

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is entered into by and between Cheryl L. Kasten, Carlene M. Stroh, and Karen S. Currier ("Owner"), whose address is c/o 511 N. Sholdt Drive, Platteville, CO 80651, the owner of the surface estate described below (the "Property"), and PDC Energy, Inc. ("Company"), whose address is 1775 Sherman Street, Suite 3000, Denver, CO 80203 (individually as a "Party," and together as "the Parties") with respect to the following described lands and well(s):

Legal Location: Township 4 North, Range 67 West, 6th P.M.
Section 13: SW/4
Weld County, Colorado

Well name: **Stroh 13G-203, 13G-323, 13K-243, 13K-303, 13K-223,**
13O-343, 13O-403, 13O-223

RECITALS

WHEREAS, Company desires the right to access the Property and use so much of the surface as is reasonably necessary to explore for and produce oil and gas from the leased premises; and,

WHEREAS, Company and Owner desire to enter into this Agreement as a supplement to, but not in derogation of, Company's leasehold rights, including the right to drill future wells in addition to any well enumerated herein;

NOW THEREFORE, in consideration of cash in-hand, and other good and valuable consideration, including Company's agreement to pay the additional sum of per well prior to the spudding of a well listed above, Company shall have the option to drill up to eight (8) wells, as described above, and the drilling of each well shall be at the sole discretion of Company, as well as the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged:

RELEASE & CONVEYANCE

Except as provided below in Additional Covenants^{3, 4, 8} and claims arising out of pollution or environmental damage (which claims are governed by Additional Covenant 2 below), Owner hereby releases and discharges Company, its agents, employees, contractors and licensees from and against any and all claims by Owner for damages, of whatsoever nature and character, including, but not limited to, diminution in value of the Property, arising from, incident to, or in connection with Company's oil and gas operations ("the Operations") on the Property or lands owned by Owner pooled therewith, so long as such Operations are conducted in accordance with this Agreement.

AND,

Owner hereby grants, demises and conveys to Company such easements and rights-of-way on and across the Property as shown on Exhibits 1-2 attached hereto and incorporated herein by this reference. Company shall have the right to drill and operate wells ("Wells") and any associated access roads, production facilities, waterlines, fittings, tanks, portable pumps, anchors, and Modular Large Volume Temporary Storage Tanks ("MLVTs") in the Oil and Gas Operations Areas ("OGOAs") as depicted on Exhibits 1-2 hereto. Exhibit 1 shows the temporary OGOA as configured during drilling, completion and re-working operations. Exhibit 2 shows the permanent OGOA which shall be reserved for the exclusive use of PDC. The Wells may be directional and horizontal wells that produce from and drain lands other than the Property, provided such lands are validly pooled with all or any portion of the lands included in Company's oil and gas lease covering the Property. The combined permanent and temporary OGOA shall not exceed 10.9 acres and the permanent OGOA shall not exceed 6.2 acres as depicted on Exhibits 1-2.

AND,

Owner grants to Company a subsurface easement in the Property for passage of any portion of the Wells and all appurtenant structures, including, but not limited to, the wellbore, well casing, production tubing and cement provided that the subsurface easement shall be for the purpose of producing minerals under the Property and lands pooled therewith. The subsurface easement hereby granted includes the right to occupy and use the subsurface and the subsurface pore space beneath the Property displaced by the Wells and all appurtenant structures. This subsurface easement shall run with the Property and shall terminate with this Agreement; provided, however, some underground appurtenances, including, but not limited to, the wellbore, well casing, production tubing and cement shall be allowed to remain in place following termination of this Agreement. The subsurface easement shall not include the rights for underground gas storage, sequestration of any substances, third-party gathering lines, or underground disposal of waste.

ADDITIONAL COVENANTS

The Parties agree that the Recitals above are integral to this Agreement and as such are expressly incorporated in these Covenants by reference as if fully set forth herein.

1. Company may exercise its rights hereunder for all purposes convenient for Company to perform the Operations, including the right of unimpeded ingress and egress on the designated rights-of-way to access the OGOA, to install and operate production facilities pipelines and flowlines, and to install other associated equipment and facilities within the OGOA, including, but not limited to, MLVTs, which are temporary structures located in the temporary OGOA on Exhibit 1. Company may assign or delegate to a third party the right to install and operate pipelines in order to connect the Wells to a gas or liquids gathering system. This agreement does not grant the right to install third-party gathering lines or facilities that service lands other than the Property and lands pooled therewith. In the event a third-party gatherer wishes to install a pipeline through the Property, said third-party gatherer shall negotiate separately and directly with Owner regarding the route and compensation to be paid. Company may also assign or delegate to a third party the right to install and dismantle MLVTs. The access easement granted herein shall be non-exclusive and capable of use by Owner, so long as such use does not interfere with or impair the Operations, and with the permission of Company, which permission shall not be unreasonably withheld. The

access easement shall be granted to Company in the form of that attached hereto as Exhibit 3 and incorporated herein by this reference. The access roads shall only be used by Company to access the OGOA on the Property for Company's Operations. The Parties further agree that if Owner's use of the access easement interferes or impairs the Operations, such interference shall be deemed immediate, real and irreparable harm and may require injunctive relief and the Parties further stipulate that money damages will not fully and adequately address the harm.

