

SURFACE USE AGREEMENT

This Surface Use Agreement (“Agreement”) is entered into and made effective this 15th day of January, 2009 (“Effective Date”) by and between Battlement Mesa Partners, LLC a Colorado limited liability company d/b/a Battlement Mesa Company, and Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, , Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC, whose address is 73 G Sippelle Drive, Battlement Mesa Colorado 81635 hereinafter, collectively, called “Owner”, Exxon Mobil Corporation hereinafter called “ExxonMobil”, and Antero Resources Piceance Corporation, 1625 Seventeenth Street, Suite 300, Denver, Colorado 80202, hereinafter called “Operator.” Owner and Operator may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Owner owns portions of the surface of a tract of land described in the attached Exhibit A located in Garfield County, Colorado, identified as a part of Battlement Mesa PUD, hereinafter referred to as the “Property” and currently is in the process of developing the same for residential and commercial uses;

WHEREAS, the Property is subject to a surface use agreement with predecessor of ExxonMobil dated December 12, 1989 (“BMP-ExxonMobil SUA”) which agreement reserved to ExxonMobil the right to use portions of the Property to develop its mineral interest underlying the Property;

WHEREAS, Operator holds valid and subsisting oil and gas leasehold rights underlying portions of the Property from both ExxonMobil, Owner and other parties, and, as such has the right to reasonable use of the surface of the Property to explore for, develop, and produce certain of the oil, gas and other hydrocarbons (“Oil and Gas”) that underlie the Property; and,

WHEREAS, the Parties desire to enter into this Agreement to supersede in part the BMP-ExxonMobil SUA and to set forth their understanding of the rights and obligations of the Parties concerning operations on and development of the Property and to provide for

the coexistence and joint development of the surface estate and the Oil and Gas estate and to delineate the process through which the two estates will be developed; and

WHEREAS, it is the intent of the Parties that all of the existing owners of the surface of the Property be included in this Agreement, and for that purpose and to the best of the Owners' knowledge, all of the entities related to Battlement Mesa Partners LLC that have an ownership interest in the surface estate in the Property are listed in the first attestation paragraph above. To the extent it is later determined that entities that have an ownership interest in the Property and that are related to Battlement Mesa Partners LLC are not parties to this agreement, Owner shall cause those omitted entities to ratify and endorse this Agreement when they are subsequently identified;



1. Grant of Easement. Owner hereby grants to Operator a right-of-way and easement on, over, through, under and across the Property 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 Property 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 Property, 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, pigging facilities, tanks, water discharge, and any other actions deemed necessary by Operator for its operations. Operator shall provide, within ninety (90) days of the execution of this Agreement, legal descriptions of the pipeline easements granted herein as well as envelopes for Wellsite Locations and their access roads. These legal descriptions are to be provided by Schmueser, Gordon, Meyer, or an engineering firm selected by the agreement of Owner and Operator.
2. Conformance with Exhibit B. Operator shall locate and stake the proposed placement of all Wellsite Locations, all access roads, and all gas-gathering lines, as depicted on Exhibit B for inspection by Owner at least 15 calendar days prior to any construction operations for such proposed surface activity. Owner may inspect the staked locations and their boundaries to determine whether they conform to the locations as depicted on Exhibit B. Within 5 calendar days of having been notified of such staking, Owner may object to the staked locations and their boundaries on the grounds that they do not conform to the locations as depicted on Exhibit B. If Owner objects, Operator shall either re-stake the locations if it does not actually conform to the survey, or confirm that it does actually conform with to the locations as depicted on Exhibit B. If Owner does not object within 5 calendar days after having received the initial notice, then it will be deemed to have waived any objection to the staked locations.
3. Wellsite Locations. Exhibit B depicts locations of the planned well sites and central water handling and treatment facilities ("Wellsite Locations") to be used by the

**Surface Use Agreement
Dated January 15, 2009
Antero – BMP – ExxonMobil**

Pages 3 – 13 REDACTED

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

OWNER: Battlement Mesa Partners, LLC

OWNERS:

Battlement Mesa Land Investments, LLC
Battlement Mesa Land Investments Parcel 1 LLC
Battlement Mesa Land Investments Parcel 2 LLC
Battlement Mesa Land Investments Parcel 3 LLC
Battlement Mesa Land Investments Parcel 6 LLC
Battlement Mesa Land Investments Parcel 7 LLC
Battlement Mesa Land Investments Parcel OHS LLC
Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC
Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC
Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC
Battlement Mesa Land Investments Parcel Fairways LLC
Green Head Investments 1 LLC
Burning Rock B2L2 LLC
MCV2 Church Site LLC
Battlement Mesa Golf Course, LLC
Saddleback Village Convenience Center, LLC
Willow Park Apartments LLC
Battlement Mesa Land Investments Parcel 1-A, LLC
Paradise Valley Minerals LLC
Battlement Mesa Land Investments Town Center 1 LLC
Battlement Mesa Land Investments Town Center 2 LLC
Battlement Mesa Land Investments Town Center 3 LLC
Battlement Mesa Plaza Town Center, LLC
Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC
Battlement Mesa Land Investments OES LLC
Battlement Mesa RV Park LLC
Battlement Mesa RV Storage LLC
Battlement Mesa Office I LLC
Modular Homes LLC
Tamarisk Village Pads, LLC
Willow Ridge at Battlement Mesa LLC

Battlement Mesa Parcel 5 LLC
Battlement Mesa Lot Holdings LLC

Battlement Mesa Partners LLC

Name:
Title:


Eric Schmela
Authorized Agent

3-2-09

OPERATOR: Antero Resources Piceance Corporation

Name: Brian A. Kuhn
Title: Vice President

EXXON MOBIL CORPORATION:
Name: John C. Rothwell
Title: Agent and Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF COLORADO §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on this 21st day of March, 2009, by Eric Schmela, Authorized Agent for Battlement Mesa Partners, LLC a Colorado limited liability company d/b/a Battlement Mesa Company, and Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, , Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC, on behalf of said entities.

My Commission Expires:

Shelley K. Leo
Notary Public, State of Colorado

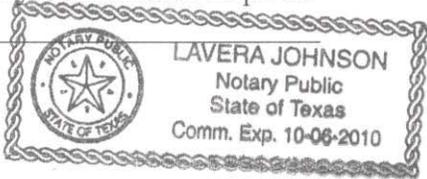


My Commission Expires 09/21/2012

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 17 day of March, 2009, by John C. Rothwell, Agent and Attorney-in-fact for EXXON MOBIL CORPORATION, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:



Lavera Johnson
Notary Public, State of Texas

STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on this 14th day of April, 2009, by Brian A. Kuhn, Vice President, for ANTERO RESOURCES PICEANCE CORPORATION, on behalf of said corporation.

My Commission Expires:
8/3/11

Kelly Huffman
Notary Public, State of Colorado

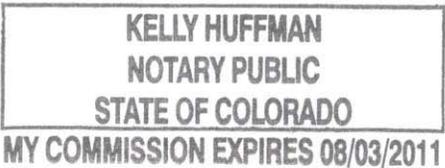


Exhibit A

Description of Battlement Mesa PUD

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in Sections 5, 6, 7, 8, 9, 10, 16, 17, 18, and 19, Township 7 South, Range 95 West and Sections 13 and 24, Township 7 South, Range 96 West, of the Sixth Principal Meridian, County of Garfield, State of Colorado, more particularly described as follows:

Beginning at the East 1/4 Corner of Section 5, Township 7 South, Range 95 West;
Thence along the East line of Section 5 South 00°15'43" West a distance of 1628.34 feet, to the Southeast Corner of the N1/2 NE1/4 SE1/4 SE1/4 of said Section 5;
Thence along the South line of the N1/2 NE1/4 SE1/4 SE1/4 North 87°19'30" West a distance of 664.56 feet, to the Southwest Corner of said N1/2 NE1/4 SE1/4 SE1/4;
Thence along the West line of the N1/2 NE1/4 SE1/4 SE1/4 of Section 5, North 00°23'16" East a distance of 324.34 feet to the Northwest Corner of said NE1/4 SE1/4 SE1/4;
Thence along the North line of the SE1/4 SE1/4 of said Section 5, North 87°26'14" West a distance of 663.79 feet, to the Northwest Corner of said SE1/4 SE1/4;
Thence along the West line of SE1/4 SE1/4 of said Section 5, South 00°30'52" West a distance of 1292.05 feet to the Southwest Corner of said SE1/4 SE1/4;
Thence along the South line of said Section 5, South 86°59'25" East a distance of 1333.74 feet to the Southeast Corner of said Section 5;
Thence along the North line of Section 9, Township 7 South, Range 95 West, South 67°59'43" East a distance of 1326.37 feet, to the Northeast Corner of the NW1/4 NW1/4 of said Section 9;
Thence along the East line of the NW1/4 NW1/4 of said Section 9, South 01°02'28" West a distance of 1301.45 feet to the Southeast Corner of said NW1/4 NW1/4;
Thence along the North line of the SE1/4 NW1/4 of said Section 9, South 88°02'23" East a distance of 1324.35 feet to the Northeast Corner of said SE1/4 NW1/4;
Thence along the North line of the SW1/4 NE1/4 of said Section 9, South 88°15'51" East a distance of 1275.60 feet, to the Northeast Corner of said SW1/4 NE1/4;
Thence along the West line of the NE1/4 NE1/4 of said Section 9, North 01°04'15" East a distance of 1311.84 feet to the Northwest Corner of said NE1/4 NE1/4;
Thence along the North line of said Section 9, South

Thence along the South line of the NE1/4 SE1/4 of said Section 18, North 88°26'07" West a distance of 989.84 feet to the Southwest Corner of said NE1/4 SE1/4;
 Thence along the East line of the SW1/4 SE1/4 of said Section 18, South 00°55'21" West a distance of 1320.46 feet to the Southeast Corner of said SW1/4 SE1/4;
 Thence along the East line of the W1/2 NE1/4 of Section 19, Township 7 South, Range 95 West, South 01°06'34" West a distance of 2642.08 feet to the Southeast Corner of said W1/2 NE1/4;
 Thence along the South line of the NE1/4 of Section 19, North 88°41'12" West a distance of 1129.89 feet to the Southwest Corner of said NE1/4;
 Thence continuing Westerly along the South line of the NW1/4 of said Section 19, North 88°41'12" West 2570.38 feet to the Southwest Corner of said NW1/4 of Section 19;
 Thence continuing Westerly along the South line of the NE1/4 of Section 24, Township 7 South, Range 96 West, North 89°32'43" West a distance of 2673.12 feet to the Southwest Corner of said NE1/4;
 Thence along the West line of said NE1/4, North 00°23'55" West 1023.06 feet;
 Thence North 01°25'42" East 229.68 feet;
 Thence North 66°11'04" West 236.83 feet;
 Thence North 34°29'42" East 1613.03 feet;
 Thence North 88°52'30" West 202.82 feet;
 Thence North 00°00'00" East 461.13 feet;
 Thence North 81°10'00" West 955.94 feet to the centerline of the Colorado River;
 Thence along said center the following courses and distances;

North 26°28'25" East 232.98 feet;
 North 30°21'25" East 206.15 feet;
 North 35°25'25" East 644.58 feet;
 North 29°17'25" East 829.38 feet;
 North 40°24'25" East 99.86 feet;
 North 36°27'25" East 150.05 feet;
 North 34°54'25" East 163.27 feet;
 North 31°12'21" East 266.75 feet;
 North 50°36'25" East 686.79 feet;
 North 72°23'50" East 390.96 feet;
 North 76°17'12" East 151.22 feet;
 North 77°41'27" East 463.54 feet;
 North 79°53'07" East 281.99 feet;
 North 79°01'50" East 87.91 feet;
 North 62°57'39" East 257.89 feet;
 North 27°17'27" East 312.44 feet;
 North 40°46'59" East 126.43 feet;
 North 24°17'40" East 197.27 feet;

