

SURFACE USE AND COMPENSATION AGREEMENT

This Surface Use and Compensation Agreement ("**Agreement**") is made and entered into, effective as of the 22nd day of April, 2013 ("**Effective Date**") by and between The Joline D. Weiss Moran Grandchildren Trust, whose address is 5194 South Williams Circle, Greenwood, Village, CO 80121-1419 ("**Grantor**"), and ConocoPhillips Company, a Delaware Corporation, whose address is Attn: Manager, Real Property Administration, PO Box 7500, Bartlesville, OK. 74004-7500 ("**Grantee**").

RECITALS

- A. Grantor owns the surface and mineral estate or otherwise controls the surface and mineral rights in and to property located in East Half of Section 2, Township 5 South, Range 64 West, Arapahoe County, Colorado ("**Property**").
- B. Grantee owns or operates oil and gas leases and rights and may become holder of other oil and gas leases and rights underlying or in the vicinity of the Property ("**Leases**") and desires to enter on the Property for the purposes of conducting oil and gas operations under or related to the Leases ("**Operations**").
- C. D. Grantor and Grantee desire to stipulate and agree on the rights to be granted by Grantor to Grantee and the compensation and damages to be paid for such rights.

AGREEMENT

For and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Surface Access Rights.

- A. **Right-of-Way.** Grantor grants to Grantee and its agents, employees, and others authorized by them a private easement and right-of-way upon and across the lands depicted on Exhibit A of the Property to conduct its Operations, including without limitation, the rights to (a) locate, drill, complete, operate, and maintain well and well pad and associated production equipment on the Property; (b) to construct, operate and maintain access roads, (c) to lay, construct, operate, inspect, maintain, repair, replace with same or different size pipe, remove, or abandon in place flowlines, pipeline(s), compressors, power line(s) and/or communication line(s), and other facilities related to the Operations as depicted on Exhibit A ("**Right-of-Way**"). Such Right-of-Way also includes the right for Grantee to construct from time to time and at any time or times additional pipelines, flowlines, appurtenances, valves, metering equipment, cathodic protection, wires, conduits, cables, and/or underground power lines and other facilities needed for its Operations within the Right-of-Way granted. The Right-of-Way for the roads, pipeline(s), power line(s) and/or communication line(s) shall not exceed Sixty feet (60') in width. Grantee may use an additional twenty feet (20') along and adjacent to the Right(s)-of-Way during construction, repair or maintenance periods.

- B. Grantor warrants that it is the owner of the Property and has the legal right to grant the Right-of-Way described herein and that Grantee shall have the quiet use and enjoyment of the Property in accordance with the terms and conditions of this Agreement.
2. **Location of Rights-of-Way and Well Pad.** The Rights-of-Way for flowlines, pipelines, power lines, communication lines other planned facilities and access and the well pad locations will be located as specified and illustrated on the attached **Exhibit A**.
3. **Colorado Waiver of Notice and Consultation.** With respect to the Rules and Regulations ("Rules") of the Colorado Oil and Gas Conservation Commission ("COGCC"), Grantor acknowledges the receipt from Grantee of the information brochure for surface owners described in COGCC Rule 306. Grantor acknowledges and agrees that as to the activities covered by this Agreement, Grantee has complied with all notice, meeting, comment and consultation requirements of COGCC Rules 305 and 306.
4. **Grantor Use of Property.** Grantor expressly acknowledges that as to the activities covered by this Agreement this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of Grantee to reasonably accommodate Grantor's use of the surface of the Property, existing or future, and Grantor waives any statutory or common law claims to the contrary. Further, Grantor acknowledges that Grantee's proposed use of the Property reasonably accommodates the Grantor by minimizing intrusion upon and damage to the Property, and that Grantee has fully complied with Colorado's statutory reasonable accommodation doctrine at Colo. Rev. Stat. § 34-60-127, as amended or re-codified. Grantor agrees that Grantee will have the right to fence and will have exclusive use of the well pad located within the Right-of-Way, and Grantor specifically agrees not to place or store any personal property or material of any kind on any well pad, including but not limited to placing or storing vehicles, farm equipment, hay or other crops on any well pad.
5. **Compensation.** Compensation for the rights granted hereunder and for damages incurred with respect to Grantee's use of any of the Property for the purposes stated herein, is provided for in a separate unrecorded agreement between Grantor and Grantee signed concurrently with this Agreement. Said compensation letter agreement covers compensation for the use of the Property for the drilling, completion and production of one vertical well. To the extent that additional wells are drilled on the Property the parties will negotiate and enter into a separate compensation agreement for such additional wells. If the parties are unable to come to an agreement with respect to further compensation, this Agreement will only be in effect for the drilling, completion and production of one vertical well located on the Property.
6. **Conduct of Operations.**
- A. All of Grantee's Operations shall be conducted in a safe and workmanlike manner and in compliance with all applicable federal, state or local laws, rules or regulations.
- B. Grantee will design and construct well location to provide a safe working area while reasonably minimizing the total surface area disturbed.