2. The release and indemnity provisions above, shall not apply to any environmental matters, which shall be governed exclusively by the following:

a. "Environmental Claims" shall mean all claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines, and penalties associated therewith, including but not limited to any claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a claim by a governmental body or other third party.

b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and

c. Company shall protect, indemnify, and hold harmless Owner from any Environmental Claims relating to Company's Operations; provided that Company shall have no obligation to Owner for Environmental Claims relating to Owner's use of the Property. Owner shall fully protect, defend, indemnify and hold harmless Company from any and all Environmental Claims relating to the Property that arise out of the Owner's ownership interests and development of the Property.

3. Company shall promptly repair, or compensate Owner for damage to personal property or to improvements on the Property, such as damage to buildings, fences, gates, culverts and livestock, as well as any other such extraordinary losses or damages caused by Company. Any failure to reach mutual agreement with respect to such repair or compensation shall not, however, be deemed to constitute a breach or abrogation of this Agreement, nor to terminate or diminish the grants, conveyances, rights and obligations contained herein.

4. Company hereby agrees to release, discharge, indemnify and hold Owner harmless from and against any and all third party claims, losses, liability, damages, and causes of action for

personal injury or property damage arising out of Company's Operations, unless, and to the extent that, Owner's negligence causes or contributes to such third party claims.

5. Owner has requested that all consultation be conducted directly with Owner. Accordingly, Owner shall have the responsibility of notifying any affected tenant, lessee or other party who may own or have an interest in any crops or surface improvements which could be affected by the Operations. Owner agrees that all damages claimed by a surface tenant, lessee or other such party resulting from the Operations shall be settled by Owner, and Owner hereby agrees to release, discharge, indemnify and hold Company harmless from and against any such claims.

6. Company agrees to conduct its Operations and to perform all reclamation in accordance with the rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC"), unless a variance is granted by the COGCC upon the request of Owner. Company shall endeavor to keep the OGOA and the pipeline and access easements free of weeds and debris and to control erosion. Top soil shall be stripped and stockpiled to be replaced at the conclusion of Operations. When the Property is reclaimed, stockpiled top soil shall be laid and Company will restore the Property as near as possible to the condition it was in prior to commencement of Company's Operations, unless Owner agrees that any plating material hauled onto OGOA by Company, for construction and soil stability purposes, may be retained in said OGOA areas.

7. Pipeline easements shall be 50 feet in width during construction and 30 feet in width thereafter. The location of easements for pipelines which remove products from the Property and lands pooled therewith, will be subject to owner's consent, which will not be unreasonably withheld. Pipelines shall be buried at least 48 inches below the surface of the Property. No compressors or above ground equipment which is appurtenant to the pipeline shall be located outside of the permanent OGOA. Owner shall have the right to cross pipeline easements with roadways and other utilities; provided that, such crossing is made at an angle of not less than 60 degrees and not more than 90 degrees. Owner shall also have the right to install and maintain easements that are both adjacent to and/or within the pipeline easements for utility lines, including, but not limited to those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however: i) any new underground facilities that travel along a pipeline easement shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline; and iii) any overhead power lines shall be at least twenty (20) feet above the ground. Owner agrees that it will notify each utility company that, except in cases of emergency, Company must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten (10) feet of Company's easement areas. Owner may plant shallow root vegetation in the pipeline easement and may maintain irrigation systems thereon. Owner may also build and maintain unpaved trails along the pipeline easements. Company shall not be liable for damage to the vegetation, irrigation system, or trails as a result of maintenance operations in the pipeline easements.

8. Commencement of the Operations with heavy equipment is estimated to begin in February, 2015. Owner acknowledges that the notice provided by this paragraph shall satisfy all COGCC requirements that Owner be given advance notice by Company of the proposed Operations and Owner hereby waives the right to receive separate notice. Owner acknowledges

receiving from Company a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as a surface owner. Notwithstanding the provisions of this paragraph 8, Company will provide Owner with seven days' notice prior to locating heavy equipment on the Property.

9. Company shall construct its roads and pipelines within the access easements shown on Exhibits 1-2, and otherwise confine its Operations to the OGOA, except in the event of an emergency or for reasonable, incidental, and temporary activities. Company shall be responsible for any physical damage to the Property that may be caused by such emergency or temporary activities. Other than the easements set forth herein, the Property shall not be disturbed by Company. Any depiction of the Operations shown on Exhibits 1-2 are for illustrative purposes only and shall not bind Company with respect to the location or scope of its Operations within the OGOA, however, the size and dimensions of the OGOAs shall remain as depicted on Exhibits 1-2 and the pipeline and road easement shall be substantially represented on the map.

10. Owner acknowledges and agrees that Company has consulted in good faith with Owner as to its proposed Operations, in accordance with COGCC requirements. Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement. The Parties further agree as follows:

(a) Company will provide Owner with the COGCC Form 2A ("Oil and Gas Location Assessment") for the OGOA when submitted to the COGCC, and Company undertakes to ensure that said Form 2A accurately reflects the provisions of this Agreement.

(b) Owner agrees not to object to the Form 2A, so long as it is consistent with this Agreement, and hereby waives any right granted by COGCC Rule 306 to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 ("Application for Permit to Drill").

(c) Owner shall not oppose Company in any COGCC or other governmental proceedings related to Company's Operations, including, but not limited to, permitting, formation of drilling units, well spacing, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Company's position in such proceedings is consistent with this Agreement.