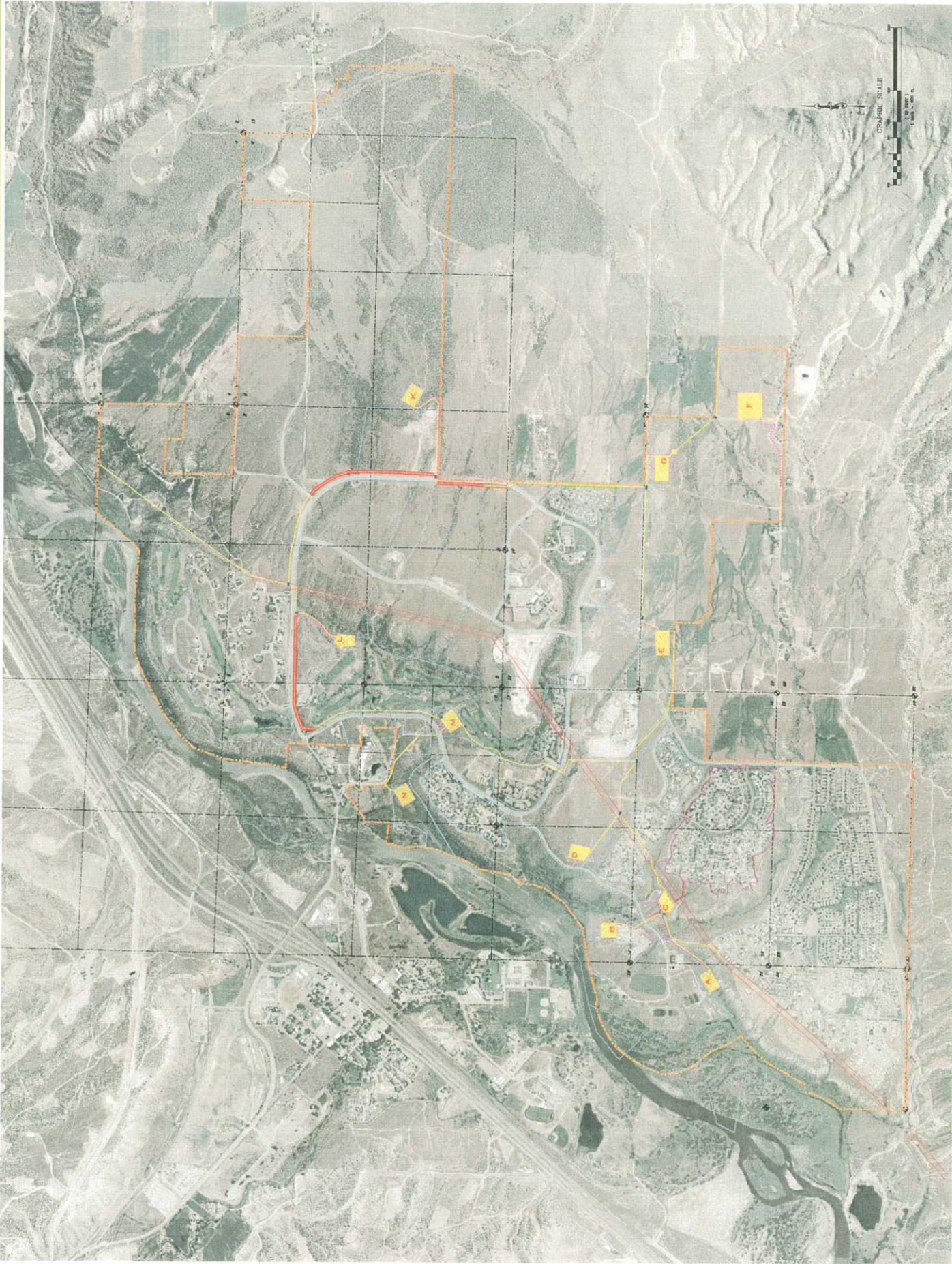
North 32°26'39" East 124.13 feet;
 North 60°01'18" East 109.42 feet;
 North 74°02'49" East 226.07 feet;
 North 78°19'08" East 154.17 feet;
 North 53°40'20" East 444.46 feet;
 North 35°52'21" East 149.32 feet;
 North 26°41'02" East 150.34 feet;
 North 14°13'25" East 511.69 feet;
 North 24°54'48" East 241.07 feet;
 North 14°40'02" East 996.76 feet;
 North 04°23'25" West 274.60 feet;
 North 08°35'04" East 215.19 feet;
 North 10°08'11" East 79.88 feet;
 North 32°27'48" East 71.69 feet;

Thence leaving said Colorado River centerline South
 81°08'11" East 526.15 feet;
 Thence North 01°04'10" East a distance of 485.22 feet;
 Thence South 88°24'36" East a distance of 83.00 feet;
 Thence North 53°18'25" East a distance of 635.50 feet to
 the southerly Right-Of-Way of the existing County
 Road;
 Thence along said Right-Of-Way South 43°14'11" East a
 distance of 55.74 feet;
 Thence continuing along said Right-Of-Way South 34°04'07"
 East 107.02 feet;
 Thence continuing along said Right-Of-Way South 15°35'44"
 East 66.56 feet;
 Thence North 72°19'16" West a distance of 13.56 feet;
 Thence South 79°47'18" West a distance of 24.89 feet;
 Thence South 37°23'26" West a distance of 100.52 feet;
 Thence South 06°07'27" West a distance of 83.52 feet;
 Thence North 88°48'43" East a distance of 85.28 feet to
 the westerly Right-Of-Way of the existing County
 Road;
 Thence along said Right-Of-Way the following courses and
 distances: South 10°11'10" East a distance of 50.84
 feet;
 Thence 244.26 feet along the arc of a curve to the left
 having a radius of 1611.94 feet, the chord of said
 curve bears South 02°50'01" East a distance of 244.03
 feet;
 Thence 131.22 feet along the arc of a curve to the left
 having a radius of 270.10 feet the chord of said
 curve bears South 42°18'20" East 310.85 feet;
 Thence South 77°25'36" East a distance of 249.91 feet;
 Thence South 82°00'16" East 142.25 feet;
 Thence leaving said County Road Right-Of-Way North
 13°52'58" East a distance of 60.00 feet;
 Thence South 76°07'01" East a distance of 196.00 feet;

Exhibit B

Map Depicting General Location of
Wellsite Locations, Access Roads and Pipeline Easements

(Plat follows)



LEGEND

- Boundary
- Well Pad
- Pipeline
- Water
- Other

SCHLIESER | GORDON | MEYER
CONSULTANTS & ENGINEERS

SCHLIESER GORDON MEYER
U.S. W. 4TH STREET, SUITE 200
ARAPAHO, COLORADO 80504 FAX: (303) 842-5148
CREATED: BATTLE MESA PUD 1/20/09

Battlement Mesa PUD
Well Pads & Pipelines

Exhibit B to
Surface Use
Agreement

DATE	BY	DESCRIPTION
1/20/09		
1/20/09		
1/20/09		

Exhibit C

Specific Operational Requirements
For
Wellsite Locations, Access Roads and Pipeline Easements

Surface Use Agreement
Dated January 15, 2009
Antero-BMP-ExxonMobil

Exhibit C Pages: 24-25, 26-27 & 30-38 - REDACTED

Wellsite Location B
Specific Operational Requirements

1.

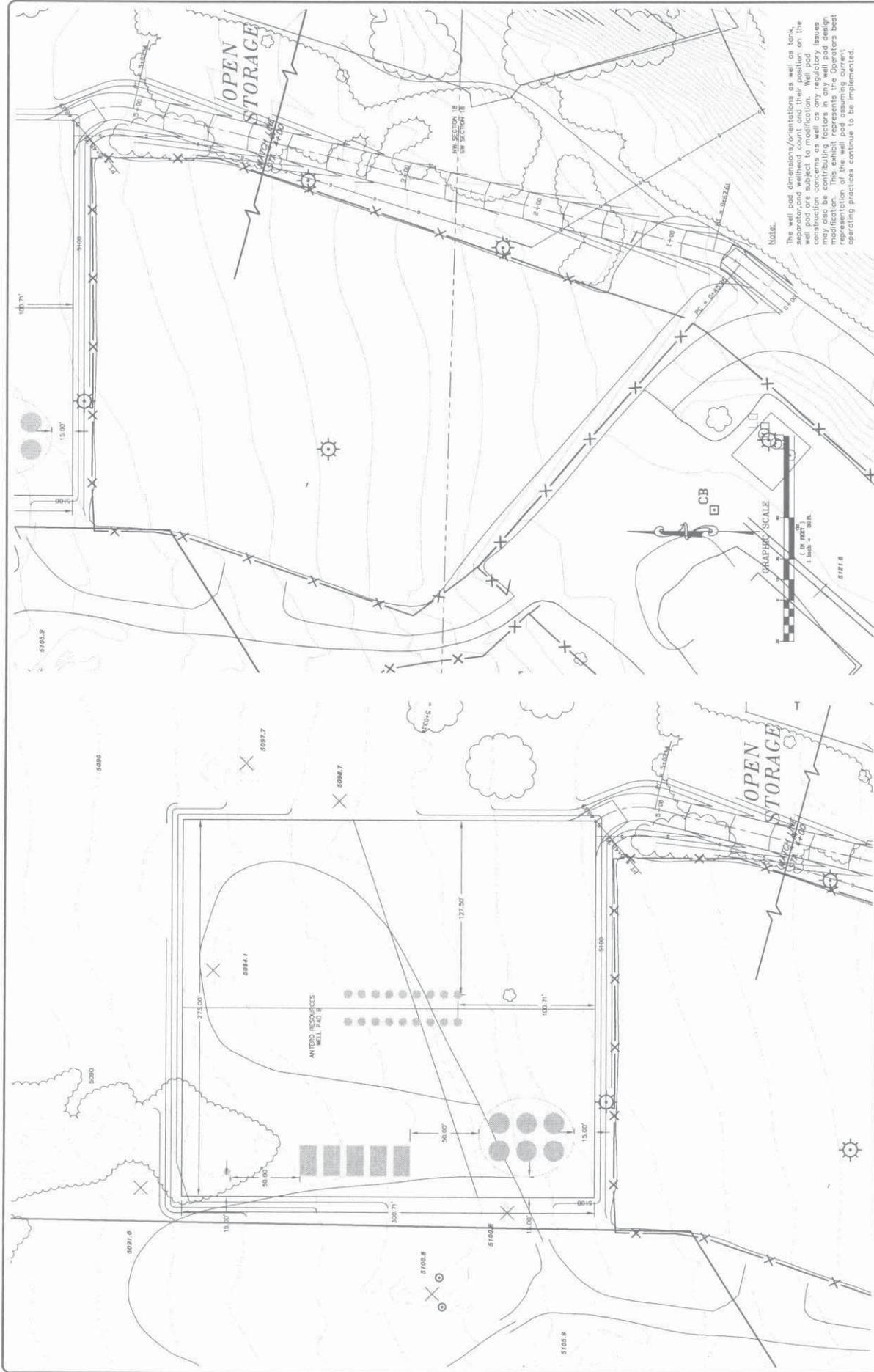
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<p>SCHMUESER GORDON MEYER 1118 W. 6TH STREET, SUITE 200 #601 ASPEN, COLORADO 81602 (970) 925-1004 FAX (970) 925-5948 CRESTED BUTTE, CO 81624 34925335</p>	<p>Antero Resources Piceance Corporation</p>		<p>DATE: 1/20/09 BY: [Signature]</p>	<p>Job No. 2006-479.020 Drawn By: DS Date: 1/20/09 Scale: PF Sheet: 1 of 1</p>
	<p>Well Pad B & Access Road Exhibit Map</p>			<p>1 1</p>

PRELIMINARY
 NOT
 FOR
 CONSTRUCTION

Wellsite Location D
Specific Operational Requirements

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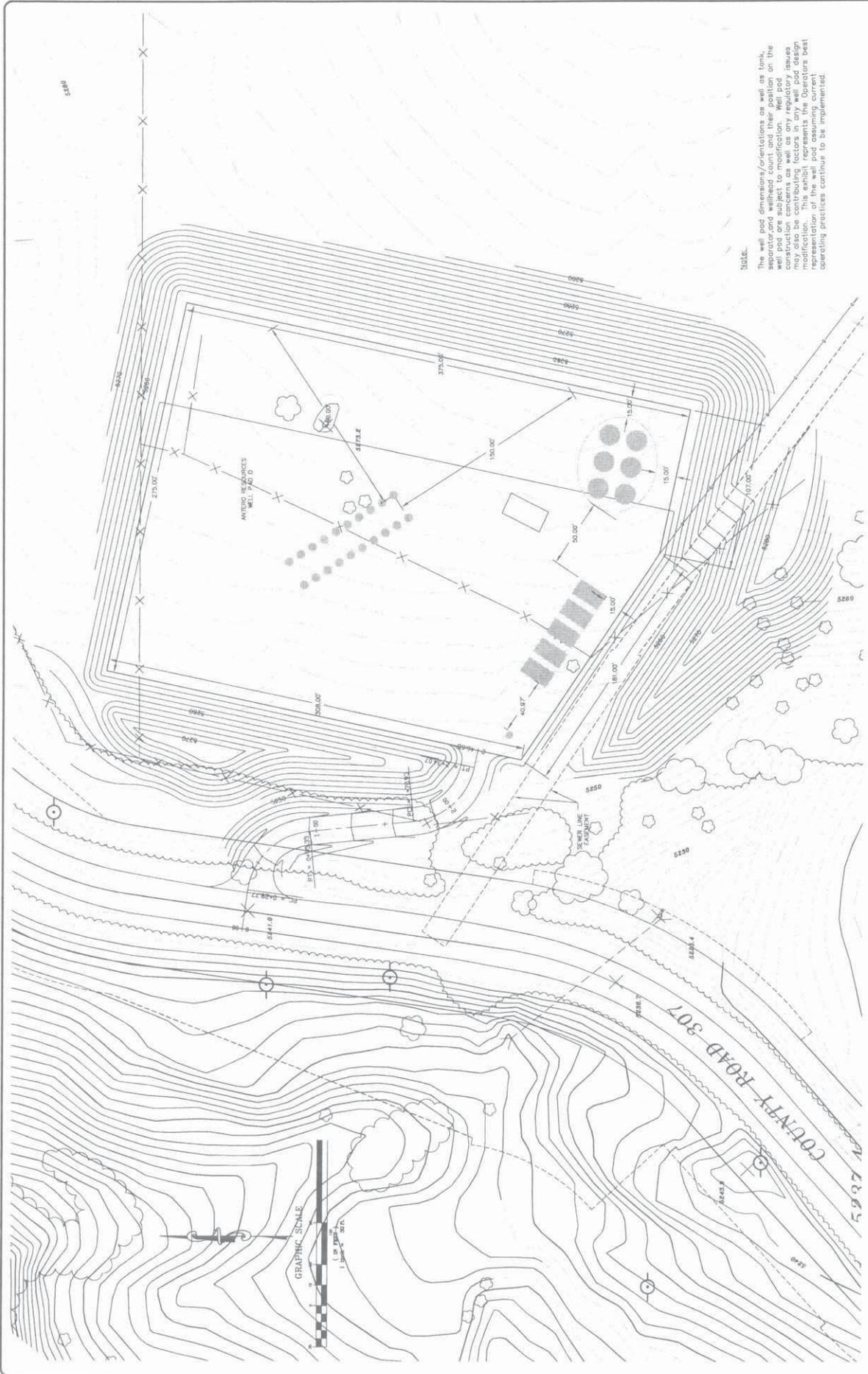
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Note:
 The well pad dimensions/locations as well as both separator and wellhead count and their position on the well pad are subject to modification. Well pad construction concerns as well as any regulatory issues shall be the responsibility of the Operator. This exhibit represents the Operator's best representation of the well pad assuming current operating practices continue to be implemented.