- C. At the time any access road is initially constructed, Grantee will install a cattleguard and/or gate at each existing fence line crossed by such access road.
- D. All disturbed areas affected by drilling or subsequent operations shall be maintained by Grantee to control dust and minimize erosion. During the term of this Agreement, Grantee shall keep all disturbed areas as reasonably free of noxious weeds as practicable.
- E. Grantee shall have the right to clear all trees, undergrowth and other obstructions from the Right-of-Way.
- F. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions on the Right-of-Way and Grantor will not change the grade of the Right-of-Way without the express written consent of Grantee.
- G. Grantor agrees that during times of construction or other significant work, Grantee may park vehicles in areas near the work site or along roads.
- H. Grantee may store material (e.g., soil and gravel) excavated from the Property on a temporary basis on the well pad to be used for construction or reclamation of the well pad. Grantee also may import material from off of the Property for construction or reclamation of the well pad. After constructing the well pad, if Grantee determines that there is material in excess of what is required for reclamation that can reasonably be stored on the well pad, then Grantee may deliver said excess material to a location on the Property that is mutually acceptable to Grantee and Grantor. Any such excess material so delivered with the consent of the Grantor shall become the sole responsibility of Grantor, and Grantee shall have no further responsibility for said excess material. Should a mutually acceptable location on the Property not be found, then Grantee will remove such excess material from the Property.
- I. Subject to reaching mutually agreeable terms with the local electric company, Grantor hereby grants permission for any local electric company to raise, move and install utility lines on the Property when requested by Grantee in connection with the well. Subject to reaching mutually agreeable terms with the local electric company, Grantor agrees to execute utility easements with such local electric company as necessary to comply with this provision.

7. Reclamation.

- A. As to all disturbed areas affected by drilling or other operations hereunder, that are no longer needed or used for construction or operation of any facilities or upon termination of this Agreement, Grantee shall commence operations and continue in a diligent manner to fully reclaim and re-seed areas to a condition as similar as is practicable to that existing prior to the commencement of Grantee's activities, or in accordance with any then applicable federal, state or local laws and regulations, and in accordance with these provisions.
- B. Grantee shall consult with Grantor regarding seed mix to be used for reseedling.

C. Grantee shall notify Grantor prior to final reclamation operations on the Property, including plugging and abandonment, and shall comply with any federal, state or local notification rules, regulations or requirements. Grantee shall use its reasonable efforts to consult in good faith with Grantor regarding all aspects of final reclamation, including but not limited to timing of such operations, topsoil protection and reclamation of the Property.

8. **Designated Contact Person.** Grantor and Grantee designate the following as their primary contact person for discussions, consultation and/or notification purposes:

GRANTOR:

The Joline D. Weiss Moran Grandchildren Trust
Jodi Dyce
5194 South Williams Circle
Greenwood Village, CO 80121-1419
303-761-9268
303-781-4662 Fax

GRANTEE:

ConocoPhillips Company
Real Property Administration
PO Box 7500
Bartlesville, OK. 75005-7500

And to:

ConocoPhillips Company
Attn: Wayne McCreesh or Maxwell Blair
ConocoPhillips Company
Property Tax, Real Estate, Right of Way and Claims
34501 East Quincy Avenue, Building 1
Watkins, CO 80137
Phone: 303-268-3709
Fax: 303-268-3730

All notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth above. Any communication or delivery hereunder shall be deemed to have been duly made and the receiving Party charged with notice, whether personally delivered, sent by facsimile transmission, mail or overnight courier, when received. Grantor or Grantee may notify the other of a change in its designated contact person.

9. **Assignability.** This Agreement may be assigned by Grantee without Grantor's consent to any person or entity holding an oil and gas leasehold interest in the Property but may not otherwise be assigned without Grantor's prior written consent, which shall not be unreasonably withheld. Such assignment will act to terminate the assigning party's duties, obligations, and liabilities under this Agreement from and after the effective date of the assignment, with the exception of any monetary obligations accruing or unsatisfied obligations as to the Property prior to such date.

