

SURFACE USE AND EASEMENT AGREEMENT

3 AGREEMENT ("Agreement") is made and entered into this 23 day of JULY, 2010 ("Effective Date") between A & E Diemoz, LLLP, whose address is 214 Center Drive, Glenwood Springs, CO 81601 hereinafter "Owner", and Antero Resources Piceance Corporation, whose address is 1625 17th Street, Denver, Colorado 80202 hereinafter called "Operator".

WHEREAS, the Owner is the owner of the surface of the lands described on Exhibit A and further depicted on Exhibit B attached hereto and made a part hereof for all purposes ("Lands");

WHEREAS, Operator desires to utilize the Lands for the operations hereafter described, and Owner desires to allow such use;

WHEREAS, Owner and Operator desire to enter into this Agreement to stipulate the terms and conditions under which Operator may use the Lands by Operator.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Owner and Operator agree as follows:

1. **Surface Ownership.** Operator desires to explore for and produce oil and gas and associated hydrocarbons from the property owned by Owner and described on Exhibit A and Exhibit B attached hereto and made a part hereof for the purpose of drilling, completing, operating and producing oil and gas. Said oil and gas and associated hydrocarbons may be extracted from adjoining properties and produced through property owned by Owner.

2. **Grant of Easement.** Owner hereby grants to Operator a right-of-way and easement on, over, through and across the Lands as approximately depicted on Exhibit B for the purpose of drilling, completing, operating and producing oil and gas, 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 Lands 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 (both water and gas), for both conducting operations and handling production from the Lands, as well as from other lands which Owner may not have an interest in, which may be necessary for Operator to have a continuous and efficient pipeline system (such right-of-way and easement shall not exceed fifty feet (50') during the construction phase, and shall not exceed twenty-five feet (25') after the completion of construction), pigging facilities, tanks, water discharge, and any other actions deemed necessary by Operator for the operations. Within 60 days after any pipeline is installed on the Lands, Operator will furnish to Owner an as-built map showing the location of the pipeline. Owner agrees that Operator may file in the real property records of Garfield County, Colorado on behalf of Owner appropriate documentation evidencing the location of any pipelines on the Lands.

REDACTED

REDACTED

Witness whereof, Owner and Operator have executed this Agreement effective the day mentioned above regardless of execution.

OWNER:

E Diemoz, LLLP

Floyd Diemoz
Floyd Diemoz, Managing General Partner
Francis Diemoz
Francis Diemoz, General Partner

OPERATOR:

Antero Resources Piceance Corporation

By: Brian A. Kuhn
Brian A. Kuhn, Vice President

ACKNOWLEDGMENTS

STATE OF COLORADO)
COUNTY OF Garfield) ss

The foregoing instrument was subscribed and sworn to before me on July 27th, 2010, by Floyd Diemoz, Managing General Partner of the A & E Diemoz, LLLP.

Commission expires: 6-25-13
Witness my hand and seal.



Lynette L. Brickell
Notary Public

STATE OF New Mexico
COUNTY OF Santa Fe) ss

The foregoing instrument was subscribed and sworn to before me on 7/23, 2010, by Francis Diemoz, General Partner of the A & E Diemoz, LLLP.

Commission expires: 6/8/11
Witness my hand and seal.

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was subscribed and sworn to before me on 7-, 2010, by Brian A. President of Antero Resources Piceance Corporation.

My commission expires: _____
In witness whereof, I have hereunto set my hand and seal.

Notary Public

EXHIBIT A

attached to and made a part of that certain SURFACE USE AND EASEMENT AGREEMENT dated 7-27, 20 between, A & E Diemoz, LLLP ("Owner") and ANTERO RESOURCES PICEANCE CORPORATION ("Operator and its assigns") covered by and referred to in the foregoing agreement including the following described land located in Garfield County, Colorado, more particularly described as follows:

Section 5 South, Range 92 West of the 6th P.M.

Section 36:

the NW/4NW/4, S/2NW/4, N/2SW/4, SW/4SW/4 and the west 30 acres of the SE/4SW/4

Section 25:

the NW/4, W/2NE/4SW/4 and a right of way for an existing ditch from said tract to the West lateral of the Harvey Reservoir.

SECTION 5 AND EXCEPT a tract of land situated within the NW/4SW/4 of said section 25 described as follows:

beginning at a point on the North Boundary of a county road whence the East quarter corner of said Section 25 bears S 88°00' E 4329.05 feet; thence North 782.18 feet; thence West 565.00 feet, thence South 782.18 feet, thence East 30 feet to the POINT OF BEGINNING.

EXHIBIT B

ched to and made a part of that certain SURFACE USE AND EASEMENT AGREEMENT dated 7-27, 20
between, A & E Diemoz, LLLP ("Owner") and ANTERO RESOURCES PICEANCE CORPORATION ("Operator").