PRELIMINARY NOT FOR CONSTRUCTION	 SCHLUESER GORDON MEYER <small>AN ENGINEERING & SURVEYING FIRM</small>	SCHMUESER GORDON MEYER 118 W. 9TH STREET, SUITE 200, ASPEN, CO 81611 (970) 925-1005 FAX (970) 925-9248 ASPEN, COLORADO (970) 925-6727 CHESTERFIELD BUTTE, CO (970) 349-5355		Antero Resources Piceance Corporation		JOB NO. 2008-479.020 DRAWN BY DS DATE 1/20/09 CHECKED BY SCALE OF 1
		DATE REVISION APPR.	SHEET NO.	TOTAL SHEETS	Well Pad D & Access Road Exhibit Map	OF 1

Surface Use Agreement
Dated January 15, 2009
Antero-BMP-ExxonMobil

Exhibit D - REDACTED

**FIRST AMENDMENT TO
SURFACE USE AGREEMENT**

This First Amendment to Surface Use Agreement ("First Amendment") is entered into this 1st day of September, 2011 but effective as of January 15, 2009 ("Effective Date") by and between Battlement Mesa Partners, LLC a Colorado limited liability company d/b/a Battlement Mesa Company, and Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, , Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC. whose address is 73 G Sippelle Drive, Battlement Mesa Colorado 81635 hereinafter, collectively, called "Owner", Exxon Mobil Corporation hereinafter called "ExxonMobil", and Antero Resources Piceance Corporation, 1625 Seventeenth Street, Suite 300, Denver, Colorado 80202, hereinafter called "Operator." Owner and Operator may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties have entered into that certain Surface Use Agreement dated January 15, 2009 (the "SUA") to supersede in part the BMP-ExxonMobil SUA dated December 12, 1989 and to set forth their understanding of the rights and obligations of the Parties concerning operations on and development of the Property and to provide for the coexistence and joint development of the surface estate and the oil and gas estate and to delineate the process through which the two estates will be developed; and,

WHEREAS, the Parties desire to enter into this First Amendment to make certain revisions to the SUA regarding Operator's operations on and development of the Property.



1. In the event of a conflict with this First Amendment and the SUA, the term of this First Amendment shall control. This First Amendment may use the terms "Wellsite Location," "Pad" and "Well Pad" interchangeably.
2. Exhibit B to the SUA is hereby amended and replaced with the Exhibit B attached to this First Amendment. Exhibit B attached hereto affirms, relocates, creates and

removes various easements and Well Pad locations contemplated under the original SUA.

3.



4.



5. The parties have agreed to relocate Wellsite Location D and associated road access and pipelines. The new location is depicted on Exhibits B and E, and the revised landscaping plan for Wellsite Location D is attached hereto as Exhibit E-D4.

6.



7. The parties acknowledge that part of Operator's effort to minimize truck traffic in the Battlement Mesa PUD include provisions for burying water lines such that water associated with its operations can be moved from Wellsite Locations to Operator's water facilities situated on Pad F. In an effort to further reduce the impact of water management associated with Operator's operations, Owner grants Operator the right to locate one or more water injection wells, and associated facilities, on Wellsite Locations B and G, or other locations mutually agreed to, in writing, by Owner and Operator. Operator shall be responsible for obtaining all necessary Federal, State and local permits, and Owner shall provide such consents and waivers as may be necessary to obtain such permits. Operation of the injection wells will be done in compliance with all Federal, State and local regulations. Operator agrees to indemnify Owner for the operation of the water injection wells, with such indemnification being more specifically set out in Paragraph 19 of the SUA.

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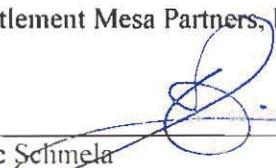
17.

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IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

OWNER: Battlement Mesa Partners, LLC

By:
Title:



Eric Schmela
Authorized Agent

OWNERS:

- Battlement Mesa Land Investments, LLC
- Battlement Mesa Land Investments Parcel 1 LLC
- Battlement Mesa Land Investments Parcel 2 LLC
- Battlement Mesa Land Investments Parcel 3 LLC
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Tamarisk Village Pads, LLC
Willow Ridge at Battlement Mesa LLC
Battlement Mesa Parcel 5 LLC
Battlement Mesa Lot Holdings LLC
Battlement Mesa Partners LLC

By: 
Title: Eric Schmela
Authorized Agent

11-21-11

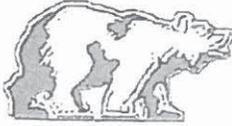
OPERATOR: Antero Resources Piceance Corporation

By: 
Title: Brian A. Kuhn
Vice President

BFW

EXXONMOBIL OIL CORPORATION:

By: 
Title: JOHN C. ROTHWELL, ATTORNEY-IN-FACT



Ursa Operating Company LLC

1050 17th Street, Suite 2400, Denver, Colorado 80265

April 1, 2015

Mr. David Gitlitz and Mr. Eric Schmela
Battlement Mesa Partners, LLC
P.O. Box 6000
Parachute, Colorado 81635

RE: Letter Agreement
Phase I and Tompkins/Richardson Pipeline Segment Applications
Battlement Mesa Prospect
Garfield County, Colorado

Dear Messrs. Gitlitz and Schmela,

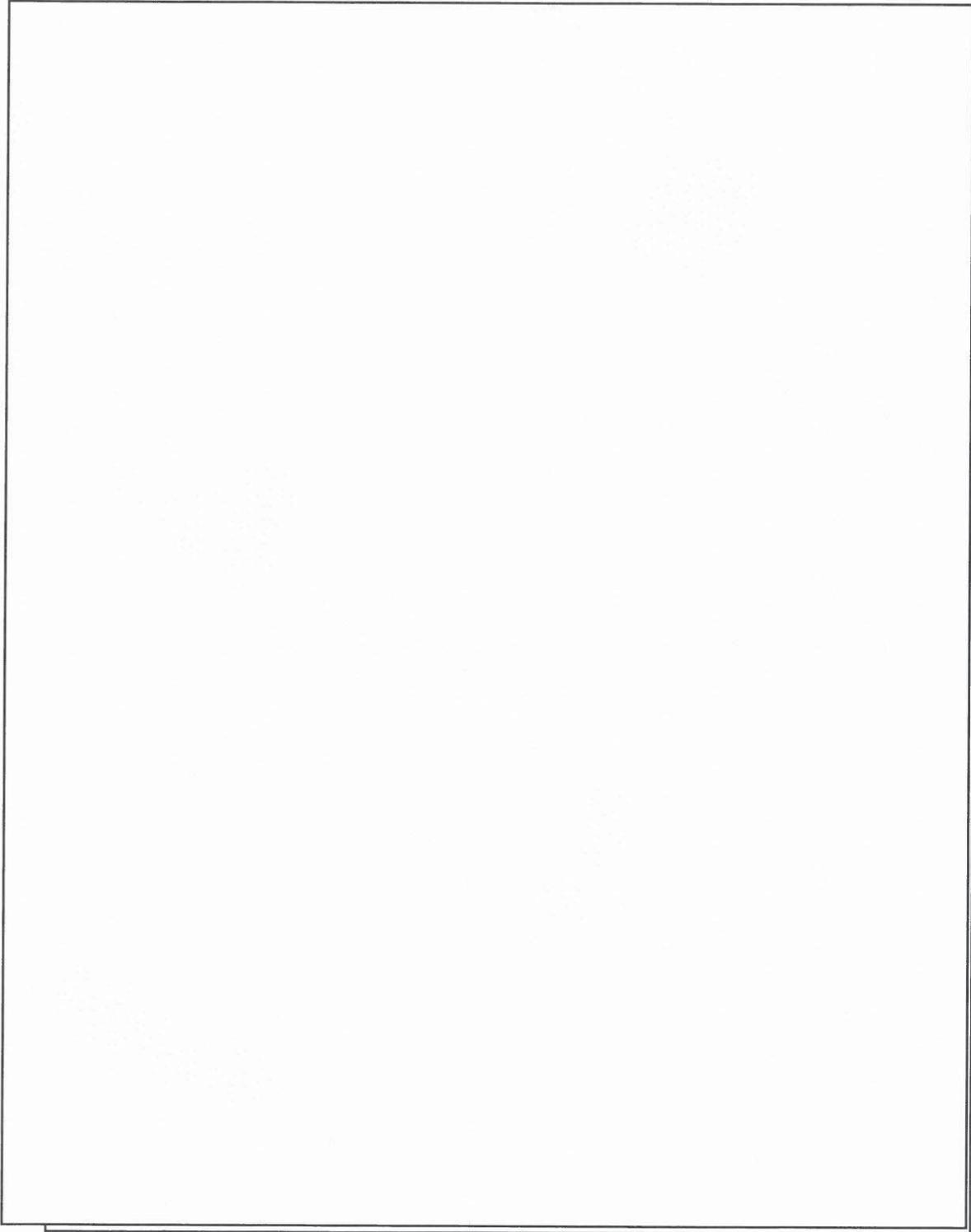
Ursa Operating Company LLC, as successor in interest to Antero Resources Piceance LLC ("Antero"), referred to herein as "Operator", and Battlement Mesa Partners, LLC, Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center LLC, Battlement Mesa Housing LLC, Community Holdings West Inc., collectively referred to herein as "Owner" or "Battlement Mesa Partners, LLC", hereby agree to revise and amend that certain Surface Use Agreement ("SUA"), as amended, which is evidenced in the public records of Garfield County, Colorado by Memorandum of Surface Use Agreement, filed on August 20, 2010 under reception number 790390. All pad and pipeline reference herein are pursuant to the SUA.

1. Notwithstanding anything to the contrary in the SUA, Owner and Operator hereby agree to revise and amend the SUA as follows:
 - a) Operator agrees to relinquish certain portions of the pipeline easement cited in the SUA as same are more fully described on Exhibit A attached hereto and made part hereof by reference. Additionally, Operator agrees to provide Owner with revised parcel mapping representing all changes referenced herein. All final mapping to be performed by SGM.
 - b) Operator agrees to eliminate the E Pad, G Pad and Parks and Recreation Pad including associated pipeline segments
 - c) Owner agrees to an expansion of the A Pad for the purpose of including the wells originally planned for the Parks and Recreation Pad

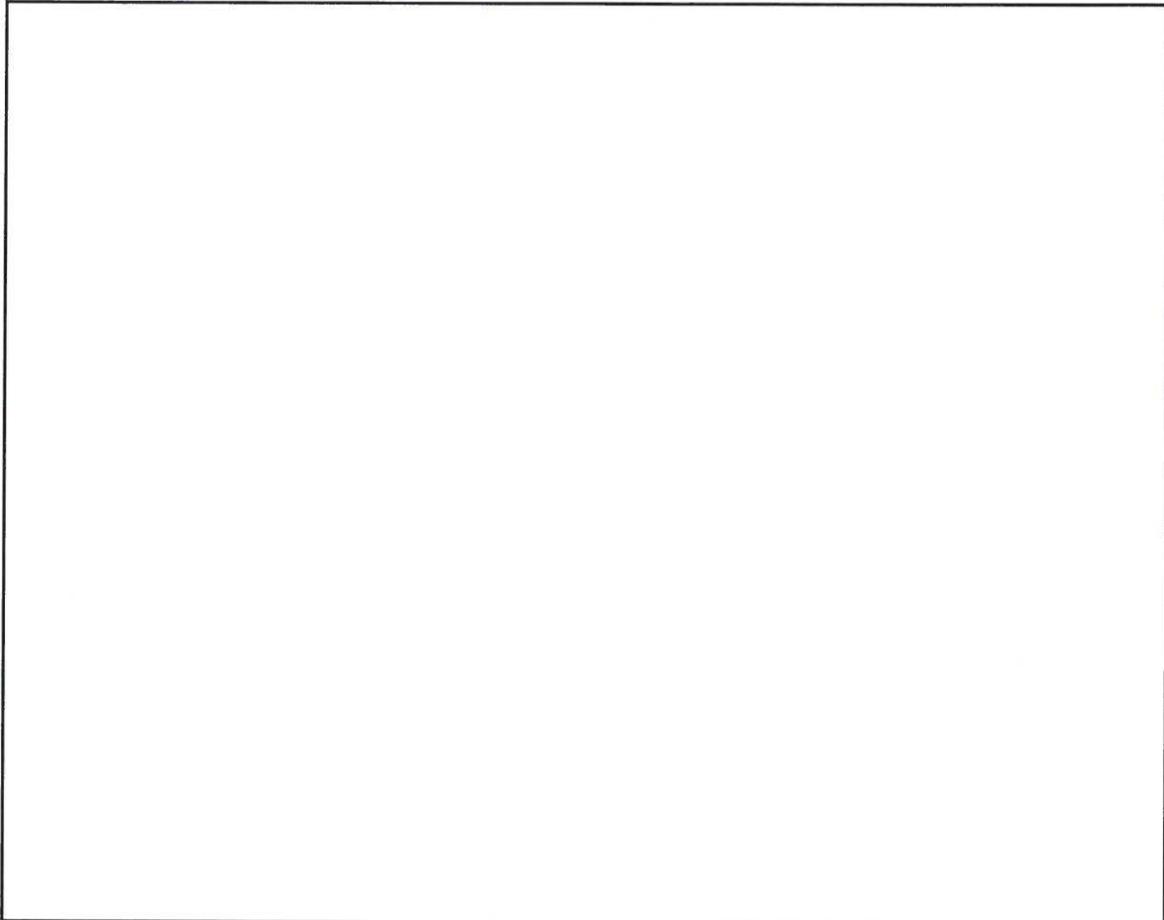


2.