11. Owner expressly acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and shall fully satisfy, the obligation of Company to reasonably accommodate Owner's use of the surface of the Property, existing or future, and Owner expressly waives any statutory or common law claim to the contrary.

12. Owner agrees to include a note on any annexation, subdivision plat, planned unit development or other land use designation for which Owner may apply to put successors or assigns on notice that the Property is subject to this Agreement. Further, Owner agrees that Company may also record this Agreement or a Memorandum of this Agreement, redacted as to any compensation amount. In all other respects, however, the Parties shall hold the provisions of the Agreement in confidence.

13. This Agreement shall permit the installation, operation and dismantling of MLVTs within the OGOA. Such installation, operation and dismantling shall comply with any applicable requirements as set forth by the COGCC. It is hereby agreed to and understood by the Parties that Company's utilization of MLVTs within the OGOA shall be at the discretion of Company. If Company desires to utilize the MLVTs following completion operations of said Wells described in this Agreement, the parties agree to enter into a separate mutually agreeable surface agreement for such expanded use, which agreement shall not be unreasonably withheld.

14. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado, subject to the right of either Party to remove a matter to federal court.

15. Each of the undersigned principals of the Parties represents and warrants that such person has the requisite corporate or legal authority to bind the respective Parties to this Agreement.

16. Company may, at its discretion, change the well name of any well drilled upon the Property in accordance with the rules and regulations of the COGCC. Company may provide Owner with a Sundry Notice regarding any well name change. Once Owner is provided with a Sundry Notice, the well name provision contained herein shall be considered amended in accordance with the revised well name. Any final determination of well names may be found at the records of the COGCC.

17. Concerning any matter relating to the Operations, Owner may contact:

Company: PDC Energy, Inc.
Person to Contact: Josh Wagner
Address: 1775 Sherman Street, Suite 3000
Denver, CO 80203
Phone Number: 303-860-5800
Fax: 303-860-5838
Email Address: Josh.Wagner@pdce.com

Toll Free 24-Hour Emergency Phone Number: 1-877-350-0169

18. This Agreement shall extend to, bind and inure to the benefit of, Owner and Company, and their respective heirs, personal representatives, successors and assigns. The rights and obligations contained herein shall constitute covenants running with the Property.

19. This Agreement and the associated easements shall become effective upon execution, which may be by counterparts, each of which shall constitute one and the same document, and shall remain in full force and effect until Company's leasehold estate expires or is terminated, and Company has plugged and abandoned the Wells and conducted reclamation in accordance with applicable COGCC rules and regulations, except that any release, discharge or

indemnity from and against liability contained herein shall survive the expiration of this Agreement. An electronic copy of a Party's original signature shall be considered valid, binding and enforceable.

20. This Agreement sets forth the entire understanding among the Parties hereto regarding the matters addressed herein and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement shall not be amended, except by written document signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 17 day of February, 2015.

OWNER:

Cheryl L. Kastan
Cheryl L. Kastan

OWNER:

Carlene M. Stroh
Carlene M. Stroh

OWNER:

Karen S. Currier
Karen S. Currier

COMPANY:

PDC Energy, Inc.

[Signature]
By: O.F. Baldwin II
Vice President Land

ACKNOWLEDGEMENTS

STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing Surface Use Agreement was acknowledged before me this 17th day of February, 2015, by Cheryl L. Kasten.

Witness my hand and official seal.

C. Mac Neumann
Notary Public

C. MAC NEUMANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 19904003933
MY COMMISSION EXPIRES MAY 2, 2018

My commission expires: May 2, 2018
STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing Surface Use Agreement was acknowledged before me this 17th day of February, 2015, by Carlene M. Stroh.

Witness my hand and official seal.

C. Mac Neumann
Notary Public

C. MAC NEUMANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 19904003933
MY COMMISSION EXPIRES MAY 2, 2018

My commission expires: May 2, 2018
STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing Surface Use Agreement was acknowledged before me this 17th day of February, 2015, by Karen S. Currier.

Witness my hand and official seal.

C. Mac Neumann
Notary Public

C. MAC NEUMANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 19904003933
MY COMMISSION EXPIRES MAY 2, 2018

My commission expires: May 2, 2018

STATE OF Colorado)
City) ss.
COUNTY OF Denver)

The foregoing Surface Use Agreement was acknowledged before me this 2nd day of March, 2015, by O. F. Baldwin II as Vice President of Land of PDC Energy, Inc., a Nevada corporation.

