

STATE OF COLORADO §
 §
COUNTY OF MESA §

**MEMORANDUM OF SURFACE USE, ACCESS AND RIGHT-OF-WAY
AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS that effective April 30, 2015 (“Effective Date”), Eric T. Bruton, Box 316, Mesa, Colorado 81643, (“Owner”) entered into a Surface Use, Access and Right-Of-Way Agreement (“Agreement”), with Piceance Energy, LLC, 1512 Larimer Street, Suite 1000, Denver, Colorado 80202, (“Piceance”), successor in interest to Laramie Energy II, LLC, covering the following described lands in Mesa County, Colorado (“Owner’s Lands”):

Township 9 South, Range 93 West, 6th P.M.
Section 19: Lot 4 (41.08), SENW, E/2SW, SE
Section 29: W/2W/2, SESW
Section 30: Lots 1 (41.14), 2 (41.33), 3 (41.61), E/2W/2, E/2
Section 31: N/2NE, NENW
Section 32: N/2NW

Mesa County, Colorado

NOW THEREFORE, for good and valuable consideration, notice is hereby given that Owner has agreed, and, to the extent necessary, does hereby agree, that Piceance, its affiliates, successors or assigns, shall have the right to use and access the surface of the Owner’s Lands to conduct activities associated with the drilling, construction, completion, reworking, re-entry, production, maintenance and operation of future and existing oil and gas wells located on Owner’s Lands, including, but not limited to, construction, installation and maintenance of production equipment and facilities such as flowlines, gas pipelines, water lines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom. Further, notice is hereby given that Owner has also granted, bargained and conveyed, and, to the extent necessary, does hereby grant, bargain and convey, to Piceance, its affiliates, successors or assigns, a non-exclusive easement and right-of-way to construct, maintain, and remove the existing and proposed access roads as set out in the Agreement, for ingress and egress across the Owner’s Lands to wellpads located both on and off the Owner’s Lands, and to lay, construct, maintain, operate, repair, replace, and remove pipelines, for the transportation of oil, gas, water and produced water, on, over, under, through and across the Owner’s Lands.

Said Agreement contains all required provisions and agreements covering Piceance's use of the surface of Owner's Lands for activities associated with the drilling, construction, completion, reworking, re-entry, production, maintenance and operation of future and existing oil and gas wells located on Owner's Lands.

This Memorandum of Surface Use, Access and Right-of-Way Agreement is intended to give public notice of the Agreement by and between Owner and Piceance and may be relied upon by all parties.

Execution of the Agreement specifically waives the thirty (30) day notice requirement contained in Rule 305 and further satisfies the consultation requirement contained in Rule 306 of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission with respect to any and all wells drilled from the Well Pads on the Owner's Lands.

IN WITNESS WHEREOF, Owner and Piceance have caused this Agreement to be executed as of the date first hereinabove written.

OWNER



Eric T. Bruton, an individual

PICEANCE ENERGY, LLC



By: James G. Hohenstein, Vice President-Land

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Eric T. Bruton.

My commission expires: _____

Barbara A. Himmman
Notary Public



STATE OF COLORADO)
) ss.
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of April, 2015 by James G. Hohenstein as Vice President – Land of Piceance Energy, LLC, on behalf of said company.

My commission expires: 10/12/2016

Mary Anne Warner
Notary Public