Letter Agreement
Battlement Mesa Partners LLC
April 1, 2015
Page 2 of 4



[Handwritten signature]



5. Nothing in this Agreement shall entitle any person other than a signatory hereto to any claim, cause of action, remedy or right of any kind pursuant to the terms of this agreement including, but not limited to, Battlement Mesa Metro District.
6. The parties reserve the right to amend, modify, or supplement this agreement, in writing, upon their mutual agreement to such changes and in the exercise of each of their sole and absolute discretion.

Should the foregoing revisions and amendments meet with your approval, please so indicate by signing at the bottom of this letter and returning one fully executed original to the undersigned.

Thank you for your consideration, please contact me direct with any questions or comment.

Sincerely,

URSA OPERATING COMPANY LLC

Stephen E. Skinner



Letter Agreement
Battlement Mesa Partners LLC
April 1, 2015
Page 4 of 4

Chief Operating Officer
720.508.8360 direct
sskinner@ursaresources.com

The above terms and provisions are hereby AGREED and ACCEPTED this 13th day of April , 2015.

BATTLEMENT MESA PARTNERS, LLC



Eric Schmela
Authorized Agent

EXHIBIT B

Attached to that certain Letter Agreement dated April 1ST, 2015, among
Ursa Operating Company LLC and Battlement Mesa Partners, et al.

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement ("Agreement") is made effective the 1st day of March, 2015 between Battlement Mesa Partners, LLC, a Colorado limited liability company d/b/a Battlement Mesa Company on its own behalf and as agent for all of its affiliates ("BMP"), Ursa Operating Company, LLC ("URSA") and the Battlement Mesa Metropolitan District ("BMMD").

RECITALS

WHEREAS, BMP owns portions of the surface of the tract of land located in Garfield County, Colorado upon which BMMD and URSA wish to extend a temporary pipeline to provide water to URSA's Speakman A Pad and Yater Pad.

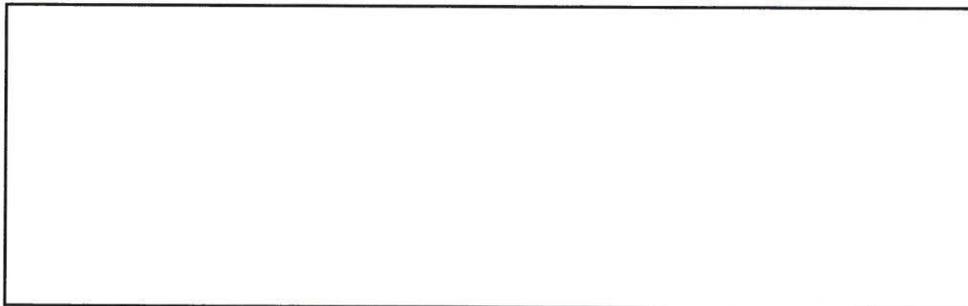
WHEREAS, such pipeline and other facilities ("FACILITIES") shall include, but not necessarily be limited to, one twelve inch, SDR 11 polyethylene lined (S) from BMMD's water system, at a point to be determined by BMMD extending up and across that pipeline corridor depicted in Exhibit A and B (hereafter "the Property").

WHEREAS, such Facilities shall not be buried;

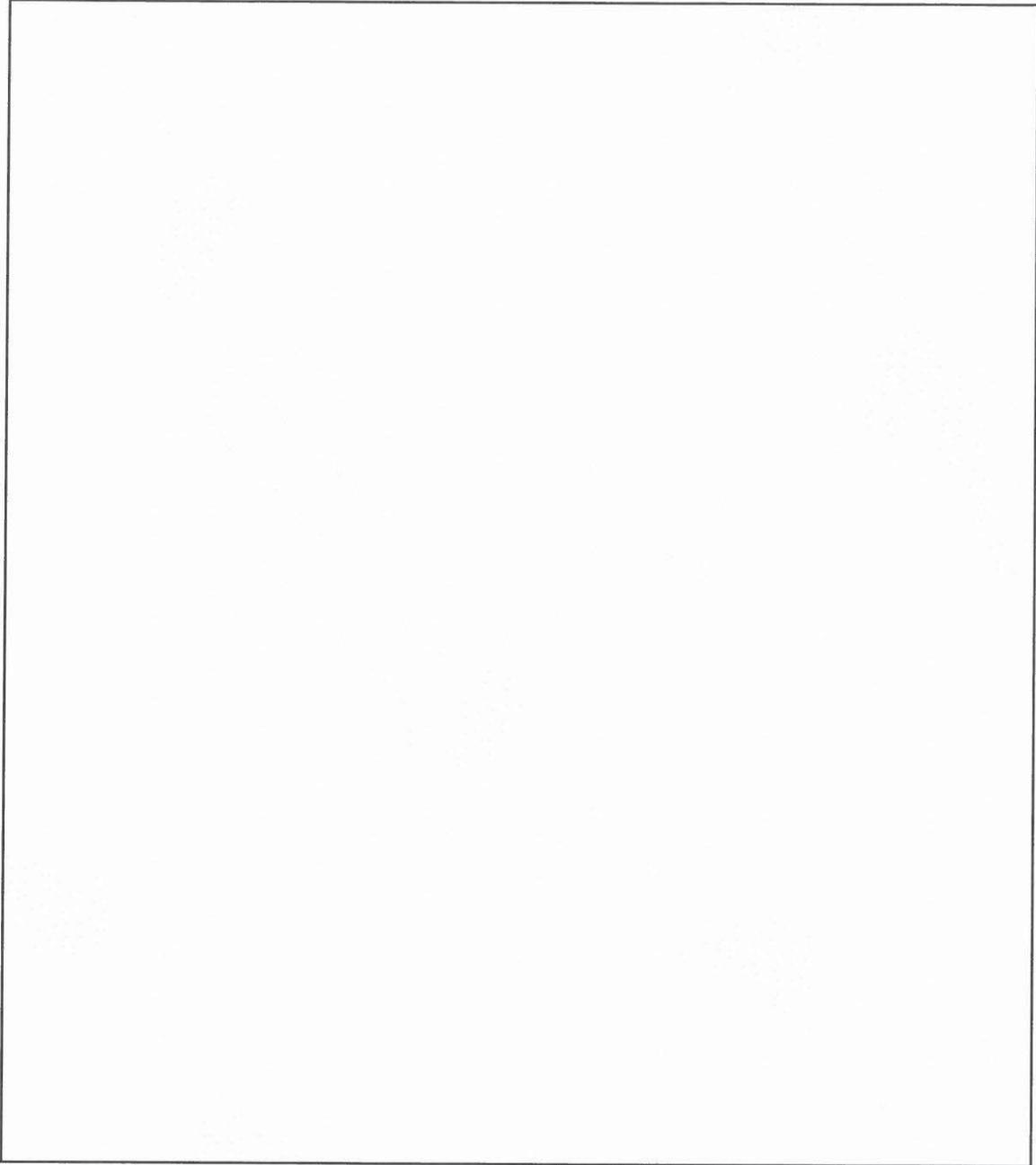
WHEREAS, BMMD and URSA have advised that the necessary Facilities easement shall consist of a 25 foot primary easement and a temporary 50 foot construction easement for the use of BMMD for the installation, operation, maintenance and repair of the Facilities that will be used to extend water service from BMMD Facilities to the Speakman A Pad and Yater Pad.

AGREEMENT

1. Grant of Easement and Term. BMP hereby grants to BMMD a twenty-five (25) foot primary easement and a fifty (50) foot temporary construction easement on the surface of the property depicted on Exhibit A for the purpose of constructing and operating the Facilities for a period beginning on the date of execution of this Agreement and extending to and through December 31, 2015.

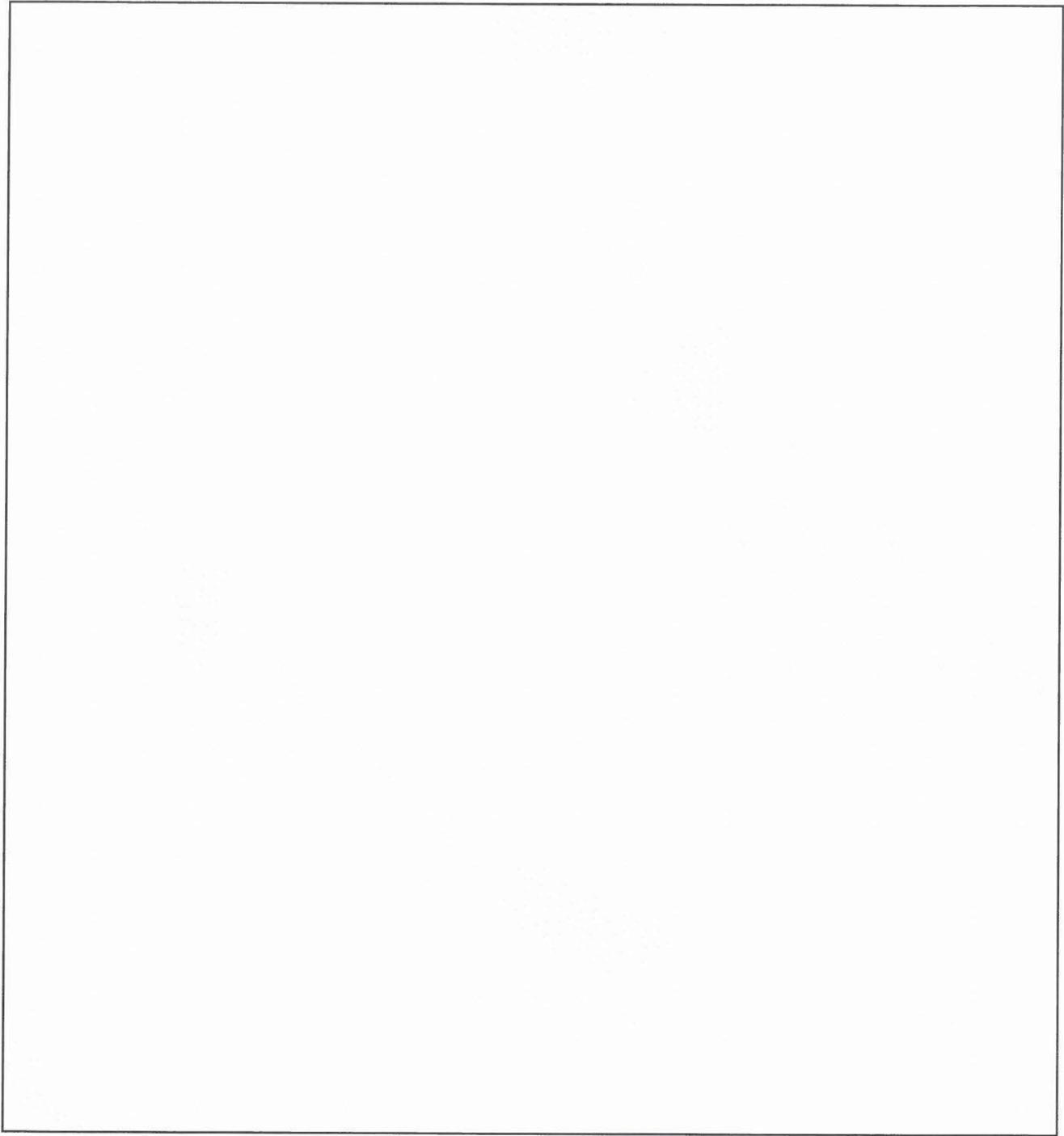


[Handwritten signature]



7. Recording. This Agreement shall not be recorded.

A small, handwritten mark or signature in the bottom right corner of the page, consisting of a few stylized, cursive letters.



Handwritten mark or signature

Notice to: URSA Operating Company, LLC
 ATTN: John Doose
 792 Buckhorn Drive
 Rifle, CO 81650

With Copy to: Ursa Operating Company LLC
 ATTN: Jarred McGhee
 1050 17th Street, Suite 2400
 Denver, CO 80202

IN WITNESS WHEREOF, parties have executed this Agreement and multiple originals reflecting the date set forth above.

URSA Operating Company, LLC

By _____

Title: _____

BATTLEMENT MESA METROPOLITAN
DISTRICT

By: _____

Title _____

BATTLEMENT MESA PARTNERS, LLC,
on behalf of itself and as agent for all its
affiliated companies

By:  _____

Title: Authorized Agent

Notice to: URSA Operating Company, LLC
ATTN: John Doose
792 Buckhorn Drive
Rifle, CO 81650

With Copy to: Ursa Operating Company LLC
ATTN: Jarred McGhee
1050 17th Street, Suite 2400
Denver, CO 80202

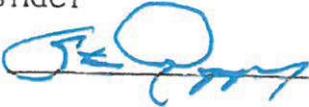
IN WITNESS WHEREOF, parties have executed this Agreement and multiple originals reflecting the date set forth above.

