/4;
Thence along the West line of the N1/2 NE1/4 SE1/4 SE1/4 of Section 5, North 00°23'16" East a distance of 324.34 feet to the Northwest Corner of said NE1/4 SE1/4 SE1/4;
Thence along the North line of the SE1/4 SE1/4 of said Section 5, North 87°26'14" West a distance of 663.79 feet, to the Northwest Corner of said SE1/4 SE1/4;
Thence along the West line of SE1/4 SE1/4 of said Section 5, South 00°30'52" West a distance of 1292.05 feet to the Southwest Corner of said SE1/4 SE1/4;
Thence along the South line of said Section 5, South 86°59'25" East a distance of 1333.74 feet to the Southeast Corner of said Section 5;
Thence along the North line of Section 9, Township 7 South, Range 95 West, South 87°59'43" East a distance of 1326.27 feet, to the Northeast Corner of the NW1/4 NW1/4 of said Section 9;
Thence along the East line of the NW1/4 NW1/4 of said Section 9, South 01°02'28" West a distance of 1301.45 feet to the Southeast Corner of said NW1/4 NW1/4;
Thence along the North line of the SE1/4 NW1/4 of said Section 9, South 88°02'23" East a distance of 1324.35 feet to the Northeast Corner of said SE1/4 NW1/4;
Thence along the North line of the SW1/4 NE1/4 of said Section 9, South 88°35'51" East a distance of 1275.60 feet, to the Northeast Corner of said SW1/4 NE1/4;
Thence along the West line of the NE1/4 NE1/4 of said Section 9, North 01°04'15" East a distance of 1311.84 feet to the Northwest Corner of said NE1/4 NE1/4;
Thence along the North line of said Section 9, South

89°06'43" East a distance of 1274.26 feet to the Northeast Corner of said Section 9;

Thence along the East line of said Section 9, South 01°00'49" West a distance of 1323.29 feet, to the Southeast Corner of the NE1/4 NE1/4 of said Section 9;

Thence along the North line of the SW1/4 NW1/4 of Section 10, Township 7 South, Range 95 West, South 88°46'55" East a distance of 631.29 feet to a point on the North line of the said SW1/4 NW1/4, 687 feet West of the Northeast Corner of said SW1/4 NW1/4, said point being the Northwest Corner of that parcel of land described in Document Number 198564 as recorded in Book 302 at Page 200 of the records of the Clerk and Recorder of Garfield County;

~~Thence along the boundary of said parcel the following five (5) courses:~~

- (1) South 00°49'34" West a distance of 221.67 feet;
- (2) South 48°09'56" East a distance of 361.92 feet to a point 456.00 feet, as measured at right angles, southerly from the North line of the SW1/4 NW1/4 of said Section 10;
- (3) South 89°17'47" East a distance of 166.55 feet;
- (4) South 00°49'34" West a distance of 201.43 feet;
- (5) South 89°17'47" East a distance of 246.37 feet;

to a point on the East line of said SW1/4 NW1/4 655 feet South of the Northeast Corner of said SW1/4 NW1/4;
Thence departing said parcel boundary along the East line of the SW1/4 NW1/4 of said Section 10, South 00°54'36" West a distance of 667.20 feet to the Southeast Corner of said SW1/4 NW1/4;

Thence along the East line of the NW1/4 SW1/4 of said Section 10, South 00°54'38" West a distance of 1315.11 feet to the Southeast Corner of said NW1/4 SW1/4;

Thence along the South line of the NW1/4 SW1/4 of said Section 10, North 89°11'04" West a distance of 1323.06 feet to the Southwest Corner of said NW1/4 SW1/4;

Thence along the South line of the N1/2 SE1/4 of Section 9, Township 7 South, Range 95 West, North 87°19'11" West a distance of 2557.45 feet to the Southwest Corner of said N1/2 SE1/4;

Thence along the South line of the N1/2 SW1/4 of Section 9, North 88°38'08" West a distance of 2654.44 feet to the Southwest Corner of said N1/2 SW1/4;

Thence along the South line of the NE1/4 SE1/4 of Section 8, Township 7 South, Range 95 West, North 88°41'48" West a distance of 1331.33 feet to the Southwest Corner of said NE1/4 SE1/4 of Section 8;

Thence along the West line of the SE1/4 SE1/4 of Section 8, South 01°20'14" West a distance of 1316.23 feet to the

Southwest Corner of said SE1/4 SE1/4 of Section 8;
 Thence along the East line of the W1/2 NE1/4 of Section
 17, South 01°00'57" West a distance of 2639.16 feet to the
 Southeast Corner of said W1/2 NE1/4 of Section 17;
 Thence along the North line of the NE1/4 SE1/4 of Section
 17, South 88°46'04" East a distance of 1324.13 feet to the
 E1/4 Corner of Section 17;
 Thence along the Easterly line of the NE1/4 SE1/4 of
 Section 17, South 01°01'24" West a distance of 1320.50
 feet to the Southeast Corner of the NE1/4 SE1/4 of Section
 17;
 Thence along the North line of the SW1/4 SW1/4 of Section
 16, Township 7 South, Range 95 West, South 87°41'13" East
 a distance of 1330.94 feet to the Northeast Corner of said
 SW1/4 SW1/4;
 Thence along the East line of the SW1/4 SW1/4 of Section
 16, South 01°03'30" West a distance of 1322.00 feet to the
 Southeast Corner of said SW1/4 SW1/4;
 Thence along the South line of said Section 16 North
 87°37'18" West a distance of 1330.20 feet to the Southwest
 Corner of said Section 16;
 Thence along the South line of Section 17, Township 7
 South, Range 95 West, North 88°44'01" West a distance of
 1984.49 feet to the Southwest Corner of the E1/2 SW1/4
 SE1/4;
 Thence along the West line of the E1/2 SW1/4 SE1/4, North
 00°59'11" East, a distance of 1319.91 feet to the
 Northwest Corner of said E1/2 SW1/4 SE1/4;
 Thence along the South line of the NW1/4 SE1/4 of said
 Section 17, North 88°45'02" West a distance of 661.78 feet
 to the Southwest Corner of said NW1/4 SE1/4;
 Thence along the South line of the NE1/4 SW1/4, North
 88°45'02" West a distance of 1758.58 feet to a point 10
 rods East of the Southwest Corner of said NE1/4 SW1/4;
 Thence North 01°03'04" East a distance of 131.93 feet;
 Thence North 88°43'44" West a distance of 165.63 feet;
 Thence North 00°55'58" East a distance of 527.66 feet,
 along the West line of the NE1/4 SW1/4 to the Northeast
 Corner of the S1/2 NW1/4 SW1/4;
 Thence North 88°45'33" West 1324.42 feet to the Northeast
 Corner of the E1/2 SE1/4, NE1/4 SE1/4 of Section 18,
 Township 7 South, Range 95 West;
 Thence along the North line of the E1/2 SE1/4 NE1/4 SE1/4
 of said Section 18, North 88°24'33" West a distance of
 329.86 feet to the Northwest Corner of said E1/2 SE1/4
 NE1/4 SE1/4;
 Thence along the West line of the E1/2 SE1/4 NE1/4 SE1/4
 of said Section 18, South 00°53'57" West a distance of
 659.61 feet to the Southwest Corner of said E1/2 SE1/4
 NE1/4 SE1/4;

Thence along the South line of the NE1/4 SE1/4 of said Section 16, North 88°28'07" West a distance of 989.84 feet to the Southwest Corner of said NE1/4 SE1/4;
 Thence along the East line of the SW1/4 SE1/4 of said Section 18, South 00°55'21" West a distance of 1320.46 feet to the Southeast Corner of said SW1/4 SE1/4;
 Thence along the East line of the W1/2 NE1/4 of Section 19, Township 7 South, Range 95 West, South 01°08'34" West a distance of 2642.08 feet to the Southeast Corner of said W1/2 NE1/4;
 Thence along the South line of the NE1/4 of Section 19, North 88°41'12" West a distance of 1329.89 feet to the Southwest Corner of said NE1/4;
 Thence continuing Westeily along the South line of the NW1/4 of said Section 19, North 88°41'12" West 2570.38 feet to the Southwest Corner of said NW1/4 of Section 19;
~~Thence continuing Westeily along the South line of the NE1/4 of Section 24, Township 7 South, Range 96 West, North 89°32'43" West a distance of 2673.12 feet to the Southwest Corner of said NE1/4;~~
 Thence along the West line of said NE1/4, North 00°23'55" West 1023.06 feet;
 Thence North 01°25'42" East 229.68 feet;
 Thence North 66°11'04" West 236.83 feet;
 Thence North 34°29'42" East 1613.03 feet;
 Thence North 88°52'30" West 202.82 feet;
 Thence North 00°00'00" East 461.13 feet;
 Thence North 81°10'00" West 955.94 feet to the centerline of the Colorado River;
 Thence along said center the following courses and distances:

North 26°28'25" East 232.98 feet;
 North 30°21'25" East 206.15 feet;
 North 35°25'25" East 644.58 feet;
 North 29°37'25" East 829.36 feet;
 North 40°24'25" East 99.66 feet;
 North 36°27'25" East 350.05 feet;
 North 34°54'25" East 163.27 feet;
 North 31°12'21" East 266.75 feet;
 North 50°36'25" East 886.79 feet;
 North 72°21'50" East 390.96 feet;
 North 76°37'12" East 151.22 feet;
 North 77°41'27" East 463.54 feet;
 North 79°53'07" East 281.99 feet;
 North 79°01'50" East 87.91 feet;
 North 62°57'39" East 257.89 feet;
 North 27°17'27" East 312.44 feet;
 North 40°46'59" East 126.43 feet;
 North 24°17'40" East 197.27 feet;

North 32°26'39" East 124.13 feet;
North 65°31'18" East 109.42 feet;
North 74°02'49" East 226.07 feet;
North 78°19'08" East 154.17 feet;
North 55°40'20" East 444.46 feet;
North 35°52'21" East 149.32 feet;
North 26°41'02" East 150.34 feet;
North 14°13'25" East 511.69 feet;
North 24°54'46" East 241.07 feet;
North 14°40'02" East 996.76 feet;
North 04°23'25" West 274.60 feet;
North 08°35'04" East 215.19 feet;
North 20°08'11" East 79.88 feet;
North 32°27'48" East 71.69 feet;

Thence leaving said Colorado River centerline South
81°05'11" East 526.15 feet;
Thence North 01°04'10" East a distance of 485.22 feet;
Thence South 88°24'36" East a distance of 83.00 feet;
Thence North 53°18'25" East a distance of 635.50 feet to
the southerly Right-Of-Way of the existing County
Road;
Thence along said Right-Of-Way South 43°16'11" East a
distance of 55.74 feet;
Thence continuing along said Right-Of-Way South 34°04'07"
East 107.02 feet;
Thence continuing along said Right-Of-Way South 15°35'44"
East 66.55 feet;
Thence North 72°19'16" West a distance of 13.56 feet;
Thence South 79°47'19" West a distance of 24.89 feet;
Thence South 37°23'26" West a distance of 108.52 feet;
Thence South 06°07'27" West a distance of 83.52 feet;
Thence North 88°48'43" East a distance of 85.28 feet to
the westerly Right-Of-Way of the existing County
Road;
Thence along said Right-Of-Way the following courses and
distances: South 10°11'10" East a distance of 50.84
feet;
Thence 244.26 feet along the arc of a curve to the left
having a radius of 1611.94 feet, the chord of said
curve bears South 02°59'01" East a distance of 244.03
feet;
Thence 311.22 feet along the arc of a curve to the left
having a radius of 270.10 feet the chord of said
curve bears South 42°18'20" East 310.85 feet;
Thence South 47°25'36" East a distance of 249.91 feet;
Thence South 82°06'16" East 142.25 feet;
Thence leaving said County Road Right-Of-Way North
13°52'58" East a distance of 60.00 feet;
Thence South 76°07'01" East a distance of 196.00 feet;

Thence South 66°03'01" East a distance of 92.80 feet;
Thence North 64°50'00" East a distance of 12.20 feet;
Thence South 86°44'06" East a distance of 201.00 feet;
Thence North 01°36'29" East a distance of 650.00 feet;
Thence North 86°44'01" West a distance of 359.65 feet;
Thence North 01°36'06" East a distance of 469.21 feet;
Thence North 01°32'15" East a distance of 568.40 feet;
Thence North 01°39'14" East a distance of 355.62 feet;
Thence North 85°59'03" West a distance of 597.54 feet to
the centerline of the Colorado River;
Thence along said centerline the following courses and
distances:

North 30°34'03" East 126.48 feet;
North 11°14'23" East 262.86 feet;
North 03°21'52" East 244.98 feet;
North 06°43'43" East 149.36 feet;
North 09°50'22" West 130.18 feet;
North 18°44'44" West 249.17 feet;
North 23°23'56" East 595.97 feet;
North 29°30'40" East 146.50 feet;
North 43°21'22" East 437.13 feet;
North 53°22'38" East 517.59 feet;
North 60°37'24" East 639.69 feet;
North 58°44'59" East 242.35 feet;
North 68°18'39" East 236.76 feet;
North 74°06'42" East 340.87 feet;
North 86°52'08" East 446.66 feet;
North 88°43'46" East 270.56 feet;
South 63°05'32" East 198.26 feet;
North 78°27'51" East 618.98 feet;
North 76°29'45" East 483.05 feet;
North 49°07'36" East 593.26 feet;

Thence leaving said Colorado River centerline South
87°53'37" East a distance of 2282.68 feet along the
North line of the SE1/4 of said Section 5, Township 7
South, Range 98 West of the Sixth Principal Meridian
to the point of beginning.

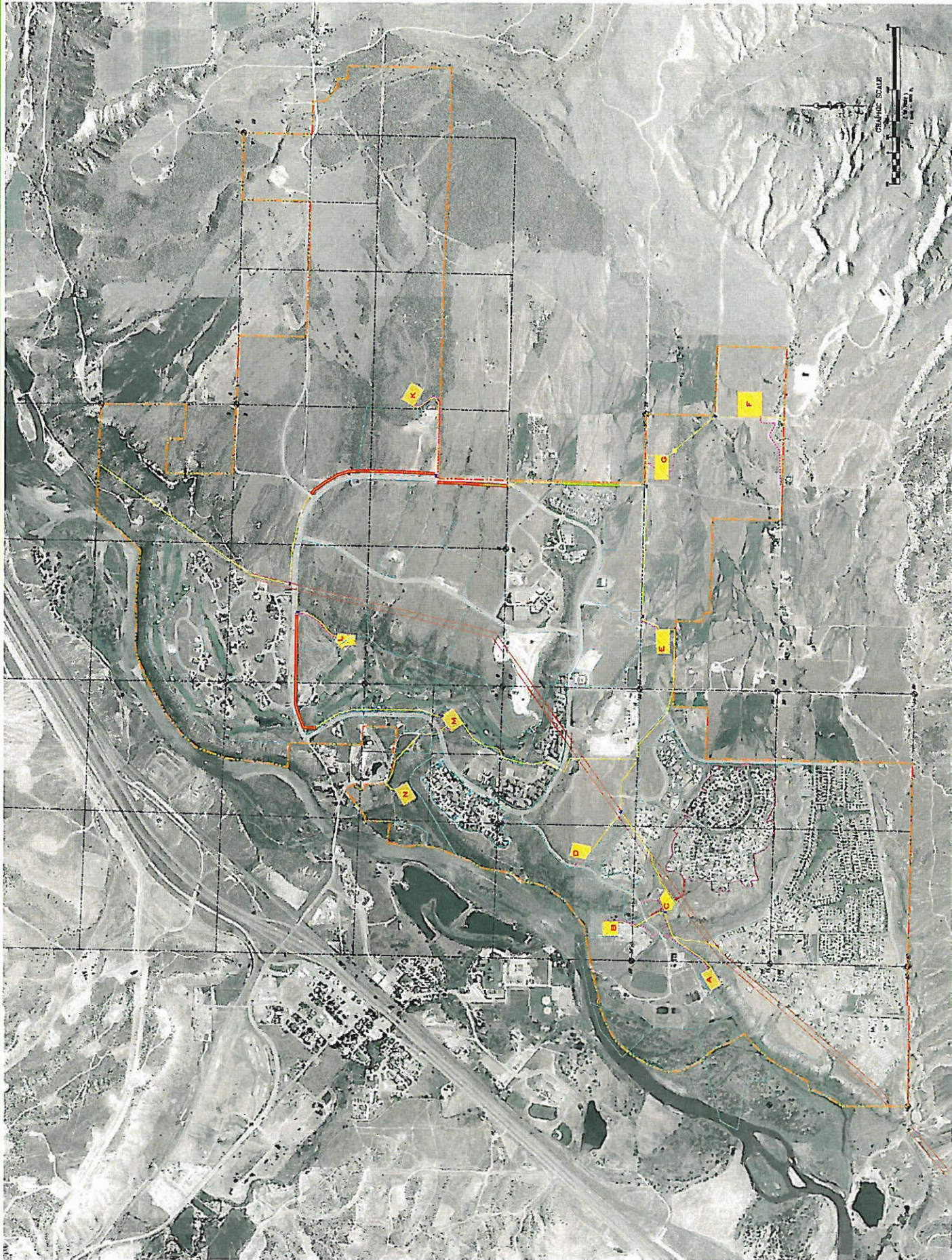
Wellsite Location B

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted

Exhibit B

Map Depicting General Location of
Wellsite Locations, Access Roads and Pipeline Easements