10. **Binding Effect.** All provisions of this Agreement shall be binding on and inure to the benefit of Grantor and Grantee and their heirs, executors, administrators, successors and assigns.

11. **Term.** This Agreement shall be effective as of the date it is fully executed and shall remain in force and effect as to all of the Property for as long as the oil and gas lease pursuant to which any wells located on the Property are or were drilled remain in effect and for reclamation and removal of equipment purposes only, for a period of one (1) year following termination of such oil and gas leases and rights.
12. **Recordability.** This Agreement may only be recorded with the written consent of both Grantor and Grantee. Grantor and Grantee agree to execute a memorandum version of this Agreement, which may be recorded in the Clerk and Recorder's office for the county(ies) in which the Property is located.
13. **Shall Not Diminish Other Rights.** This Agreement is a clarifying and confirming document and shall not be construed as a waiver of any rights Grantee has under any other agreement or instrument pertaining to the Property. If it becomes necessary or desirable to utilize locations different from those agreed upon due to regulatory requirements or otherwise, the parties will negotiate a modification to this Agreement.
14. **Confidentiality.** Except as set forth in the memorandum of this Agreement, Grantor hereby represents and warrants that Grantor shall not disclose or publish in any form or fashion the terms of this Agreement, it being understood that such warranty and representation forms part of the consideration for this Agreement.
15. **Indemnity.** Grantee indemnifies Grantor and agrees to hold Grantor harmless from liability, loss, damage, and cost arising out of claims by persons or entities other than Grantor and its invitees for injury to persons or property resulting directly from Grantee's Operations conducted hereunder, EXCEPT to the extent any such Claims result from or are attributable to the negligence, gross negligence, willful misconduct or malicious acts (or omissions) of Grantor, its agents, employees, contractors or representatives.
16. **Force Majeure.** Neither Grantor nor Grantee shall be liable to the other for any damages for failure to perform its obligations under this Agreement due to fire, earthquake, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, acts of terrorism, strike or labor disputes and other like casualty or other causes beyond its reasonable control (including but not limited to inability to complete reclamation responsibilities; provided, however, that such responsibilities shall continue but with an extension of the completion deadline), nor for damages caused by public improvements or condemnation proceedings.
17. **Transfer of Grantor's Interest.** No transfer of Grantor's interest, by assignment or otherwise, shall be binding on Grantee until Grantee has been furnished with written notice, including copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Grantor. No present or future division of Grantor's ownership as to different portions or parcels of the Property shall operate to enlarge the obligations or diminish the rights of Grantee, and all Grantee's Operations may be conducted without regard to such division.
18. **Amendments.** This Agreement may only be amended by the written agreement of both parties.
19. **Headings.** Paragraph headings or captions in this Agreement are for reference and convenience only and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision.

- 20. Construction of Agreement.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa. The provisions of this Agreement have been independently, separately and freely negotiated by Grantor and Grantee as if drafted by both. The parties waive any statutory or common law presumption that would serve to have this Agreement construed in favor of or against either of them.
- 21. Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of Colorado, excluding any choice of law provisions which would refer the matter to the laws of another jurisdiction.
- 22. Notice of Breach or Default.** An alleged breach or default by Grantee of any obligation hereunder or the failure of Grantee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this Agreement nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Grantor with respect to any alleged breach or default by Grantee hereunder, for a period of at least thirty (30) days after Grantor has given Grantee written notice fully describing the breach or default, and if Grantee does not dispute the breach, then only if Grantee fails to remedy or commence to remedy the breach or default within such period.
- 23. Relationship of Grantor and Grantee.** Grantor and Grantee acknowledge and agree that this Agreement does not create any special relationship between them including, without limitation, that of joint venturers or partners. Nothing in this Agreement shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principle-agent relationship between Grantor and Grantee for any purpose.
- 24. Severability.** If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws applicable to this Agreement, Grantor and Grantee intend that the remainder of this Agreement shall remain in full force and effect so as to fulfill as fully as possible their intent as expressed by the then existing terms of this Agreement, including the invalidated provision.
- 25. Merger of Prior Agreements.** This Agreement contains the sole and entire agreement and understanding of Grantor and Grantee with respect to the Right-of-Way and shall supersede all prior agreements, if any, insofar as they pertain to the Right-of-Way. All prior discussions, negotiations, commitments and understandings relating to the Right-of-Way are merged into this Agreement.
- 26. Counterparts.** This Agreement may be executed in two or more original counterparts, all of which together shall constitute one and the same Agreement.