~~Witness my hand and~~ official seal.
TRACE OWENS-PART
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054039521
My Commission Expires Mar. 5, 2018

Trace Owens-Part
Notary Public

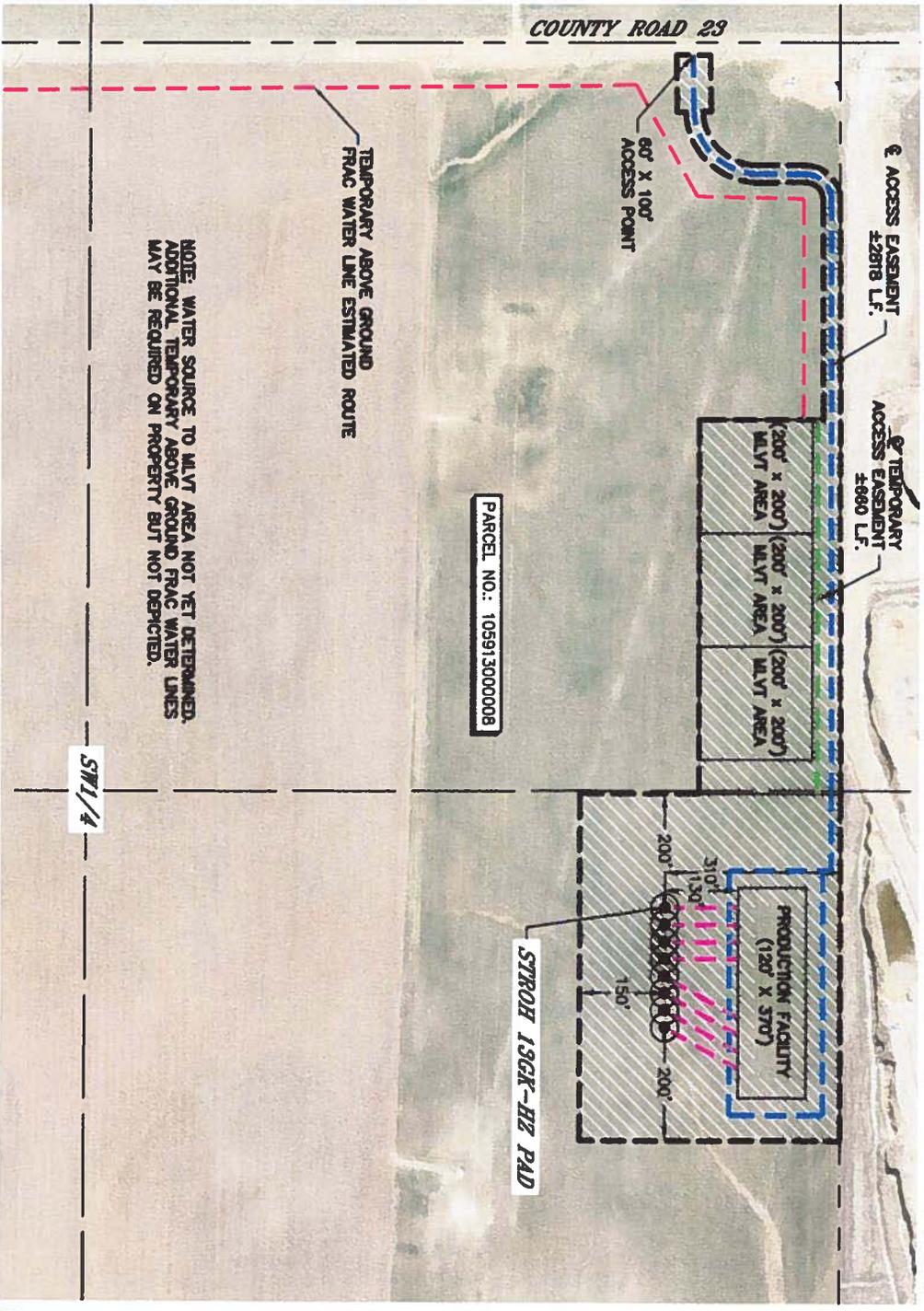
My commission expires: 3/5/2018

EXHIBIT "1" Page 1 of 1

This Exhibit "1" is attached to and made a part of that certain Surface Use Agreement by and between Cheryl L. Kasten, Carlene M. Stroh and Karen S. Currier, Owners, and PDC Energy, Inc., Company. Covering the following lands:

Township 4 North, Range 67 West, 6th P.M.
 Section 13: SW1/4
 Weld County, Colorado

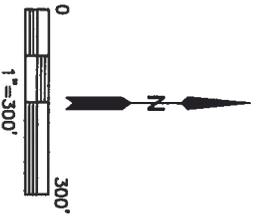
OWNER: Cheryl L. Kasten DATE: 2-17-15
 Cheryl L. Kasten
 OWNER: Carlene M. Stroh DATE: 2/17/15
 Carlene M. Stroh
 OWNER: Karen S. Currier DATE: 2/17/15
 Karen S. Currier



NOTE: WATER SOURCE TO MLVT AREA NOT YET DETERMINED. ADDITIONAL TEMPORARY ABOVE GROUND FRAC WATER LINES MAY BE REQUIRED ON PROPERTY BUT NOT DEPICTED.

LEGEND

- OIL AND GAS OPERATIONS AREA ("OGOA") = 10.9 ACRES
- APPROXIMATE FLOWLINE LOCATIONS
- APPROXIMATE ACCESS EASEMENT
- APPROXIMATE TEMPORARY ACCESS EASEMENT
- APPROXIMATE TEMPORARY WATER LINE