(Plat follows)



LEGEND

[Symbol]	Well Pad
[Symbol]	Water Pipeline
[Symbol]	Gas Pipeline
[Symbol]	Electric Pipeline
[Symbol]	Other Pipeline
[Symbol]	Well Pad Boundary
[Symbol]	Section Boundary
[Symbol]	Watercourse
[Symbol]	Highway
[Symbol]	Other

SCHMUESER | GORDON | MEYER
ENGINEERS & ARCHITECTS

SCHMUESER GORDON MEYER
 115 W. 9th Street, Suite 200
 Golden, CO 80401
 Phone: (303) 440-3400
 Fax: (303) 440-3401
 Website: www.sgm.com

Battlement Mesa PUD
Well Pads & Pipelines

NO.	DATE	DESCRIPTION

EXHIBIT B to
Surface Use
Agreement

DATE	1/20/20	OF	1
DRAWN BY	AK	SCALE	AS SHOWN
CHECKED BY		DATE	

Exhibit C

Specific Operational Requirements
For
Wellsite Locations, Access Roads and Pipeline Easements

Wellsite Location A
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09, including berming the access road into the Wellsite Location.
2. Lighting. All lights on the Wellsite Location above the top level of the berm will be oriented in a southwesterly direction. Focus of lighting will be downward and directed, where applicable, away from residences. If for safety reasons, Operator deems it unreasonable to orient the lighting to the southwest, Owner will be notified and both will cooperate to reasonably mitigate the effects related to such reorientation of the lighting, including utilizing shrouding the color of the surrounding landscape on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting.
3. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, Soiltac or its equivalent and/or liquid dust suppressants.
4. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
5. Storage and Parking. Operator agrees this site will not be used for storage or parking of any property other than that immediately required by Operator for its drilling, development and production activities.
6. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.

Wellsite Location B
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09, including berming the access road into the Wellsite Location.
2. Lighting. All lights on the Wellsite Location above the top level of the berm will be oriented in a northerly direction. Focus of lighting will be downward and directed, where applicable, away from residences. If for safety reasons, Operator deems it unreasonable to orient the lighting to the north, Owner will be notified and both will cooperate to reasonably mitigate the effects related to such reorientation of the lighting, including utilizing shrouding the color of the surrounding landscape on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting.
3. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, soiltac and/or liquid dust suppressants.
4. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
5. Storage and Parking. Operator agrees this site will not be used for storage or parking of any property other than that immediately required by Operator for its drilling, development and production activities.
6. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.

Wellsite Location C

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted

Wellsite Location C
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09 and the Schematic, Light Exposure and Planting plans dated 1/19/09 prepared by Design Workshop for this pad, including berming the access road into the Wellsite Location. Operator reserves the right to make minor adjustments to number, size and variety of plants, subject to Operator's obtaining Owner's written consent to same, which consent shall not be unreasonably withheld.

2. Lighting. All lights on the Wellsite Location above the top level of the berm will be oriented in a westerly direction as set forth in the above referenced Light Exposure plan. Focus of lighting will be downward and directed, where applicable, away from residences. If for safety reasons, Operator deems it unreasonable to orient the lighting to the west, Owner will be notified and both will cooperate to reasonably mitigate the effects related to such reorientation of the lighting, including utilizing shrouding the color of the surrounding landscape on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting.

3. Landscaping Plan. Operator agrees to landscape the Wellsite Location pursuant to the above referenced Planting Plan. Operator agrees to commence with such landscaping work as soon as initial dirt work at the site commences and complete the same prior to commencement of drilling activity at the Wellsite Location, taking into consideration the growing season. Operator will be responsible for maintaining such landscaping, including but not limited to installing irrigation.

4. Power at Site. Provided electrical power can be accessed under commercially reasonable terms from the local power distribution company servicing the area of the Wellsite Location, Operator shall only use electricity to power its drilling rigs at the site. To the extent third-party contractor equipment has the provisions to utilize electrical power, Operator shall require such third-party contractors to only use electricity to power its equipment at the site. In emergency situations, Operator shall be permitted to utilize non-electric generators until such time as electrical power can be restored. Provided, however, these emergency generators shall be positioned in such a manner as to minimize noise impacts on the adjacent residences.

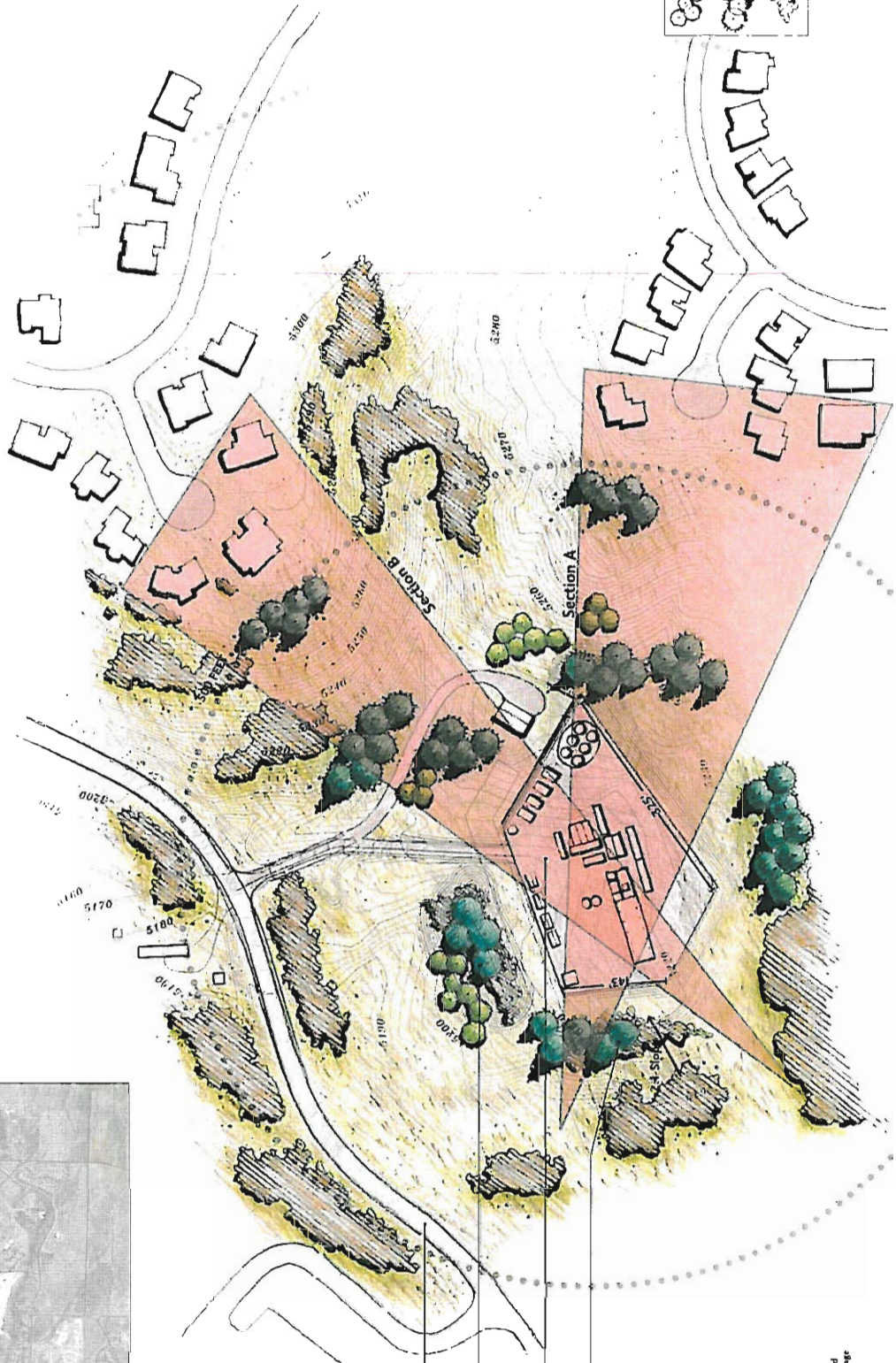
5. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, soiltac and/or liquid dust suppressants.

6. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
7. Storage and Parking. Operator agrees this site will not be used for storage or parking of any property other than that immediately required by Operator for its drilling, development and production activities.
8. Irrigation Water. If Operator chooses to purchase water from the Consolidated Metro District to provide its irrigation water, the cost of any tap will be at Operator's sole expense.
9. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.



Area of enlargement

1000 FEET



County Road 307

+/- 20' high berm

Well Pad C¹
elevation 5202

+/- 20' high berm

Deciduous Trees

Evergreen Trees

Shrub Massings



not to scale

01/19/09 SCHEMATIC DESIGN: PAD C
DESIGNWORKS III

BATTLEMENT MESA, PARACHUTE, COLORADO
ANIERO RESOURCES

¹Exact organization and layout of pad to be determined
Drawing for illustrative purposes only - subject to change



01/19/09 LIGHT EXPOSURE: PAD C
DESIGN BY: [unreadable]




BATTLEMENT MESA PARACHUTE, COLORADO
ANTERO RESOURCES

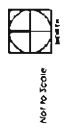
PLANT TYPE QUANTITY

TREES	
COLORADO SPRUCE	44
WESTERN COTTONWOOD	19
SHRUBS	
ROCKY MOUNTAIN JUNIPER	157
MOUNTAIN SAGE	313
RABBITBRUSH	157
GROUNDCOVERS	
SEEDMIX	93,254 SF

*Note: All Colorado Spruce trees shall have a minimum establishment height of 10'. Container trees shall have a minimum installation caliper of 3" and all shrubs shall be a minimum installation size of 1 gallon.



 Deciduous Trees
 Evergreen Trees
 Shrub Meanings



Not to Scale

01/19/09 PLANTING PLAN: PAD C
 DESIGN: [unreadable]

BATTELEMENT MESA, PARACHUTE, COLORADO
 ANTERO RESOURCES

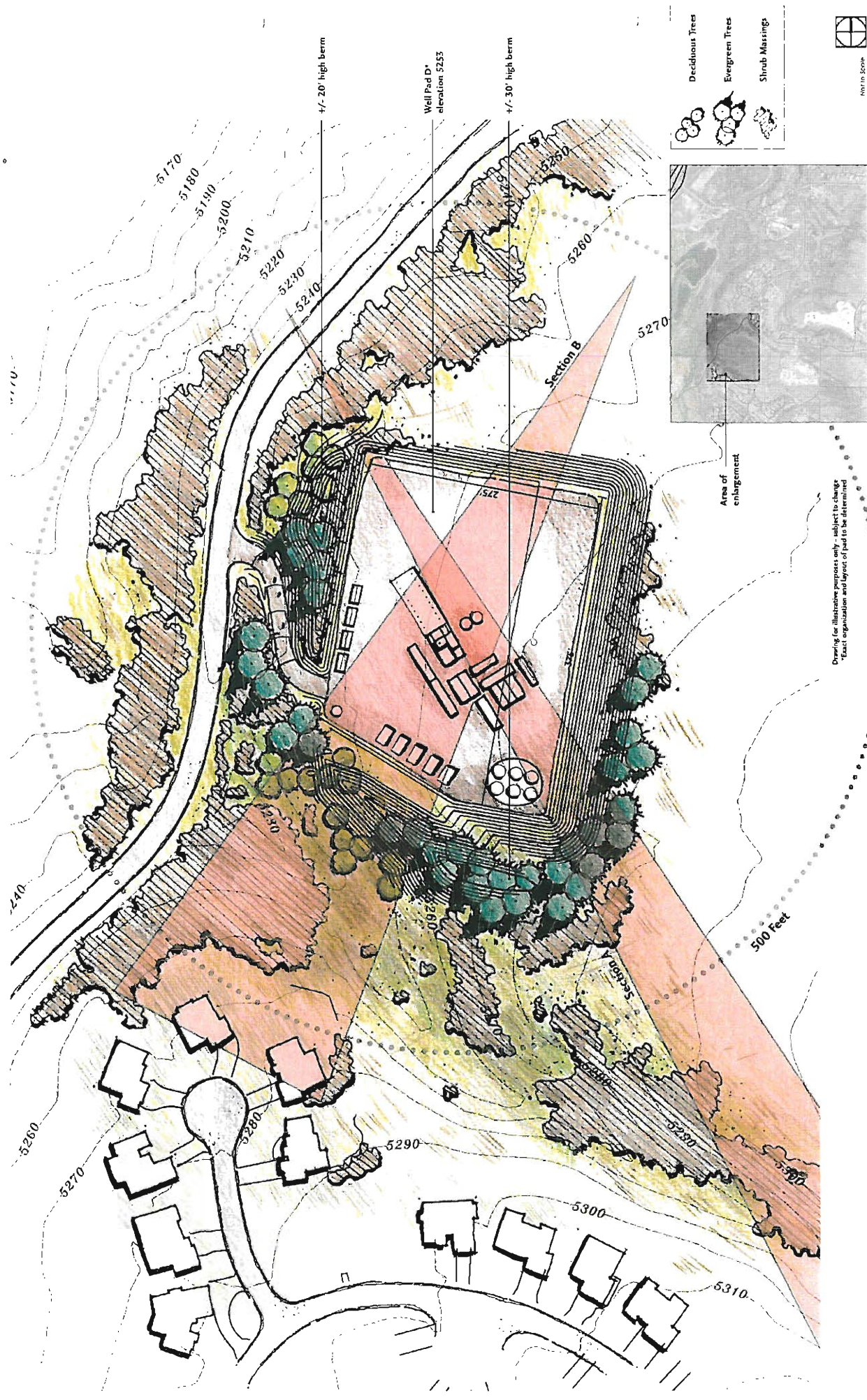
Wellsite Location D

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted

Wellsite Location D
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09 and the Schematic, Light Exposure and Planting plans dated 1/19/09 by Design Workshop for this pad, including berming the access road into the Wellsite Location. Operator reserve the right to make minor adjustments to number size and variety of plants, subject to Operator's obtaining Owner's written consent to same, which consent shall not be unreasonably withheld.
2. Lighting. All lights on the Wellsite Location above the top level of the berm will be oriented in a northwesterly direction as set forth in the above referenced Light Exposure plan. Focus of lighting will be downward and directed, where applicable, away from residences. If for safety reasons, Operator deems it unreasonable to orient the lighting to the northwest, Owner will be notified and both will cooperate to reasonably mitigate the effects related to such reorientation of the lighting, including utilizing shrouding the color of the surrounding landscape on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting, where feasible.
3. Landscaping Plan. Operator agrees to landscape the Wellsite Location pursuant to the above referenced Planting Plan. Operator agrees to commence with such landscaping work as soon as initial dirt work at the site commences and complete the same prior to commencement of drilling activity at the Wellsite Location, taking into consideration the growing season. Operator will be responsible for maintaining such landscaping, including but not limited to installing irrigation.
4. Power at Site. Provided electrical power can be accessed under commercially reasonable terms from the local power distribution company servicing the area of the Wellsite Location, Operator shall only use electricity to power its drilling rigs at the site. To the extent third-party contractor equipment has the provisions to utilize electrical power, Operator shall require such third-party contractors to only use electricity to power its equipment at the site. In emergency situations, Operator shall be permitted to utilize non-electric generators until such time as electrical power can be restored. Provided, however, these emergency generators shall be positioned in such a manner as to minimize noise impacts on the adjacent residences.
5. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, soiltac and/or liquid dust suppressants.

6. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
7. Storage and Parking. Operator agrees this site will not be used for storage or parking of any property other than that immediately required by Operator for its drilling, development and production activities.
8. Irrigation Water. If Operator chooses to purchase water from the Consolidated Metro District to provide its irrigation water, the cost of any tap will be at Operator's expense.
9. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.