EXECUTED as of the date of acknowledgement, but this Agreement is effective as of the Effective Date.

GRANTOR:

THE JOLINE D. WEISS MORAN

GRANDCHILDREN TRUST

By: Brent Carlile

Printed Name: Brent Carlile

Title: Trustee

Date: 4/24/13

GRANTEE:

CONOCOPHILLIPS COMPANY

By: Bullh

Printed Name: Brandon Kerr

Title: Attorney-in-Fact

Date: 5/15/13

By: Jodi Dye

Printed Name: Jodi Dye

Title: Trustee

Date: 4/24/13

By: Stacy Mullikin

Printed Name: Stacy Mullikin

Title: trustee

Date: 4/26/13

ACKNOWLEDGMENTS

State of Colorado }
County of Denver }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jodi Dyce, whose name as Trustee of The Joline D. Weiss Moran Grandchildren Trust is signed to the foregoing Surface Use and Compensation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, as authorized agent and with full authority, executed the same voluntarily and as the act of said Trustee.

Given under my hand and official seal, this the 24th day of April, 2013.

Darrel C. Vanhooser

Notary Public

My Commission Expires 9-8-14

**DARREL C VANHOOSER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984001284
MY COMMISSION EXPIRES SEPTEMBER 8, 2014**

State of Colorado }
County of Denver }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brent Carlile, whose name as Trustee of the Joline D. Weiss Moran Grandchildren Trust is signed to the foregoing Surface Use and Compensation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, as authorized agent and with full authority, executed the same voluntarily and as the act of said Trustee.

Given under my hand and official seal, this the 24th day of April, 2013.

Darrel C. Vanhooser

Notary Public

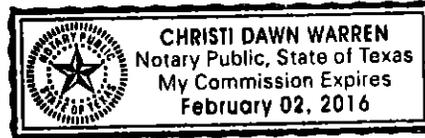
My Commission Expires 9-8-14

**DARREL C VANHOOSER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984001284
MY COMMISSION EXPIRES SEPTEMBER 8, 2014**

State of Texas
County of Dallas

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stacy Mullikin, whose name as Trustee of The Joline D. Weiss Moran Grandchildren Trust is signed to the foregoing Surface Use and Compensation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, as authorized agent and with full authority, executed the same voluntarily and as the act of said Trustee.

Given under my hand and official seal, this the 26th day of April, 2013.
Christi Dawn Warren
Notary Public
My Commission Expires February 02, 2016



State of Colorado
County of Arapahoe

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brandon Kerr, whose name as Attorney In Fact of ConocoPhillips Company is signed to the foregoing Surface Use and Compensation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she, as authorized agent and with full authority, executed the same voluntarily and as the act of said corporation.

Given under my hand and official seal, this the 15th day of May, 2013.
James Austin Barton
Notary Public
My Commission Expires 3-21-17