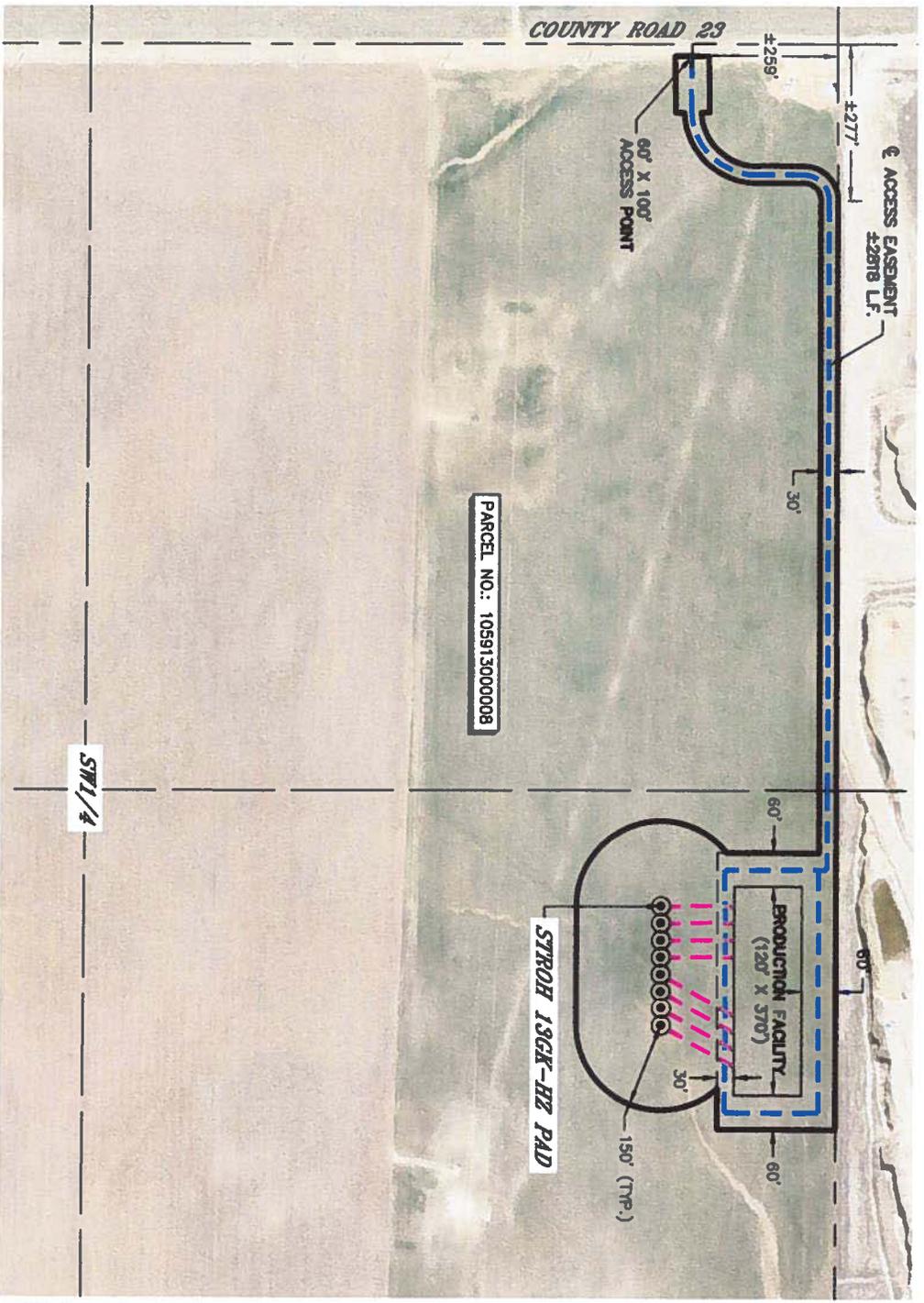
DATE: 2/18/2015
 PROJECT#: 2013156

EXHIBIT "2" Page 1 of 2

This Exhibit "2" is attached to and made a part of that certain Surface Use Agreement by and between Cheryl L. Kasten, Carlene M. Stroh and Karen S. Currier, Owners, and PDC Energy, Inc., Company. Covering the following lands:

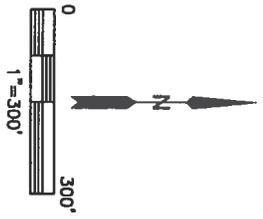
Township 4 North, Range 67 West, 6th P.M.
 Section 13: SW1/4
 Weld County, Colorado

OWNER: Cheryl L. Kasten DATE: 2-17-15
 Cheryl L. Kasten
 OWNER: Carlene M. Stroh DATE: 2-17-2015
 Carlene M. Stroh
 OWNER: Karen S. Currier DATE: 2-17-2015
 Karen S. Currier