Drawing for illustrative purposes only - subject to change
 *Exact organization and layout of pad to be determined

01/19/09 SCHEMATIC DESIGN: PAD D
 ANTERO RESOURCES DESIGNWORKS, INC.

BATTLEMENT MESA, PARACHUTE, COLORADO
 ANTERO RESOURCES



Not to Scale

01/19/09 LIGHT EXPOSURE: PAD D

DESIGN: 010K-51101

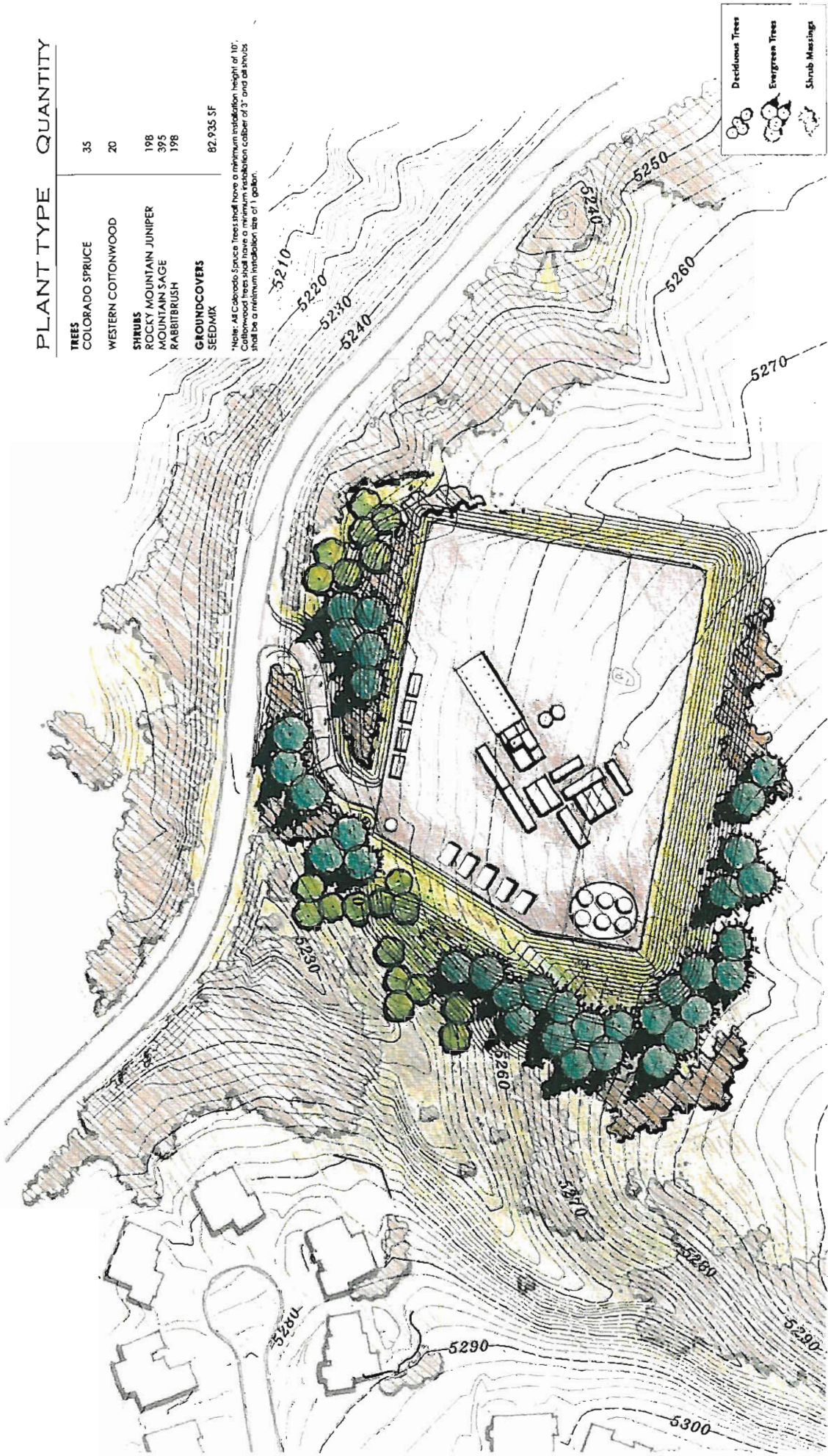
BATTLEMENT MESA PARACHUTE, COLORADO

ANTERO RESOURCES

PLANT TYPE QUANTITY

TREES	QUANTITY
COLORADO SPRUCE	35
WESTERN COTONWOOD	20
SHRUBS	
ROCKY MOUNTAIN JUNIPER	198
MOUNTAIN SAGE	395
RABBITBRUSH	198
GROUNDCOVERS	
SEEDMIX	82,935 SF

*Note: All Colorado Spruce Trees shall have a minimum installation height of 10'. Cottonwood trees shall have a minimum installation caliber of 3" and all shrubs shall be a minimum installation size of 1 gallon.



Decision Trees
 Evergreen Trees
 Shrub Massings



01/19/09 PLANTING PLAN: PAD D
 DESIGN: [unreadable]

BATTLEMENT MESA, PARACHUTE, COLORADO
 ANTERO RESOURCES

Wellsite Location E

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted



Wellsite Location E
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09, including berming the access road into the Wellsite Location.
2. Lighting. All lights on the Wellsite Location above the top level of the berm will most likely be oriented in a westerly direction. Focus of lighting will be downward and directed, where applicable, away from residences. If this light orientation becomes a nuisance to the residences in the vicinity of Wellsite Location E, Operator and Owner will cooperate to reasonably mitigate the effects related to lighting, including utilizing shrouding the color of the surrounding landscape on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting.
3. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, soil tack and/or liquid dust suppressants.
4. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
5. Storage and Parking. Operator agrees this site will not be used for storage or parking of any property other than that immediately required by Operator for its drilling, development and production activities.
6. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.

Wellsite Location F

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted



Wellsite Location F
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09, including berming the access road into the Wellsite Location. Operator agrees to utilize this Wellsite Location as a centralized fluid gathering site, Operator agrees to use all best visual resource management practices when implementing odor control and spill prevention measures and will do so in accordance with all COGCC regulations and/or guidelines.

2. Lighting. If Operator utilizes this Wellsite Location as a drilling location, all lights on the Wellsite Location above the top level of the berm will most likely be oriented in a southerly direction. Focus of lighting will be downward and directed, where applicable, away from residences. If for safety reasons, Operator deems it unreasonable to orient the lighting to the south, Owner will be notified and both will cooperate to reasonably mitigate the effects related to such reorientation of the lighting, including utilizing shrouding on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting

3. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the site, These efforts shall include, but not be limited to, the use as options of mats, soil tack and/or liquid dust suppressants.

4. Storage and Parking. Operator agrees this site may be used for storage or parking of any property required by Operator for its drilling, development and production activities conducted pursuant to this Agreement.

5. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.

Wellsite Location G

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted

Wellsite Location G
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09 including berming the access road into the Wellsite Location.
2. Lighting. All lights on the Wellsite Location above the top level of the berm will most likely be oriented in a westerly direction. Focus of lighting will be downward and directed, where applicable, away from residences. If this light orientation becomes a nuisance to the residences in the vicinity of Wellsite Location G, Operator and Owner will cooperate to reasonably mitigate the effects related to lighting, including utilizing shrouding the color of the surrounding landscape on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting.
3. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, soil tack and/or liquid dust suppressants.
4. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
5. Storage and Parking. Operator agrees this site will not be used for storage or parking of any property other than that immediately required by Operator for its drilling, development and production activities.
6. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.

Wellsite Location K

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted

Wellsite Location K
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09, including berming the access road into the Wellsite Location. If Operator utilizes this Wellsite Location as a drilling location, Operator agrees to build and maintain the Wellsite Location in accordance to Operator's highest standards during the drilling and completion phase, during the production phase (interim reclamation), and during the final reclamation phase. These standards are to meet or exceed all COGCC well-site regulations and/or guidelines. If Operator utilizes this Wellsite Location as a centralized fluid gathering site, Operator agrees to use all best management practices when implementing odor control and spill prevention measures and will do so in accordance with all COGCC regulations and/or guidelines. If Operator fails to utilize this site within three (3) years from the date of the Effective Date, Operator agrees to release this site from the potential of its development as a Wellsite Location.
2. Lighting. If Operator utilizes this Wellsite Location as a drilling location, all lights on the Wellsite Location above the top level of the berm will most likely be oriented in an easterly direction. Focus of lighting will be downward and directed, where applicable, away from residences. If for safety reasons, Operator deems it unreasonable to orient the lighting to the east, Owner will be notified and both will cooperate to reasonably mitigate the effects related to such reorientation of the lighting, including utilizing shrouding the color of the surrounding landscape on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting.
3. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, soil tack and/or liquid dust suppressants.
4. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
5. Storage and Parking. Operator agrees this site may be used for storage or parking of any property required by Operator for its drilling, development and production activities conducted pursuant to this Agreement.
6. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a

conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.