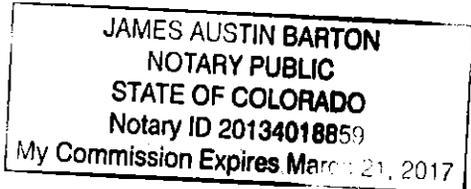
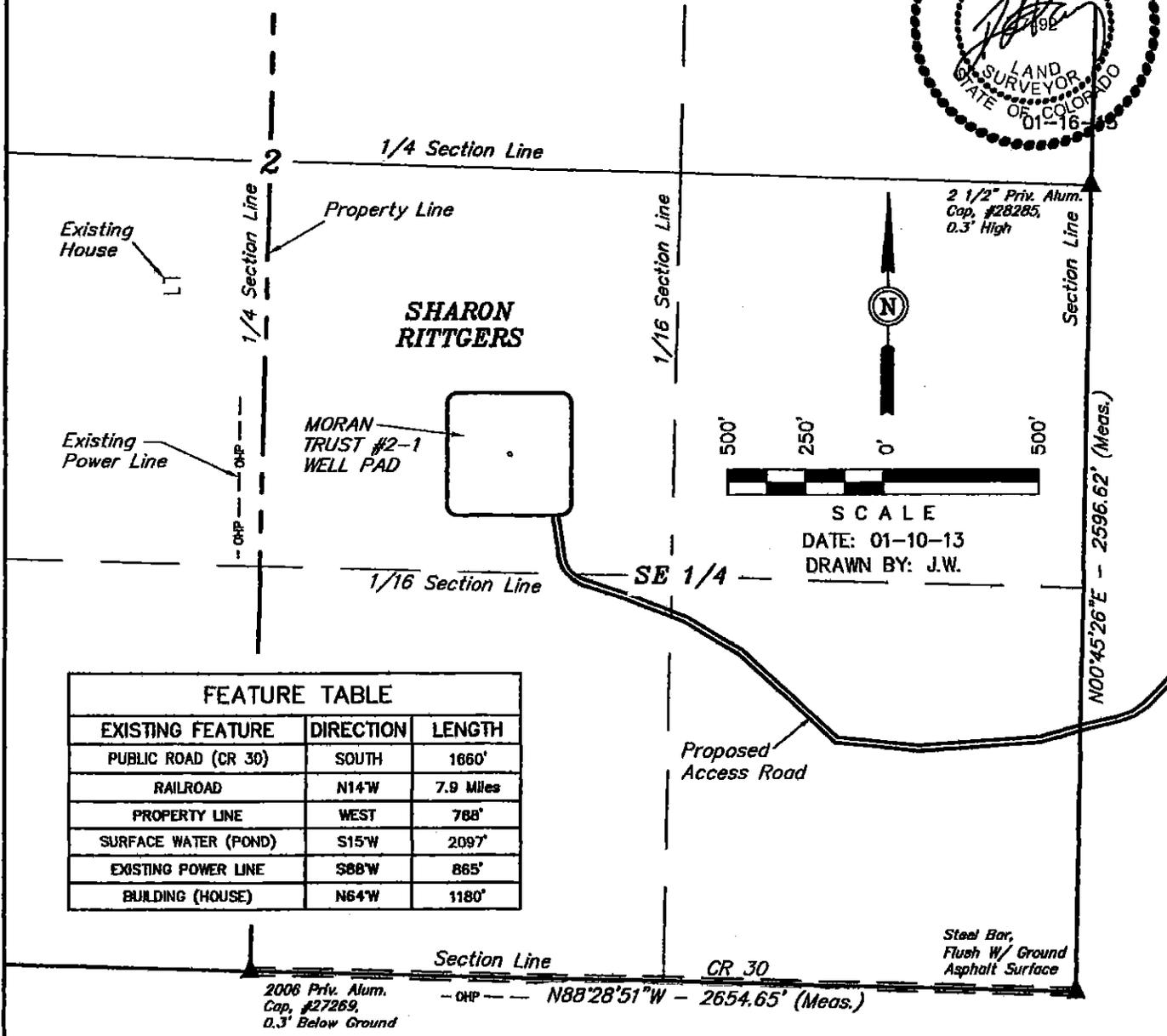


Exhibit "A"

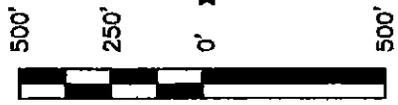
ConocoPhillips Company

FIGURE #4

LOCATION DRAWING FOR
 MORAN TRUST #2-1
 SECTION 2, T5S, R64W, 6th P.M.
 1680' FSL 1853' FEL



FEATURE TABLE		
EXISTING FEATURE	DIRECTION	LENGTH
PUBLIC ROAD (CR 30)	SOUTH	1660'
RAILROAD	N14°W	7.9 Miles
PROPERTY LINE	WEST	788'
SURFACE WATER (POND)	S15°W	2097'
EXISTING POWER LINE	S88°W	865'
BUILDING (HOUSE)	N64°W	1180'



SCALE
 DATE: 01-10-13
 DRAWN BY: J.W.

PLANT COMMUNITY

DISTURBED GRASSLAND

NATIVE GRASSLAND

SHRUB LAND

PLAINS RIPARIAN

MOUNTAIN RIPARIAN

FOREST LAND

WETLANDS AQUATIC

ALPINE

OTHER (Describe): _____

CURRENT LAND USE

CROP LAND: IRRIGATED DRY LAND IMPROVED PASTURE HAY MEADOW CRP

NON-CROP LAND: RANGELAND TIMBER RECREATIONAL OTHER (Describe)

SUBDIVIDED: INDUSTRIAL COMMERCIAL RESIDENTIAL

FUTURE LAND USE

CROP LAND: IRRIGATED DRY LAND IMPROVED PASTURE HAY MEADOW CRP

NON-CROP LAND: RANGELAND TIMBER RECREATIONAL OTHER (Describe)

SUBDIVIDED: INDUSTRIAL COMMERCIAL RESIDENTIAL

UINTAH ENGINEERING & LAND SURVEYING
 85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017