LEGEND

- PERMANENT DISTURBANCE = 6.2 ACRES
- APPROXIMATE FLOWLINE LOCATIONS
- APPROXIMATE ACCESS EASEMENT



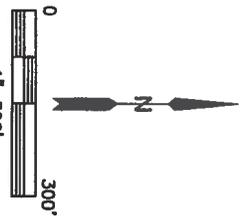
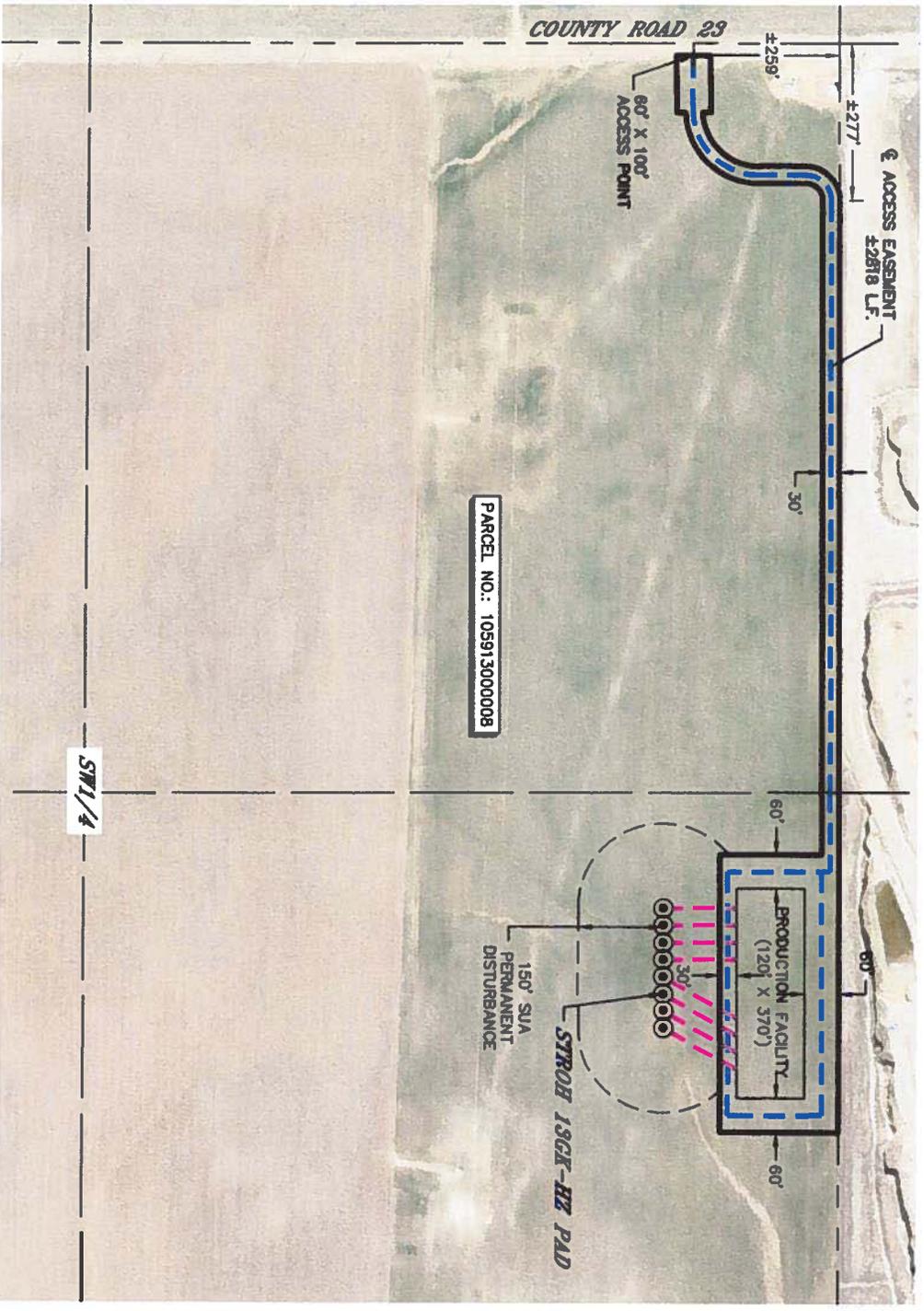
DATE: 2/18/2015
 PROJECT#: 2013156

EXHIBIT "2" Page 2 of 2

This Exhibit "2" is attached to and made a part of that certain Surface Use Agreement by and between Cheryl L. Kasten, Carlene M. Stroh and Karen S. Currier, Owners, and PDC Energy, Inc., Company. Covering the following lands:

Township 4 North, Range 67 West, 6th P.M.
 Section 13: SW1/4
 Weld County, Colorado

OWNER: Cheryl L. Kasten DATE: 2-17-15
 Cheryl L. Kasten
 OWNER: Carlene M. Stroh DATE: 2/17/15
 Carlene M. Stroh
 OWNER: Karen S. Currier DATE: 2/17/15
 Karen S. Currier



LEGEND

	PERMANENT ACCESS DISTURBANCE = 3.2 ACRES
	APPROXIMATE FLOWLINE LOCATIONS
	APPROXIMATE ACCESS EASEMENT



DATE: 2/18/2015
 PROJECT#: 2013156

*Carlene M. Stroh 2/17/15
Cheryl R. Kasten 2-17-15
Karen S. Currier 2/17/15*

Exhibit 3

Attached to and made a part of that certain Surface Use Agreement dated 4/1/2015 by and between Cheryl L. Kasten, Carlene M. Stroh, and Karen S. Currier ("Owner") and PDC Energy, Inc. ("Company")

ROAD RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS ROAD RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") is entered into by and between Cheryl L. Kasten, Carlene M. Stroh, and Karen S. Currier ("Owner"), whose address is c/o 511 Sholdt Drive, Plateville, CO 80651, the owner of the surface estate in the SW/4 of Section 13, Township 4 North, Range 67 West, 6th P.M., Weld County, Colorado (the "Property"), PDC Energy, Inc. ("Company"), whose address is 1775 Sherman Street, Suite 3000, Denver, Colorado 80203 (individually, a "party," together, "the parties").