Wellsite Location L

Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted

Wellsite Location L
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09 and the Schematic, Light Exposure and Planting plans dated 1/19/09 prepared by Design Workshop, including berming the access road into the Wellsite Location, screening the valve sites and mitigating the impact of the Access Road entry way. Operator reserves the right to make minor adjustments to number, size and variety of plants, subject to Operator's obtaining Owner's written consent to same, which consent shall not be unreasonably withheld.
2. Lighting. All lights on the Wellsite Location above the top level of the berm will be oriented in a southerly direction as set forth in the above referenced Light Exposure plan. Focus of lighting will be downward and directed, where applicable, away from residences. If for safety reasons, Operator deems it unreasonable to orient the lighting to the south, Owner will be notified and both will cooperate to reasonably mitigate the effects related to such reorientation of the lighting, including utilizing shrouding the color of the surrounding landscape on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting, where feasible.
3. Landscaping Plan. Operator agrees to landscape the Wellsite Location pursuant to the above referenced Planting Plan. Operator agrees to commence with such landscaping work as soon as initial dirt work at the site commences and complete the same prior to commencement of drilling activity at the Wellsite Location, taking into consideration the growing season. Operator will be responsible for maintaining such landscaping, including but not limited to installing irrigation.
4. Power at Site. Provided electrical power can be accessed under commercially reasonable terms from the local power distribution company servicing the area of the Wellsite Location, Operator shall only use electricity to power its drilling rigs at the site. To the extent third-party contractor equipment has the provisions to utilize electrical power, Operator shall require such third-party contractors to only use electricity to power its equipment at the site. In emergency situations, Operator shall be permitted to utilize non-electric generators until such time as electrical power can be restored. Provided, however, these emergency generators shall be positioned in such a manner as to minimize noise impacts on the adjacent residences.

5. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, soil tack and/or liquid dust suppressants.
6. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
7. Storage and Parking. Operator agrees this site will not be used for storage or parking of any property other than that immediately required by Operator for its drilling, development and production activities.
8. Irrigation Water. Owner shall provide Operator with access to the golf course irrigation system as well as a water supply to facilitate the irrigation and maintenance of the landscaping to be performed by Operator pursuant to paragraph five (5) above. Operator agrees to provide metering of the water utilized if requested in writing by Owner.
9. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.
10. Consultation with Owner and Golf Course Operator. Operator agrees to consult with the Owner and the Golf Course Operator regarding mitigation of Oil and Gas Operations on the use and enjoyment of the golf course.



End of the driving range

+/- 10' high berm

+/- 20' high berm

+/- 20' high berm

Well pad L¹
elevation 5272
+/- 78 feet below
Battlement Parkway

+/- 20' high berm

Access road

Area of
engagement

- Deciduous Trees
- Evergreen Trees
- Shrub Massings

Details for illustrative purposes only -
subject to change
*Exact organization and layout of pad to
be determined



not to scale



Not to Scale

01/19/09 LIGHT EXPOSURE: PAD L
DESIGNATOR: 51101P

BATLEMENT MESA PARACHUTE, COLORADO
ANTERO RESOURCES

Wellsite Location M

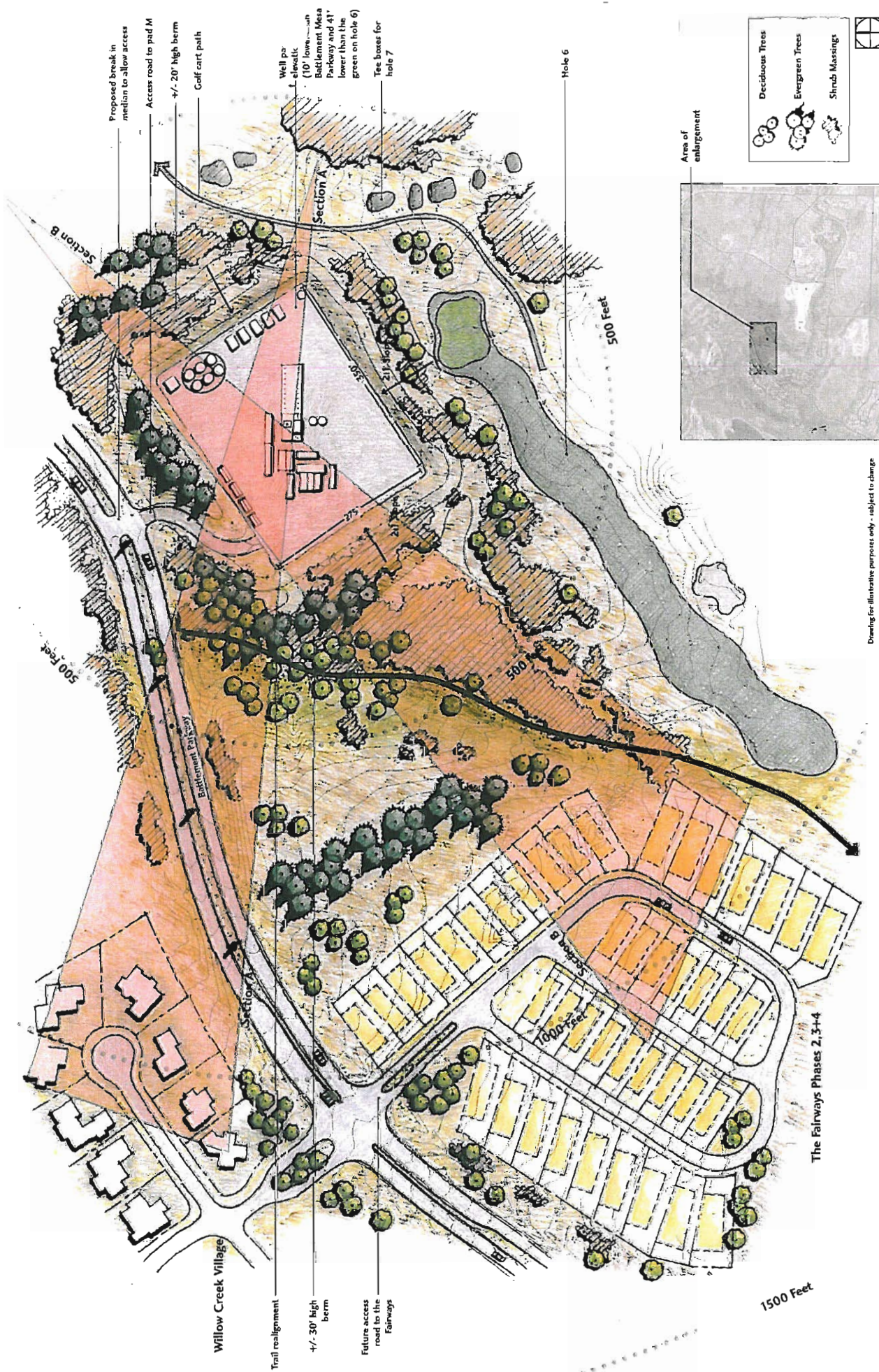
Schematic prepared by Schmueser Gordon Meyer dated 1/20/09 is redacted

