

SURFACE USE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of September, 2006 ("Effective Date") by and between James Dean Robinson, whose address is 6917 East Wesley Avenue, Denver, CO 80224, hereinafter called "Owner", and Antero Resources Piceance Corporation, whose address is 1625 17th Street, Denver, Colorado 80202, hereinafter called "Operator".

WHEREAS, the undersigned owns the surface of the lands described on Exhibit A 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 utilization;

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

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, 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 on property owned by Owner and described on Exhibit A attached hereto and made a part hereof for all purpose.
2. **Grant of Easement.** Owner hereby grants to Operator a right-of-way and easement on, over, through and across the Lands 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 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 for handling both production produced from the Lands, 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 (such right-of-way and easement not to 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 its operations. Within 60 days after any pipeline is installed on the Lands, Operator will furnish to Owner an as-built plat 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. *The pipelines, roads and operations will be limited to those areas as shown on Exhibit A attached and incorporated by this reference.* BAR JDR

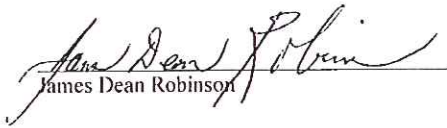
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DATED this 10th day of October, 2006

OWNER


James Dean Robinson

OPERATOR

Antero Resources Piceance Corporation



By: Brian A Kuhn
Title: Vice President

Exhibit A
Description of Lands

A 24.23 acre tract of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 8, Township 6 South, Range 92 West, 6th P.M., Garfield County, Colorado

And

A 9.37 acre tract of land described as the West 1072' of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 17, Township 6 South, Range 92 West, 6th P.M., Garfield County, Colorado

See Attached Plat