URSA Operating Company, LLC

By: 

Title: Field Liaison - URSA

BATTLEMENT MESA METROPOLITAN DISTRICT

By: 

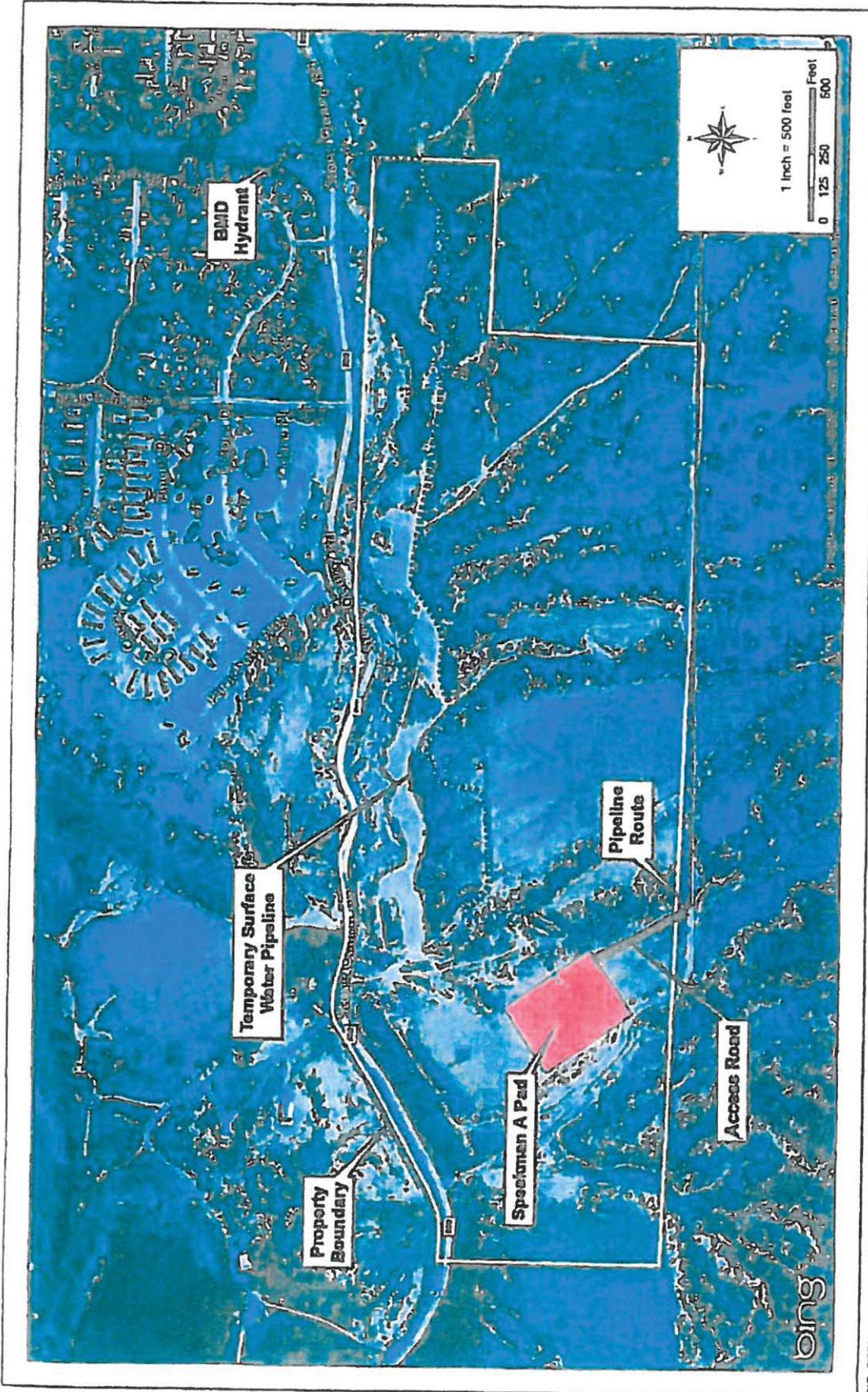
Title: Manager

BATTLEMENT MESA PARTNERS, LLC,
on behalf of itself and as agent for all its
affiliated companies

By: _____

Title: _____





GIS: 5/20/2013 Path: Z:\GIS\Land\BIM Service Association Easement Agreement.mxd

Garfield County, Colorado

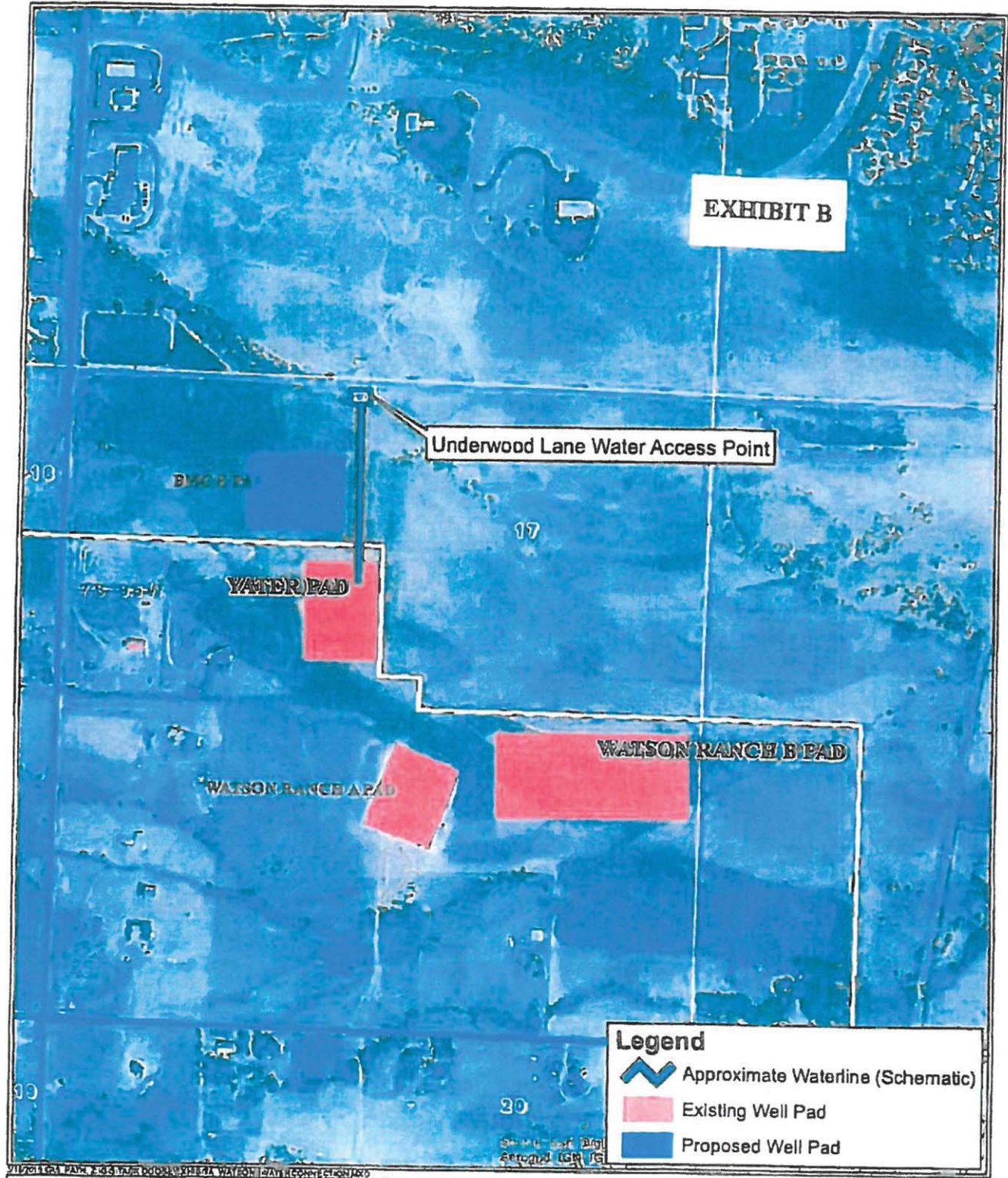
Ursa
 OPERATING COMPANY
 1050 17th Street Suite 2400
 Denver, CO 80205
 (720) 508-8350

Temporary Easement

Speakman A Pad: Temporary Surface Water Pipeline

EXHIBIT

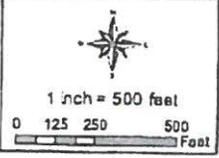
A



Ursa
 OPERATING COMPANY
 1050 17th Street Suite 2400
 Denver, CO 80285
 (720) 508-8350

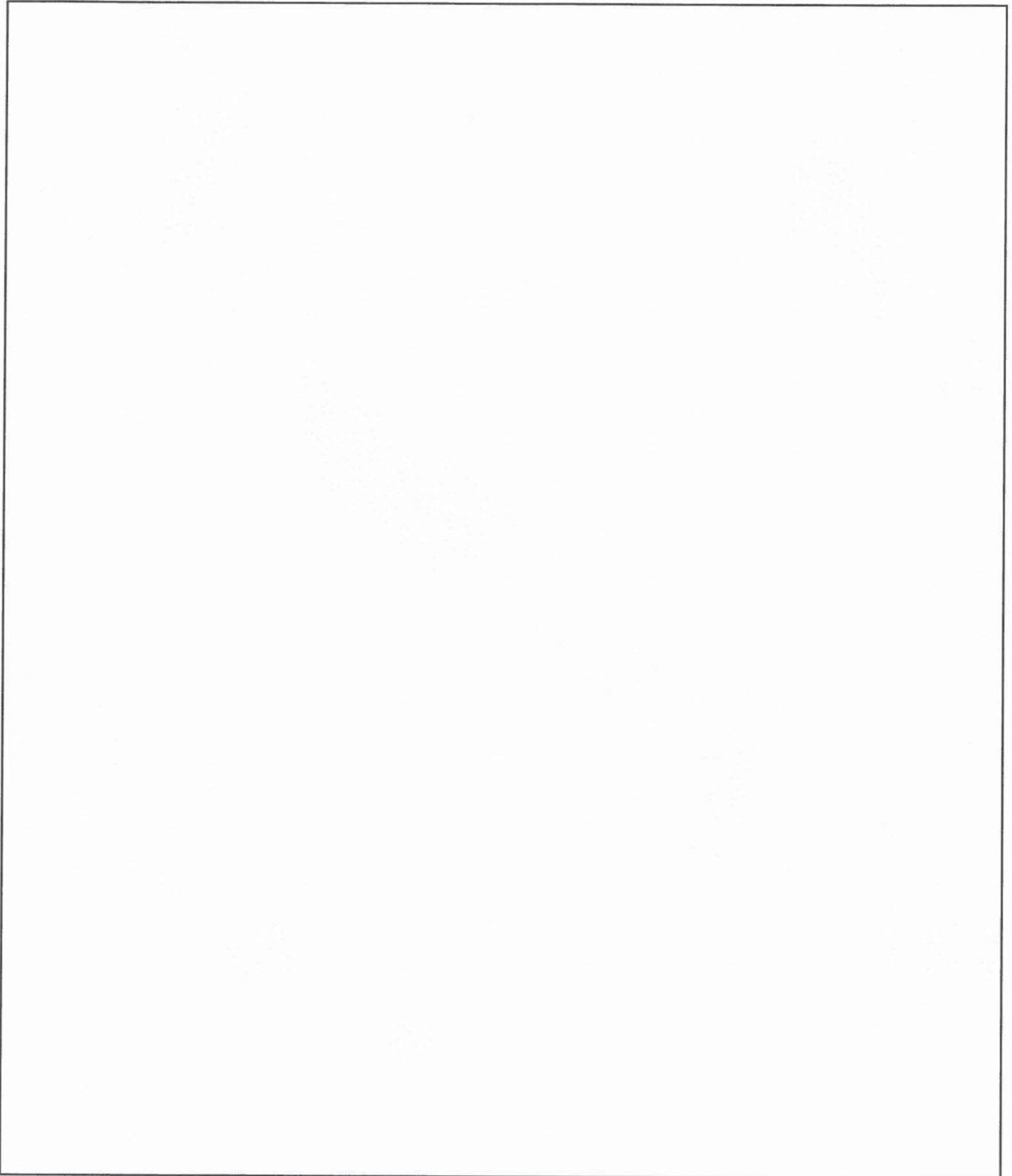
GARFIELD COUNTY, COLORADO

Water Agreement
 URSA OPERATING COMPANY, LLC



111

Exhibit C



THIRD AMENDMENT TO SURFACE USE AGREEMENT

This Third Amendment to Surface Use Agreement (“Third Amendment”) is made effective for all purposes on the 30th day of December 2016 (“Effective Date”) by and between Battlement Mesa Partners, LLC, Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK-3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK-5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK-6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC, hereinafter collectively referred to as “Owner”, and Ursa Piceance LLC (“Operator”), as successor in interest to Antero Resources Piceance Corporation (“Antero”). Owner and Operator may be referred to individually as a “Party” and collectively as the “Parties”.

Whereas, Antero and Owner entered into that certain Surface Use Agreement (“SUA”) as evidenced in the public records of Garfield County, Colorado (the “Public Records”) by Memorandum of Surface Use Agreement, filed on August 20, 2010 under reception number 790390, and,

Whereas, Antero and Owner amended the SUA by execution of that certain First Amendment to Surface Use Agreement, dated September 1, 2011 but made effective January 15, 2009 (the “First Amendment”), and,

Whereas, Antero conveyed all its right, title and interest in and to the SUA, as amended, and other agreements, to Operator, in that certain Omnibus Assignment and Bill of Sale, made effective October 1, 2012, and,

Whereas, Owner and Operator further amended the SUA by execution of that certain Letter Agreement, dated April 1, 2015, as evidenced by a Memorandum of Amendment to Surface Use Agreement, dated April 23, 2015, recorded in the Public Records on June 10, 2015 under reception number 863878, (the “Second Amendment”), and,

Whereas, the Parties desire to set forth their agreement concerning further amendment to the SUA.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Operator agree as follows:

All Capitalized terms used but not defined herein have the meanings assigned to them in the SUA, the First Amendment and/or the Second Amendment.