Wellsite Location M
Specific Operational Requirements

1. Visual Impact Mitigation. At Operator's sole expense, the Wellsite Location will be constructed to the ground level as depicted on the attached schematics created by Schmueser Gordon Meyer dated 1/20/09 and the Schematic, Light Exposure and Planting plans dated 1/19/09 prepared by Design Workshop, including berming the access road into the Wellsite Location. Operator reserves the right to make minor adjustments to number, size and variety of plants, subject to Operator's obtaining Owner's written consent to same, which consent shall not be unreasonably withheld.
2. Lighting. All lights on the Wellsite Location above the top level of the berm will be oriented in an easterly direction as set forth in the above referenced Light Exposure plan. Focus of lighting will be downward and directed, where applicable, away from residences. If for safety reasons, Operator deems it unreasonable to orient the lighting to the east, Owner will be notified and both will cooperate to reasonably mitigate the effects related to such reorientation of the lighting, including utilizing shrouding on three sides of the drilling rig on site as a mitigation measure, and the utilization of low density sodium vapor lighting, where feasible.
3. Bike Path Relocation. At Operator's sole expense, the current bike path will be relocated and reconnected with the existing bike path as shown on the attached plat in consultation with the Battlement Mesa Homeowners Association. The relocated bike path will be similar in width and constructed with similar materials as the existing bike path.
4. Golf Cart Path Relocation. At Operator's sole expense, the existing golf cart path located on the northeast side of the Wellsite Location will be relocated in consultation with the current owner of golf course. The relocated golf cart path will be similar in width and constructed with similar materials as the existing golf course path. If requested by the owner of the golf course, a safety fence will be installed on the edge of the golf cart path along areas of steep slope. This fencing shall consist of a split rail or other appropriate form of fencing (of similar expense) sufficient to protect persons in the area while not unnecessarily detracting from the natural setting of the golf course.
5. Landscaping Plan. Operator agrees to landscape the Wellsite Location pursuant to the attached schematic created by Schmueser Gordon Meyer dated 10/27/08 and the above referenced Planting Plan created by Design Workshop. Operator agrees to commence with such landscaping work as soon as initial dirt work at the site commences and complete the same prior to commencement of drilling activity at the Wellsite Location, taking into consideration the growing season. Operator will be responsible for maintaining such landscaping, including but not limited to installing irrigation. Operator also agrees to utilize such materials in the ditch

constituting a part of this Wellsite Location as to cause it be natural in appearance and in harmony with its surroundings.

6. Power at Site. Provided electrical power can be accessed under commercially reasonable terms from the local power distribution company servicing the area of the Wellsite Location, Operator shall only use electricity to power its drilling rigs at the site. To the extent third-party contractor equipment has the provisions to utilize electrical power, Operator shall require such third-party contractors to only use electricity to power its equipment at the site. In emergency situations, Operator shall be permitted to utilize non-electric generators until such time as electrical power can be restored. Provided, however, these emergency generators shall be positioned in such a manner as to minimize noise impacts on the adjacent residences.
7. Dust Suppression. Operator shall utilize its best efforts at all times to suppress all dust emissions from the Wellsite Location, These efforts shall include, but not be limited to, the use as options of mats, soil tack and/or liquid dust suppressants.
8. Wellhead Compression Housing. To the extent in Operator's opinion wellhead compression is necessary, Operator shall house all noise-related compression equipment in a structure that provides a high level of noise suppression available through the utilization of best management practices.
9. Storage and Parking. Operator agrees this site will not be used for storage or parking of any property other than that immediately required by Operator for its drilling, development and production activities.
10. Irrigation Water. Owner shall provide Operator with access to the golf course irrigation system as well as a water supply to facilitate the irrigation and maintenance of the landscaping to be performed by Operator pursuant to paragraph five (5) above.
11. Surface Use Agreement. These provisions incorporate and, at the same time, shall be considered a part of the SUA and all of its various exhibits. To the extent a conflict in the terms of this document and the SUA occurs, those terms more protective of the environmental and community interests of Owner and Battlement Mesa PUD shall control.
12. Consultation with Owner and Golf Course Operator. Operator agrees to consult with the Owner and Golf Course Operator regarding mitigation of Oil and Gas Operations on the use and enjoyment of the golf course.



Proposed break in median to allow access

Access road to pad M

±/- 20' high berm

Golf cart path

Well plate elevatic (10' lower than Battlement Mesa Parkway and 41' lower than the green on hole 6)

Tee boxes for hole 7

Hole 6

Section B

Section A

500 Feet

500 Feet

Willow Creek Village

Trail realignment

±/- 30' high berm

Future access road to the Fairways

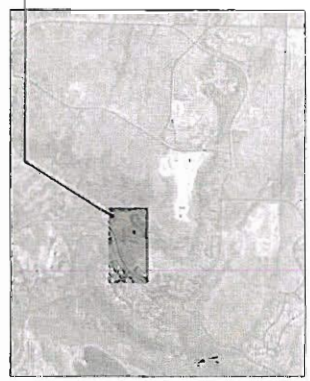
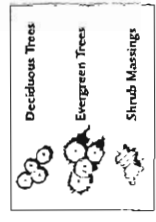
Section C

1000 Feet

The Fairways Phases 2, 3+4

1500 Feet

Area of enlargement



Design for illustrative purposes only - subject to change
 *Exact organization and layout of pad to be determined

Not to scale



01/19/09 SCHEMATIC DESIGN: PAD M
 DESIGN: WPKKNTJ

BATTELEMENT MESA PARACHUTE, COLORADO
 ANTERO RESOURCES



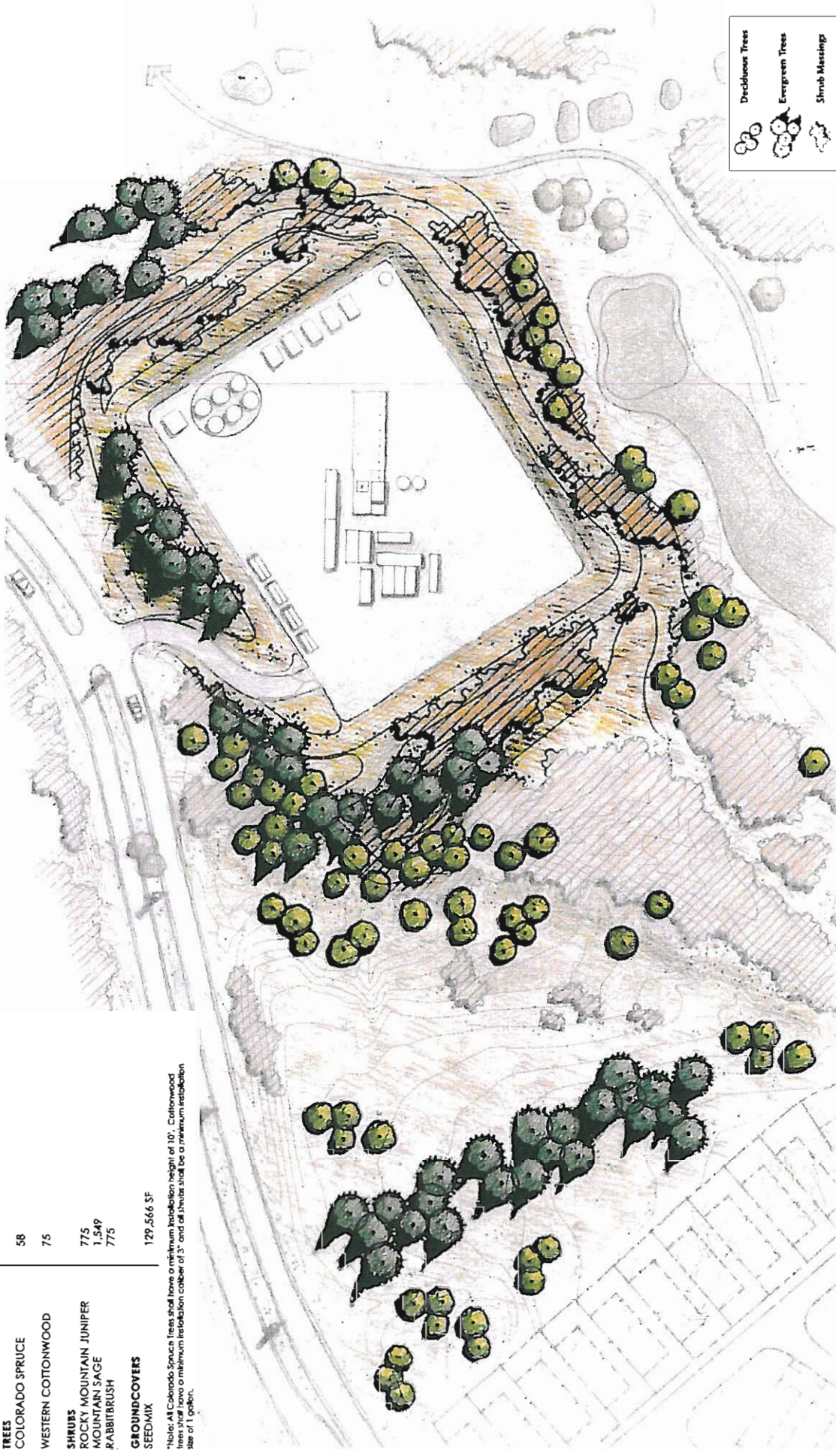
01/19/08 LIGHT EXPOSURE: PAD M
NOT TO SCALE DESIGNATION

BATLEMENT MESA, PARACHUTE, COLORADO
ANTERO RESOURCES

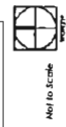
PLANT TYPE QUANTITY

TREES	QUANTITY
COLORADO SPRUCE	58
WESTERN COTTONWOOD	75
SHRUBS	775
ROCKY MOUNTAIN JUNIPER	1,549
MOUNTAIN SAGE	775
RABBITBRUSH	
GROUNDCOVERS	129,566 SF
SEEDMIX	

*Note: All Colorado Spruce trees shall have a minimum installation height of 10'. Cottonwood trees shall have a minimum installation caliper of 3" and all shrubs shall be a minimum installation size of 1 gallon.