WHEREAS, Company intends to drill and access wells and associated production equipment on the Property more fully described on Exhibit A; and

WHEREAS, Company desires to construct and maintain a road over, across and through a portion of the Property to access the oil and gas operations area as depicted on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Company and Owner desire to enter into this Agreement in order to specify the route of the road in order to accommodate the Owner's rights by minimizing intrusion upon and damage to the surface of the Property;

NOW THEREFORE; in consideration of \$10.00 cash in-hand and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the mutual promises and covenants contained herein:

1. **GRANT OF EASEMENT.** Subject to the conditions and terms of this Agreement, Owner hereby grants unto Company, its successors and assigns, the right, privilege and authority for a Non-Exclusive Right-of-Way Easement for the installation, construction, operation, repair, replacement, reconstruction, removal and maintenance of an access road across, over, and through the Property as described and depicted on Exhibit A ("Easement") for the purpose of accessing the oil and gas operations area located in the SW/4 of Section 13, Township 4 North, Range 67 West, Weld County, Colorado. It is agreed that the Easement herein granted to Company is access to all activities growing out of, incident to, or in connection with the reasonable and customary performance in the drilling, completing, operating and producing of the wells (collectively "Oil and Gas Operations"). The Easement shall be thirty feet (30') wide during construction of the road and shall continue as a permanent width of thirty feet (30') after construction.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Company's leasehold estate expires or is terminated and for the duration of the Oil and Gas Operations or until such time that Company is given written notice by Owner of its intentions to move the Easement and said Agreement is amended as provided below ("Easement Term").

3. **RESERVATION OF RIGHTS.** The Owner reserves the right to use and occupy said premises for any purpose consistent with the rights and privileges herein granted, and which will not interfere with or endanger any of the facilities therein, or use thereof. Such reservation by the Owner shall in no event include the right to erect or cause to be erected any buildings or structures, to impound any water, or to plant any trees or shrubs upon the Easement, however, the Owner may construct fences along the perimeter of the Easement in connection with its existing use of the Easement.

4. **IMPROVEMENT AND MAINTENANCE.** Company shall endeavor during Easement Term to keep Easement free of weeds and debris and to control erosion thereon and to maintain Easement in such a manner that is necessary and customary to accommodate the Oil and Gas Operations.

5. **USE.** Notwithstanding anything to the contrary contained herein, the Company shall limit use of the Easement to its agents, contractors, employees, subcontractors, and vendors who are engaged in the Oil and Gas Operations on the Property. Company shall not, except under emergency response circumstances, access or use any other part of the Property for the Oil and Gas Operations provided for herein.

ADDITIONAL PROVISIONS

A. **DAMAGES.** Company shall compensate Owner for damage to personal property or to improvements on the Property, such as damage to buildings, fences, gates, culverts and livestock, growing crops and for other such extraordinary losses or physical damages caused by Company. Company agrees to promptly compensate Owner for such extraordinary losses and physical damages.

B. **INDEMNIFICATION.** Company hereby agrees to indemnify and hold Owner harmless from and against any and all third party claims, losses, liability, damages, and causes of action for personal injury or property damage arising out of Company's Oil and Gas Operations on said Easement, unless, and to the extent that, Owner's negligence causes or contributes to such third party claims.

C. **COMPLIANCE WITH APPLICABLE LAWS.** Company agrees to perform all operations and reclamation in accordance with the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC") and any applicable local, state and federal agencies ("Government Agencies"), unless a variance therefrom is granted by the COGCC and/or Government Agencies upon the request of Owner.

D. **CONSTRUCTION NOTICE.** Company will provide Owner notice by mail, phone call or personal visit prior to commencing operations on the Property with heavy equipment. Company agrees to use its best efforts to minimize disruption of Owner's Property and to prosecute all work as diligently as possible to completion following its commencement. Owner acknowledges receiving from Company a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as the surface owner of the Property.

E. **DRAFTING OF AGREEMENT.** In construing this Agreement, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement than the other party. All exhibits attached hereto are incorporated herein by reference.

F. **GOVERNING LAW.** This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado.

G. **AUTHORITY TO EXECUTE.** Each of the undersigned principals of the parties represents and warrants that such person has the requisite corporate or legal authority to bind the respective parties to this Agreement.

H. **SUCCESSORS AND ASSIGNS.** This Agreement shall extend to and bind Owner and Company, and their respective heirs, personal representatives, successors and assigns.

I. **NOTICE.** Concerning any matter relating to the operations, Owner may contact:

Company: PDC Energy, Inc.
Person to Contact: Josh Wagner
Address: 1775 Sherman Street, Suite 3000
Denver, Colorado 80203
Phone Number: (303) 860-5800
Fax: (303) 860-5838

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day
of _____, 2015.

OWNER:

By: _____
Cheryl L. Kasten

COMPANY:

PDC ENERGY, INC.

By: _____
Carlene M. Stroh
By: O.F. Baldwin II
Title: Vice President Land

By: _____
Karen S. Currrier

ACKNOWLEDGEMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Road Right-of-Way and Easement Agreement was acknowledged before me this ____ day of _____, 2015, by Cheryl L. Kasten.

Witness my hand and official seal.

Notary Public

My commission expires: _____
STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Road Right-of-Way and Easement Agreement was acknowledged before me this ____ day of _____, 2015, by Carlene M. Stroh.