1. The name of the "Richardson Pad", located in the SE/4SE/4 of Section 8-7S-95W, shall be and is hereby changed to the "Monument Ridge B Pad". Accordingly, any and all prior reference to the Richardson Pad shall be henceforth referencing the Monument Ridge B Pad.
2. Operator shall submit all applications required by governmental authority necessary to conduct operations on its proposed Battlement Mesa Phase II Development Plan including, but not limited to, permits for the BMC A, F, L and M Pads (collectively, the "Pads") along with associated pipelines and infrastructure as such will be located within the Battlement Mesa Planned Unit Development ("PUD") boundary.
3. The size, design and location of the BMC L and M Pads, along with their respective access roads, pipeline routes and appurtenances shall be revised and amended as more fully detailed on Exhibits "A-1" and "A-2", respectively. Owner shall have the right to review and approve said Exhibits A-1 and A-2 prior to such exhibits being attached to applications cited in paragraph 2 above, such written approval shall not be unreasonably withheld, conditioned or delayed.
4. Operator is granted the right, but not the obligation, to use the BMC F Pad as a central facility for handling and storage of all water associated with its operations and the right to install, operate, and maintain tanks, pipelines and above ground appurtenances necessary in support of such operations. The rights granted in this paragraph 4 are expressly subject to all prior agreements between Owner and Operator. Operator shall, once the BMC F Pad is no longer used for the purposes granted in this paragraph 4, reclaim the surface of the F Pad to as nearly as practicable to that which existed prior to Operators activity on BMC F Pad. Upon completion of such reclamation, the rights granted herein shall have no further effect nor consequence and the Operator shall provide written notice to Owner of its release of such rights. All prior reference to Wellsite Location F or the BMC F Pad are hereby deleted in their entirety and replaced with the attached Exhibit "B".
5. Owner hereby grants to Operator an easement to locate one (1) pipeline, which is more fully detailed on the attached Exhibit "D", to enable Operator to have a continuous and efficient pipeline system for handling of all water associated with Operators operations from lands contained within the PUD as well as from other lands. The Parties hereby

agree to execute and record with Garfield County an exhibit to depict said easement when mutually agreed and finished.

It is the intent of the Parties that all existing or future owners of the surface of the Property be included in the SUA, the First Amendment, the Second Amendment and this Third Amendment. To the extent it is later determined that entities that have an ownership interest in the Property and that are related to Battlement Mesa Partners LLC are not parties to this agreement, Owner shall cause those omitted entities to ratify and endorse the SUA, First Amendment, Second Amendment and this Third Amendment when they are subsequently identified.

Operator will adhere to the rules and regulations of the Colorado Oil and Gas Conservation Commission or other governmental authority with standing while conducting its operations.

The Parties agree that this Third Amendment to Surface Use Agreement shall not be recorded, instead it will be evidenced in the public records by a Memorandum of Third Amendment to Surface Use Agreement duly executed by the Parties.

Parties hereby ratify and confirm that, except as expressly modified herein, all terms and conditions of the SUA, as previously modified by the First Amendment and the Second Amendment, are and shall remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Third Amendment to Surface Use Agreement is executed this ____ day of December, 2016, but made effective for all purposes as of the Effective Date.

Owner:

Battlement Mesa Partners, LLC, Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK-3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK-5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK-6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC.

Eric Schmela
Authorized Agent

Operator:

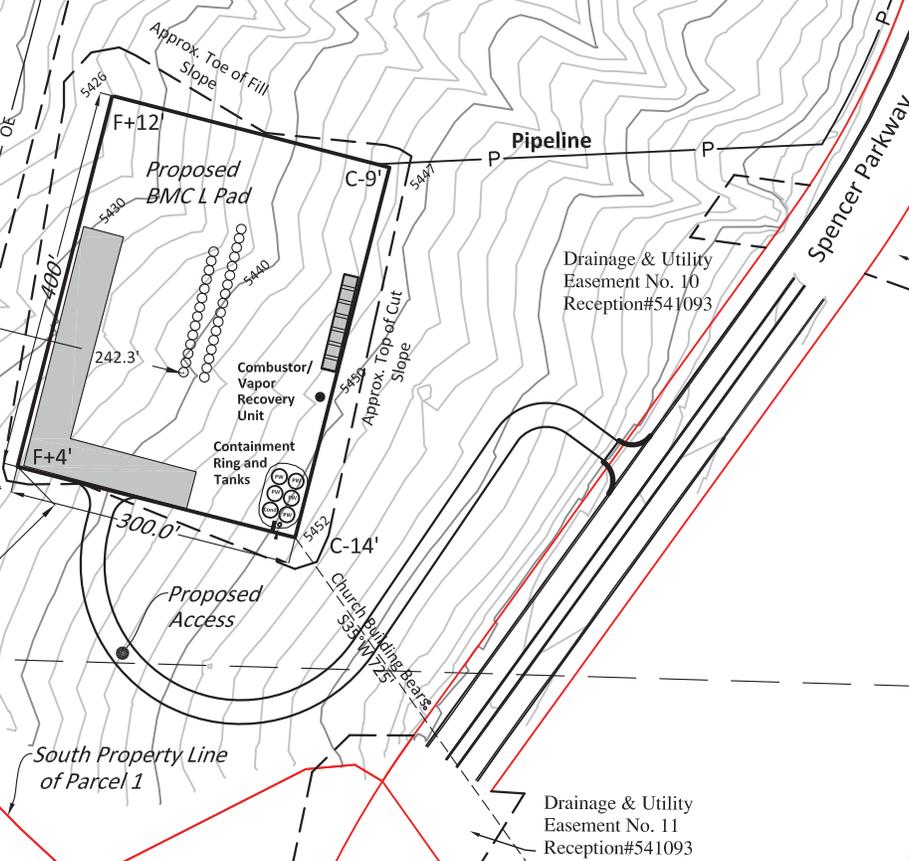
URSA PICEANCE LLC

Don Simpson
Vice President Business Development

**EXHIBIT A-1
12-27-16**

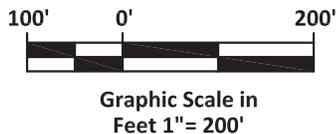
**Parcel 1
57.68 Acres ±
Reception#740449**

NW1/4
SEC 8



NOTES:

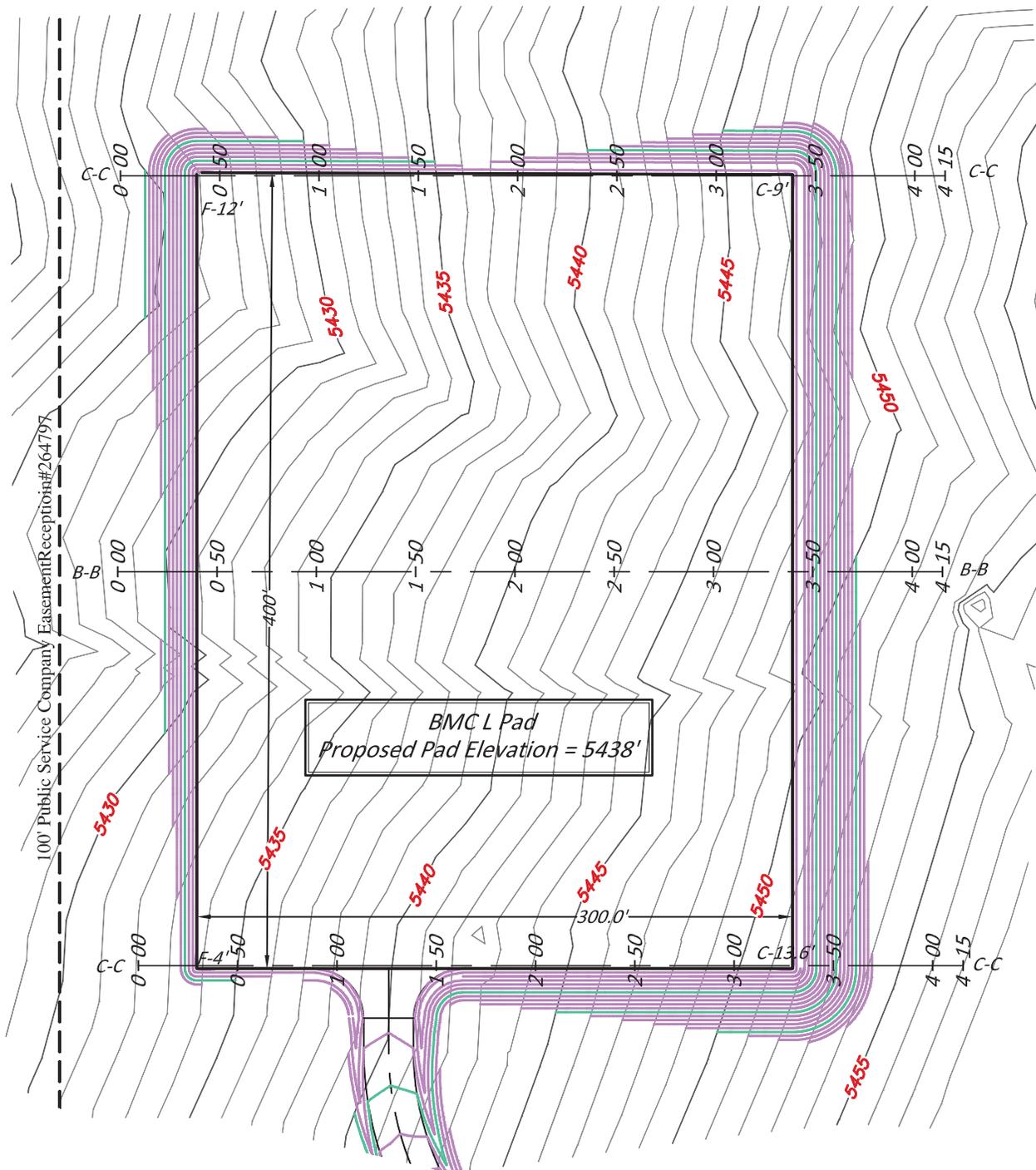
- 1) THIS EXHIBIT NOT YET IN FINAL FORM. ALL SITE SPECIFIC DETAILS INCLUDING BUT NOT LIMITED TO LANDSCAPE DESIGN, VIEWSHED MITIGATION, SOUND WALL DESIGN, PROPOSED GRADING, DETAILED SITE PLAN, ETC. TO BE COMPLETED AND MUTUALLY AGREED UPON PRIOR TO BEING DEEMED COMPLETE AND PRIOR TO ANY SUBMITTAL.
- 2) PIPELINE TO FOLLOW PAD ACCESS ROAD.



 River Valley Survey, Inc. 110 East 3rd. Street, Suite 213 Rifle, Colorado 81650 Ph: 970-379-7846	
Project: - RVS 06001-58L	
Field Date: 09-17-16	Scale: 1" = 200'
Date: 11-02-16	Sheet: 1 of 1
Rev:	By:



Site Plan
Battlement Mesa L Pad
Battlement Mesa Land Investments Parcel
Section 8, Township 7 South, Range 95 West

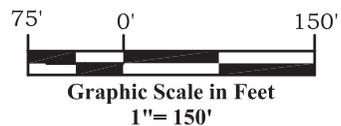


BMC L Pad
Proposed Pad Elevation = 5438'

100' Public Service Company Easement Reception #264797

Soil Cut/Fill Site Grading	
Item	Cubic Yards
Site Cut	19784
Site Fill	11188
Net Cut Total =	8596

Disturbance Area Table	
Item	Acreage
Pad Area	2.8 ac
Cut / Fill	0.8 ac
Road	0.8 ac
Total =	4.4 ac



RVS River Valley Survey, Inc.
110 East 3rd. Street, Suite 213
Rifle, Colorado 81650
Ph: 970-379-7846