Deciduous Trees
 Evergreen Trees
 Shrub Plantings



Not to Scale
 01/19/09 PLANTING PLAN: PAD M
 DESIGN: [UNRECOGNIZABLE]

Exhibit D

Reclamation Plan

AFFECTED COMMUNITIES/HABITATS

The affected community and habitats of each Wellsite Location and the Pipeline Easements will be established. Site vegetation may consist of sagebrush and grasses.

PRE-DISTURBANCE INVENTORY AND SITE PLANNING

Location plats for each Wellsite Location, Access Roads and Pipeline Easements will be created along with a legal description. The vegetation reference area will be identified for each will be documented by photographs.

Site planning and proposed fencing of disturbed areas will be documented.

TOPSOIL AND SUBSOIL DETERMINATION AND SALVAGE

An inspection of the soils at the proposed Wellsite Location, Access Roads and Pipeline Easements will be conducted. Immediately after soil samples are collected they will be placed in a cooler to preserve nitrate/nitrogen levels. Soil samples will be submitted to a lab for analysis of the following parameters:

- soil texture
- pH
- sodium absorption ratio
- electrical conductivity
- saturation percentage
- selenium
- nitrogen content
- phosphorus content
- potassium content
- cation exchange capacity
- organic matter content

The soil series and soil horizons will be identified for each well pad.

GUIDELINES FOR TOPSOIL AND SUBSOIL STRIPPING

The soil color differences and a slight texture difference will be identified for each soil series. The A horizon should be stripped to a depth as per the COGCC Series 1003 rule and stockpiled as topsoil separately. Soil salvaged in this manner will help assure a substantial volume of favorable growth media.

SOIL STOCKPILING

The stockpiled soil material not utilized in berming, wellpad construction and Access Roads for and to the various Wellsites shall be located on Wellsite F as indicated on the Schmueser Gordon Meyer schematics dated 1/20/09 and, where applicable, Design Workshop.

TEMPORARY REVEGETATION EFFORTS

The soil stockpile, as well as cut and fill slopes, will be seeded immediately after the well pad disturbance. The seed mixture will consist of grass species which appear on the BLM list of recommended seed mixes. The seed mixture may be hand broadcast and drag harrowed and/or hand raked to get good soil contact.

SOIL AMENDMENTS AND FERTILIZERS

The results of the soil inspection will be used to determine the appropriate soil amendments and fertilizers and the depth of their application.

STABILIZATION AND INTERIM RECLAMATION

Interim reclamation will be performed in accordance with COGCC Series 1003 rules. The objectives of stabilization and interim reclamation will be as follows:

1. Stabilization of the disturbed areas will be conducted by providing wind and water erosion control to reduce soil loss.
2. Utilize the prescribed seed mixture and additional vegetation practices as described below to establish a self-sustaining vegetative rangeland cover.

Operator shall utilize irrigation as necessary during the course of interim reclamation measures to assist in the establishment of plant life at the site consistent with good reclamation practice.

All interim reclamation shall be consistent with Exhibit C Wellsite requirements.

BACKFILLING, GRADING, AND RE-CONTOURING

Reclaimed areas will be sloped to 3:1 or less. A flat area will be maintained for well servicing and potential future additional drilling efforts. Further drill pad reduction may be possible based on landowner requirements and/or site conditions.

TOPSOIL REPLACEMENT

Soil salvaged when the wells are drilled will be redistributed over the soil surface after subsoil has been replaced and additional backfilling, grading, and re-contouring steps have been completed as described below. Soil will be replaced by using front-end loaders,

trackhoes, and dozers. Soil will not be replaced when it is excessively wet and frozen so as to jeopardize soil structure.

SEEDBED PREPARATION/SOIL TILLAGE

Seedbed preparation and soil tillage will be completed after the application of subsoil, topsoil, and any soil amendments. Soil tillage will be to a minimum depth of 4" utilizing a disk, chisel plow, or harrow. Seedbed preparation will also include removal of coarse fragments (rock material) that exceed 35% to 40% of the soil surface as well as rocks 8" in diameter that occupy more than 10% of the soil surface.

SEEDING METHODS AND TIMES

If interim seeding is performed in the spring, it will be accomplished by May 15; if fall seeding is performed, it will be completed after August 30 and before the soil freezes. Both temporary and interim vegetation efforts will consist of drill seeding with a range land drill to a planting depth of ¼" to ½" on slopes 3:1 or flatter. Broadcast seeding, followed by harrowing or hand raking to lightly cover the seed with soil, will be used on slopes steeper than 3:1 or areas inaccessible for drill seeding equipment. All well sites, access roads, and flow line and gathering line right-of-ways will be mulched immediately after seeding and no later than 24 hours after seeding with a weed-free straw or grass hay material. Grass hay mulch will be applied at 1 ½ tons per acre, or straw mulch will be applied at 2 tons per acre. Mulch material will be crimped into the soil surface with a commercial mulch crimper, a straight disc, or bulldozer tracks if too steep to otherwise crimp mulch in place.

SEED MIXTURES

The seed mixtures will be those as recommended by the BLM for the appropriate habitat or affected community and or as requested by the landowner.

EROSION CONTROL BLANKETS AND OTHER SPECIAL PROVISIONS FOR EROSION CONTROL

Erosion control procedures will be specified by the site specific Storm Water Management Plan (SWMP) as required by the Colorado Department of Public Health and Environment, Water Quality Control Division. The SWMP will include, among other things, detailed descriptions of erosion control best management practices (BMPs). The location of each site specific BMP will be identified on a plat.

NOXIOUS WEED CONTROL PLAN

The location will be inspected three times per year by a qualified person. Based on this inspection, methods, materials, and timing of weed control measures will be specified. Weed control inspections and response measures will be documented. A table of the noxious weeds of concern to Garfield County is presented below.

Table 1: Garfield County Noxious Weed List

Scientific Name/Common Name
Cirsium arvense Canada thistle
Cichorium intybus Chicory
Arctium minus Common burdock
Linaria dalmatica Dalmatian toadflax
Centaurea diffusa Diffuse knapweed
Cardaria draba Hoary cress
Cynoglossum officinale Houndstongue
Aegilops cylindrica Jointed goatgrass
Euphorbia esula Leafy spurge
Carduus spp. Musk thistle
Crysanthemum leucanthemum Oxeye daisy
Carduus acanthoides Plumeless thistle
Lythrum salicaria Purple loosestrife
Centaurea repens Russian knapweed
Elaeagnus angustifolia Russian olive
Tamarix parviflora, Salt Cedar
Tamarix ramosissima, Salt Cedar
Onopordum acanthium Scotch thistle
Centaurea maculosa Spotted knapweed
Centaurea solstitialis Yellow starthistle
Linaria vulgaris Yellow toadflax
Source: Garfield County - Noxious Weed List, 2007.

FINAL RECLAMATION

Successful final reclamation of the Property shall consist of compliance with the provisions of this Exhibit D and full compliance with the then-applicable provisions of COGCC Rule 1004.e or such comparable provision as is in effect at the time of such final reclamation.

Prior to final reclamation of Wellsites L and M, Operator and Owner agree to confer and determine between themselves what form the final reclamation of these Wellsites shall take. The agreement reached between these parties shall be reduced to writing and executed by both for submission to the COGCC, In the event no agreement can be reached, Operator shall reclaim these Wellsites as set forth above.