Witness my hand and official seal.

Notary Public

My commission expires: _____
STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Road Right-of-Way and Easement Agreement was acknowledged before me this ____ day of _____, 2015, by Karen S. Currier.

Witness my hand and official seal.

Notary Public

My commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Road Right-of-Way and Easement Agreement was acknowledged before me this _____ day of _____, 2015, by O. F. Baldwin II as Vice President of Land of PDC Energy, Inc., a Nevada corporation.

Witness my hand and official seal.

Notary Public

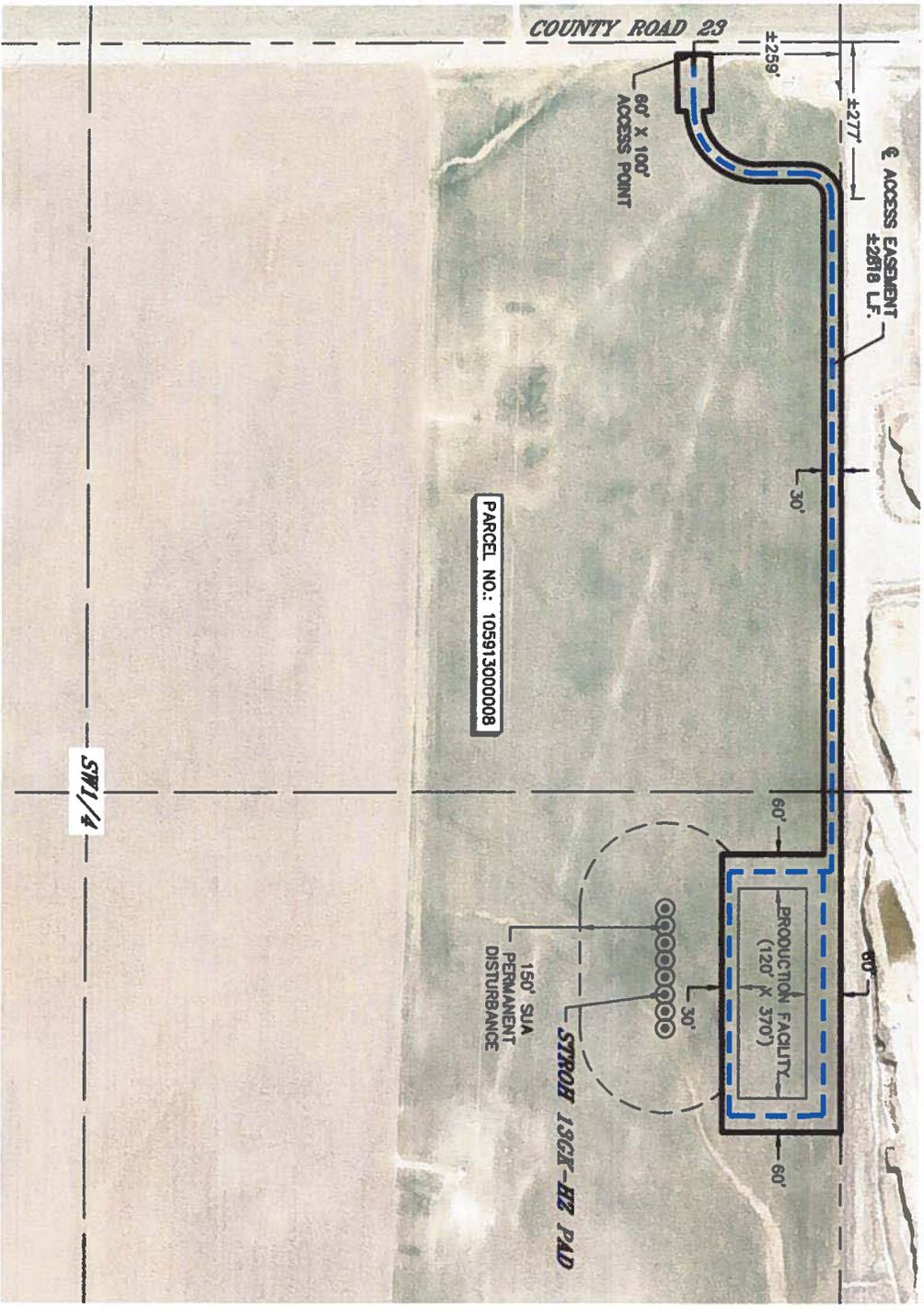
My commission expires: _____

EXHIBIT "A" Page 1 of 1

This Exhibit "A" is attached to and made a part of that certain Road Right-of-Way and Easement Agreement by and between Cheryl L. Kasten, Carlene M. Stroh and Karen S. Currier, Owners, and PDC Energy, Inc., Company. Covering the following lands:

Township 4 North, Range 67 West, 6th P.M.
 Section 13: SW1/4
 Weld County, Colorado

OWNER: Cheryl L. Kasten DATE: 2-17-15
 Cheryl L. Kasten
 OWNER: Carlene M. Stroh DATE: 2/19/2015
 Carlene M. Stroh
 OWNER: Karen S. Currier DATE: 2/17/15
 Karen S. Currier



LEGEND

- PERMANENT ACCESS DISTURBANCE = 3.2 ACRES
- APPROXIMATE ACCESS EASEMENT



DATE: 2/13/2015
 PROJECT#: 2013156