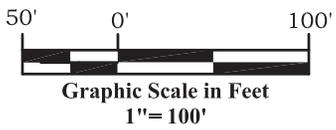
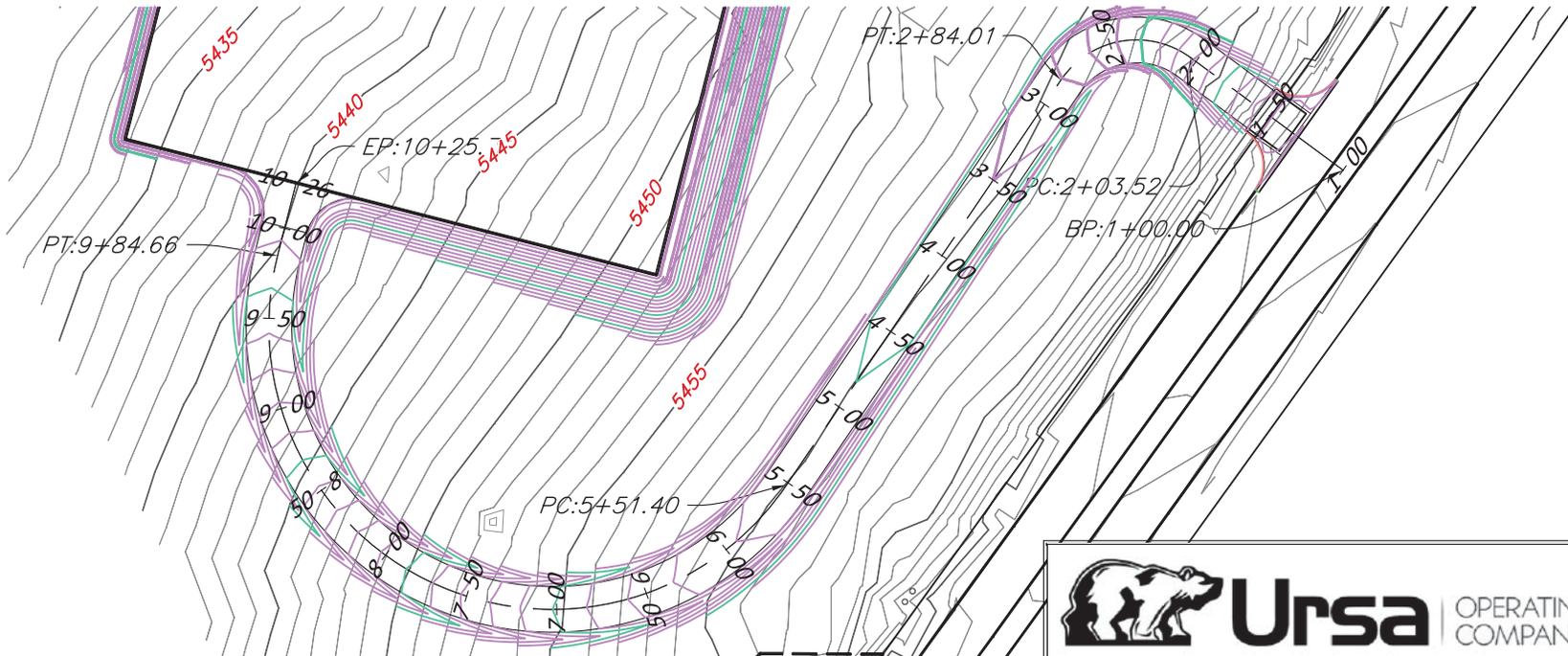
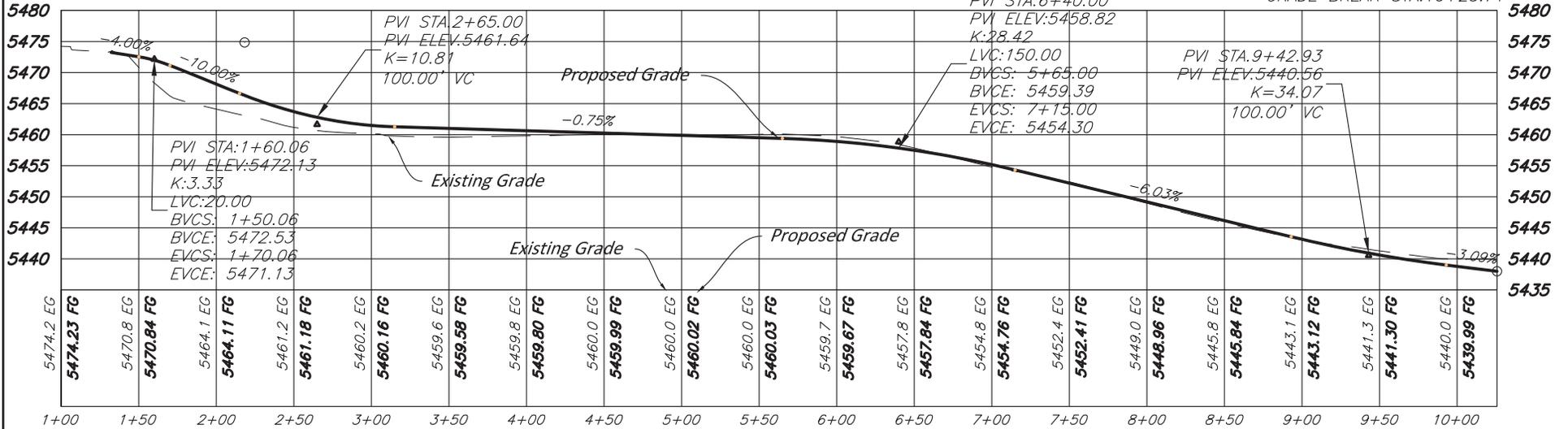
Ursa OPERATING COMPANY

Project: - RVS 06001-58L	
Field Date: 09-21-16	Scale: 1" = 150'
Date: 10-31-16	Sheet: 1 of 3
Rev: SEA	By: TJK

Form 2A - Attachment I
BMC L - Pad
Construction Layout Drawing
Section 8, Township 7 South, Range 95 West

EL. 5473.25
GRADE BREAK STA. 1+32.12

EL. 5438.00
GRADE BREAK STA. 10+25.71

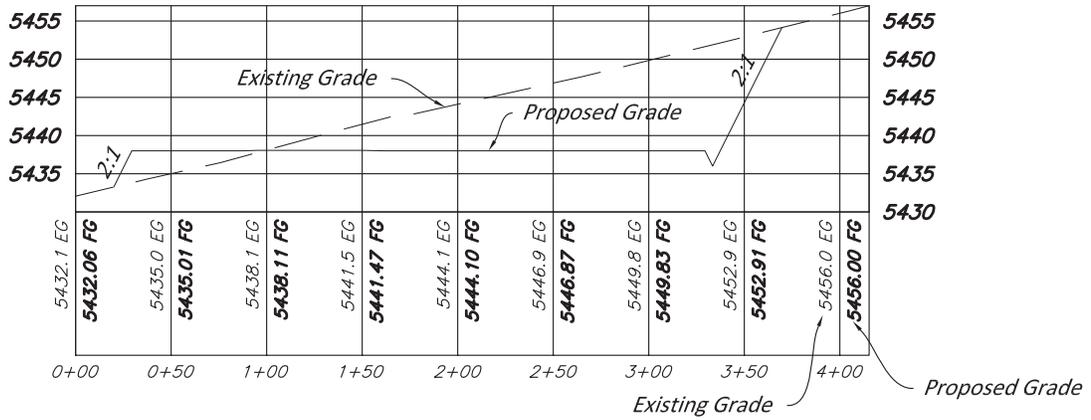


RVS River Valley Survey, Inc.
110 East 3rd. Street, Suite 213
Rifle, Colorado 81650
Ph: 970-379-7846

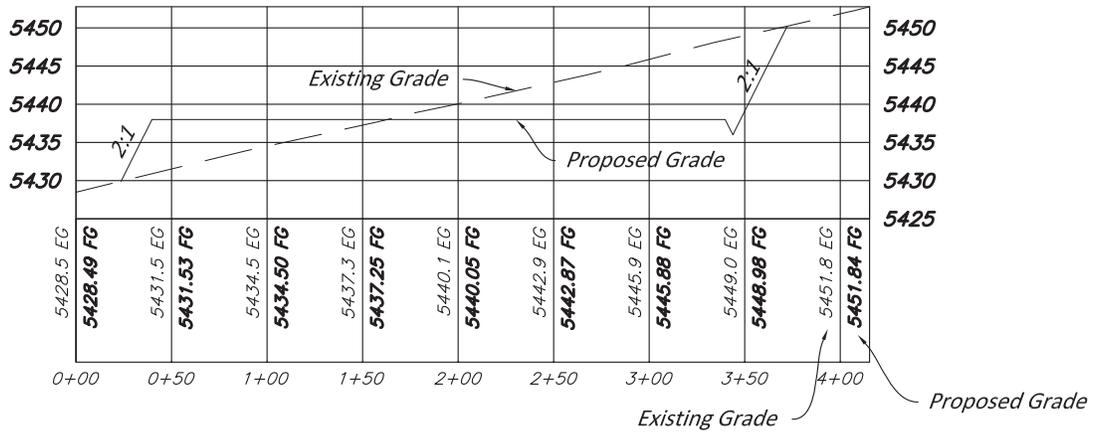
Project: - RVS 06001-58L
Field Date: 09-21-16
Date: 10-31-16
Scale: 1" = 100'
Sheet: 2 of 3



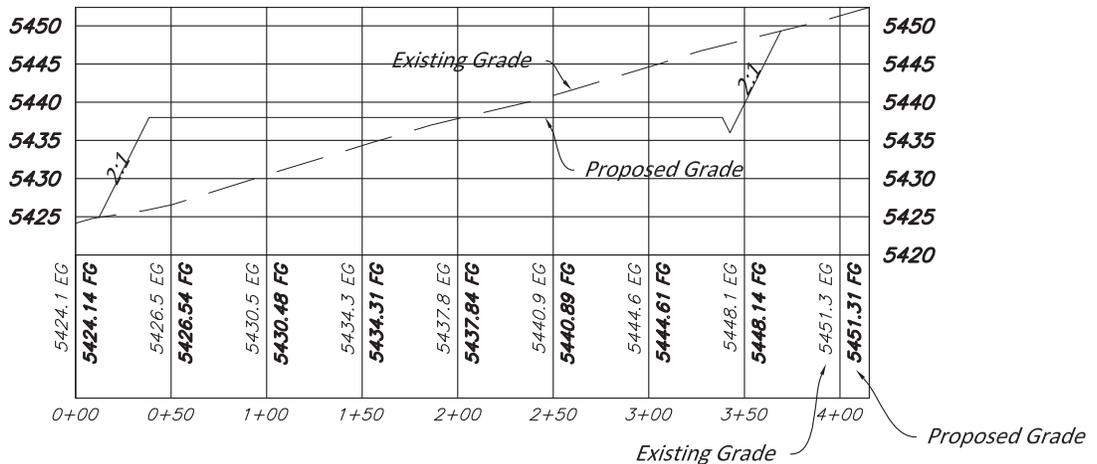
Form 2A - Attachment I
BMC L - Pad
Construction Layout Drawing
Section 8, Township 7 South, Range 95 West



Section A-A



Section B-B



Section C-C



Graphic Scale in Feet 1" = 250'



River Valley Survey, Inc.
 110 East 3rd. Street, Suite 213
 Rifle, Colorado 81650
 Ph: 970-379-7846



Ursa OPERATING COMPANY

Project: - RVS 06001-59L

Field Date: 09-21-16

Scale: 1" = 100'

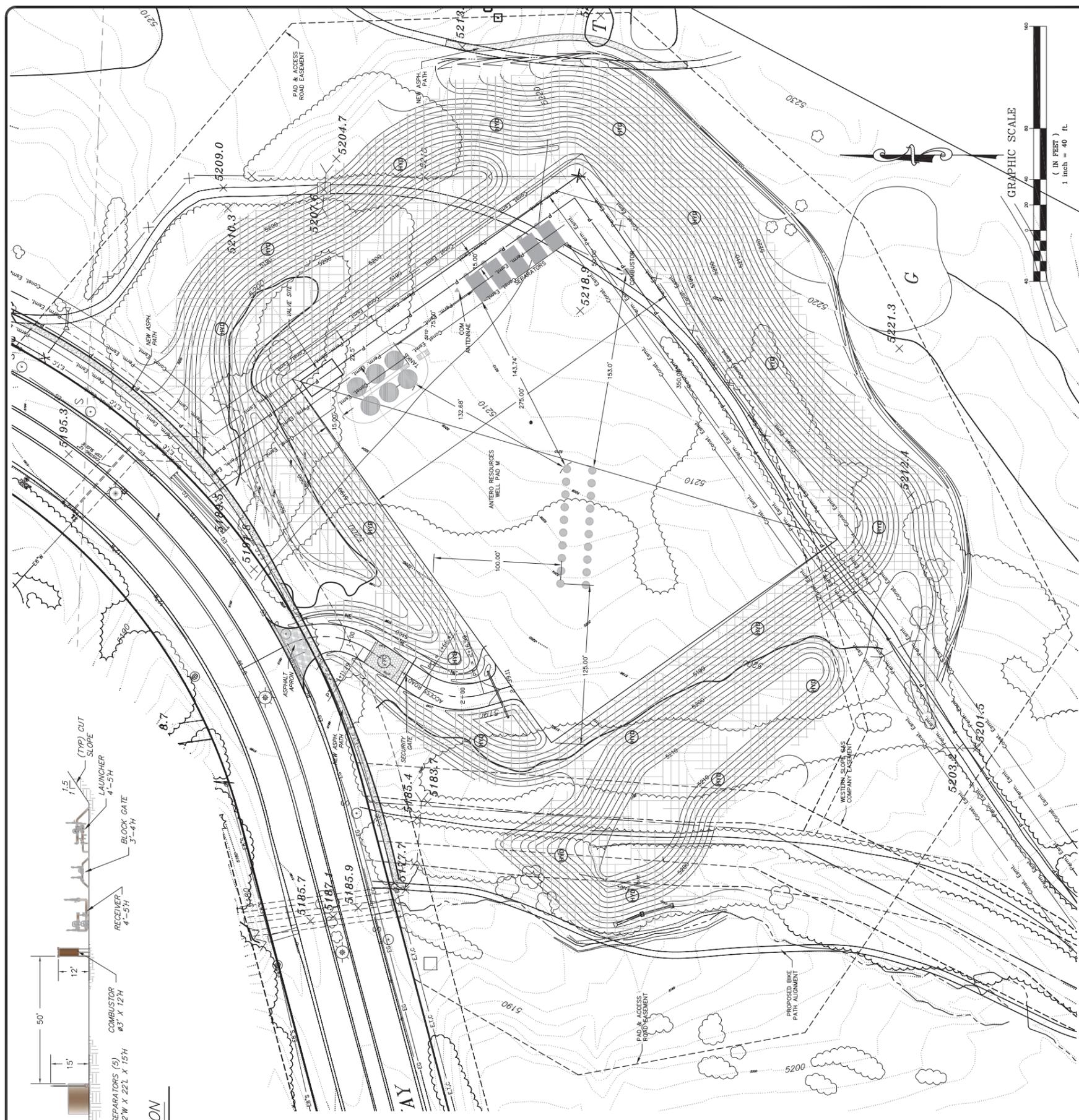
Date: 10-31-16

Sheet: 3 of 3

Rev: SEA

By: TJK

Form 2A - Attachment I
BMC L - Pad
Construction Layout Drawing
 Section 8, Township 7 South, Range 95 West



Job No. 2006-479-025
 Drawn by: DCS
 Date: Sept 15, 2011
 QC: PE
 Title: Well Pad M BM

M.L.U.I.R.
 Erosion Control
 Plan & Details

NO.	DATE	BY	REVISION

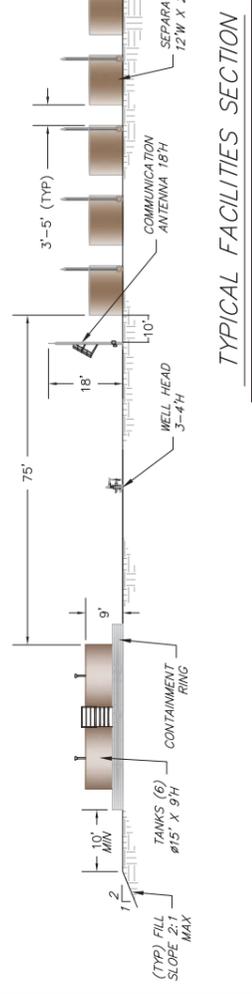
Antero Resources Pad M
 Battlement Mesa P.U.D.

SCHMUESER GORDON MEYER
 1118 W. 6TH STREET, SUITE 200
 GLENWOOD SPRINGS, COLORADO 81601
 (970) 945-1004 FAX (970) 945-5948
 ASPEN, COLORADO (970) 925-6727
 CRESTED BUTTE, CO (970) 349-5355



PRELIMINARY
 NOT
 FOR
 CONSTRUCTION

Site Plan
 Antero Resources Pad M
 Located in the SE 1/4 Section 7
 Township 7 South
 Range 95 West of the 6th P.M.
 Battlement Mesa P.U.D.
 Garfield County, Colorado



TYPICAL FACILITIES SECTION

- VTC** VEHICLE TRACKING PAD
- STB** STRAW EROSION BALES
- OP** OUTLET PROTECTION
- IP** INLET PROTECTION
- SF** SILT FENCE
- SW** STRAW WATTLE
- HYD** HYDRO SEED

A gravel pad, located at the points of vehicular ingress and egress on a construction site, to reduce the mud transported onto roads and paved areas.

A temporary sediment barrier composed of rebarbed straw bales placed across or at the toe of a slope to intercept and detain sediment and decrease flow velocities from small drainage areas; applicable where sheet and rill erosion potential is low.

This installation rip-rap channel sections below storm drain outlets to reduce erosion from scouring at outlets and to reduce flow velocities before stormwater enters receiving channels below these outlets. rip-rap to be D50 = 9" in dia. angular stone.

A sediment filter strand or storm drain or collect filter that reduces the sediment from entering the drainage systems prior to permanent stabilization of the disturbed areas.

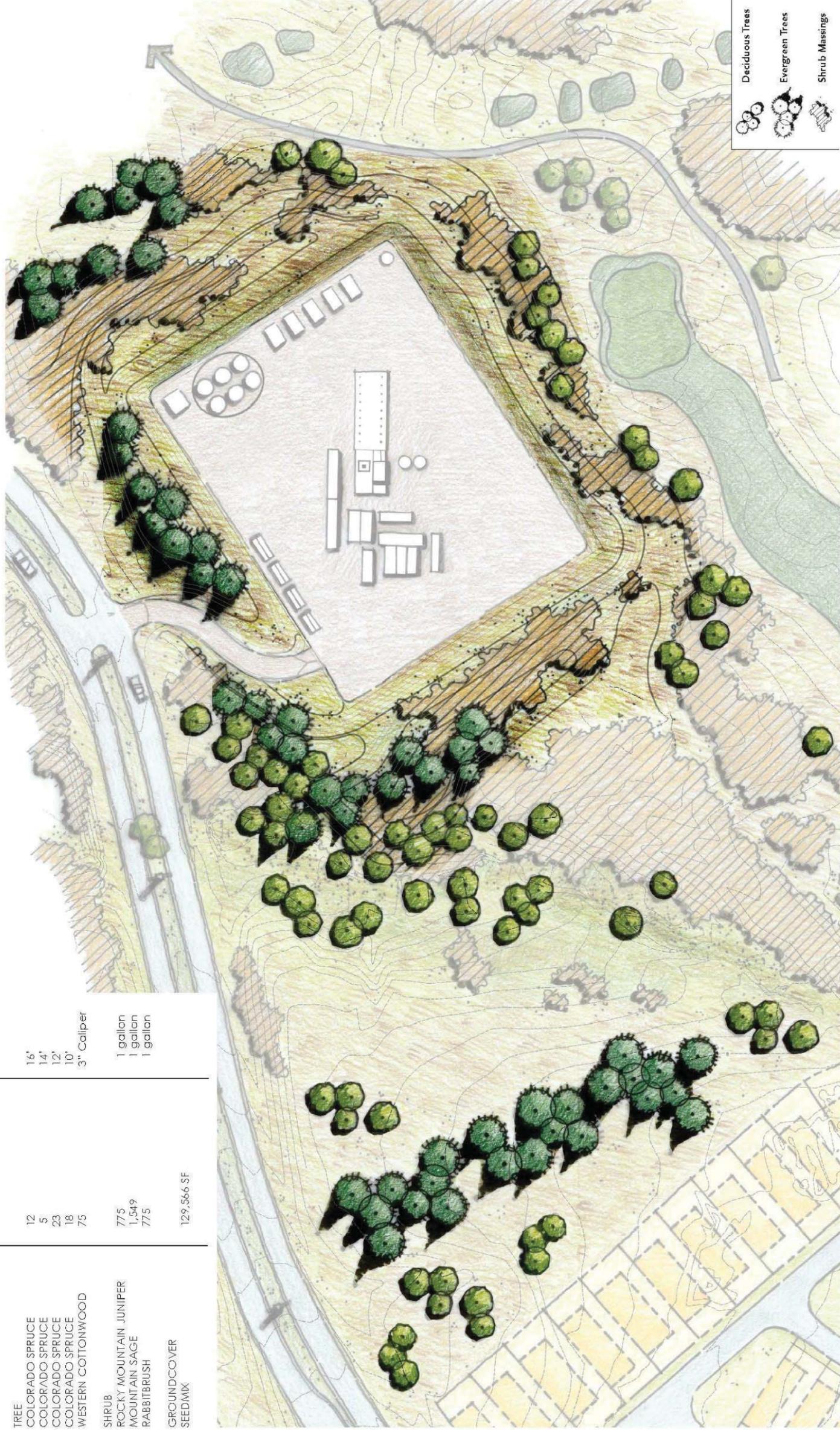
A temporary sediment barrier constructed of posts, straws, and fabric. The fabric is placed across or near the toe of a slope or in a minor drainage way to intercept and detain sediment and decrease flow velocities from drainage areas of limited size; applicable where sheet and rill or small concentrated flows may be a problem.

A temporary sediment barrier composed of matted straw rolls placed parallel with grade of slope to intercept and detain flow to allow sediment to settle; for low flow velocities where sheet and rill erosion potential is low. Install to manufacturer specs.

Apply to all newly cut/fill slopes steeper than 4:1 or as shown on plans. Mix to state standards.

PLANT TYPE QUANTITY SIZE

TREE	12	16'
COLORADO SPRUCE	5	14'
COLORADO SPRUCE	23	12'
COLORADO SPRUCE	18	10'
COLORADO SPRUCE	75	3" Caliper
WESTERN COTTONWOOD		
SHRUB	775	1 gallon
ROCKY MOUNTAIN JUNIPER	1,549	1 gallon
MOUNTAIN SAGE	775	1 gallon
RABBITBRUSH		
GROUND COVER	129,566 SF	
SEEDMIX		



Deciduous Trees
Evergreen Trees
Shrub Massings



10/15/08 PLANTING PLAN: PAD M

DESIGNWORKSHOP

**PRELIMINARY
NOT
FOR
CONSTRUCTION**



SCHMUESER GORDON MEYER
118 W. 6TH STREET, SUITE 200, BLDG 1801
DENVER, CO 80202
(303) 733-9445 FAX (303) 945-9948
ASPEN, COLORADO (970) 925-9727
CRESTED BUTTE, CO (970) 349-5355

*Antero Resources Pad M
Battlement Mesa P.U.D.*

*M.L.U.I.R.
Design Workshop
Planting Plan*

Job No. 2006-479.025	Exhibit E
Drawn by: DCS	
Date: Sept 15, 2011	
CC: PE:	M4
File: DSM Layouts Pad M	

Site Plan

Antero Resources Pad F
 Located in the SE 1/4 Section 17,
 SW 1/4 Section 16
 Township 7 South
 Range 95 West of the 6th P.M.
 Battlement Mesa P.U.D.
 Garfield County, Colorado

EXHIBIT B
12-27-16

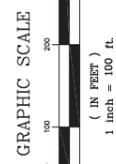
Notes:

- Pad F Site Easement Legal Description
- A parcel of land located within the Battlement Mesa Planned Unit Development (hereinafter referred to as P.U.D.) as described in that document recorded as Reception No. 333476 in Garfield County Records (hereinafter referred to as G.C.R.) and amended by unrecorded Resolution No. 82-138 dated 21 June, 1982, said parcel also lies within the SE 1/4 of Section 17, and SW 1/4 Section 16, Township 7 South, Range 95 West, of the 6th Principal Meridian, Garfield County, Colorado, more particularly described as follows:

COMMENCING at the most northeasterly corner of the said P.U.D., being the Point of Beginning of the legal description contained in said Reception No. 333476 also being the East Quarter Corner of Section 5, Township 7 South, Range 95 West, of the 6th Principal Meridian, from which the Southeast corner of said Section 5 bears S 007°15'43" W a distance of 2605.35 feet (Basis of Bearings for this description); THENCE S 032°28'51" W for a distance of 13013.97 feet to the POINT OF BEGINNING;

THENCE N 27°56'24" E for a distance of 324.43 feet to a point;
 THENCE N 78°52'17" E for a distance of 164.63 feet to a point;
 THENCE N 00°00'00" W for a distance of 171.33 feet to a point;
 THENCE N 90°00'00" E for a distance of 327.89 feet to a point;
 THENCE N 00°15'59" E for a distance of 452.83 feet to a point;
 THENCE S 87°54'00" E for a distance of 1137.59 feet to a point;
 THENCE S 07°00'00" E for a distance of 573.34 feet to a point;
 THENCE S 00°12'16" W for a distance of 72.81 feet to a point;
 THENCE S 89°52'54" W for a distance of 125.72 feet to a point;
 THENCE S 82°03'12" W for a distance of 310.54 feet to a point;
 THENCE S 89°52'54" W for a distance of 505.23 feet to a point;
 THENCE S 75°29'11" W for a distance of 66.71 feet to a point;
 THENCE S 23°33'19" W for a distance of 79.47 feet to a point;
 THENCE S 49°06'42" W for a distance of 192.19 feet to the POINT OF BEGINNING.
 Said parcel contains 21.25 acres more or less.

- Applicant: Antero Resources, 1625 17th St., Denver, Colorado 80202
- Basis of Bearings: S 007°15'43" W a distance of 2605.35 feet between the East 1/4 Corner of the South Quarter Corner of Section 5, Township 7 South, Range 95 West, of the 6th Principal Meridian.
- Contours and improvement information shown hereon is from the photogrammetry dated October 2005 by Aerometrics. The Vertical Datum of said contours is NAVD 29, the contour interval is 2 feet.
- Proposed Pad F falls within a Planned Unit Development zone district.
- Proposed grading and structures shown hereon are from current SCM designs.
- There are no buildings or structures on the subject property that will affect this development. Ground cover vegetation is native grasses and sagebrush.
- See Sheet 3 for detailed view of Well Pad & Typical Elevation Sections.
- The proposed Produced Water Treatment System for the Well Pads in this Major Impact Review application is shown hereon. The water will be recycled in the Proposed Pipeline shown hereon. Fresh water supply is to be determined.
- Pump and haul facilities will be provided for Sanitary Waste.



Surveyor's Certificate:
 I, Elwood Barry Giles, being a Registered Land Surveyor in the State of Colorado, do hereby certify that this Site Plan was made under my supervision and is true and correct to the best of my belief and knowledge.

Elwood Barry Giles
 L.S. 3684
 Date: Sept. 15, 2011



NOTES:
 1) THIS EXHIBIT NOT YET IN FINAL FORM. ALL SITE SPECIFIC DETAILS INCLUDING BUT NOT LIMITED TO LANDSCAPE DESIGN, VIEWSHED MITIGATION, SOUND WALL DESIGN, PROPOSED GRADING, DETAILED SITE PLAN, ETC., TO BE COMPLETED AND MUTUALLY AGREED UPON PRIOR TO BEING DEEMED COMPLETE AND PRIOR TO ANY SUBMITTAL.
 2) HIGHLIGHTED BOX REPRESENTS THE PROPOSED REVISED PAD SIZE AS REVISED.

<p>SCHMUESER GORDON MEYER ENGINEERS SURVEYORS</p>		<p>Antero Resources Pad F Battlement Mesa P.U.D.</p>		<p>M.L.U.I.R. Site Plan</p>		<p>Exhibit E</p>	
<p>118 W. 6TH STREET, SUITE 200 GLENWOOD SPRINGS, COLORADO 81601 (970) 945-1004 FAX (970) 945-5948 ASPEN, COLORADO (970) 925-6727 GUNNISON, CO (970) 641-5355</p>		<p>Job No. 2006-479.027</p>		<p>Drawn by: reb</p>		<p>Date: Sept 15, 2011</p>	
<p>REVISION</p>		<p>DATE</p>		<p>BY</p>		<p>File: easement_description_BM-F-1.dwg</p>	
<p>1 updated easement and page numbering</p>		<p>5mg/2011</p>		<p>reb</p>		<p>F2</p>	
<p>2 correct easement linework</p>		<p>12sept11</p>		<p>reb</p>		<p></p>	

IN WITNESS WHEREOF, this Third Amendment to Surface Use Agreement is executed this 30th day of December, 2016, but made effective for all purposes as of the Effective Date.

Owner:

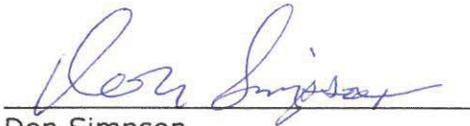
Battlement Mesa Partners, LLC, Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK-3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK-5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK-6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC.


Eric Schmela
Authorized Agent

12-30-16

Operator:

URSA PICEANCE LLC


Don Simpson
Vice President Business Development