

## 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 2nd 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

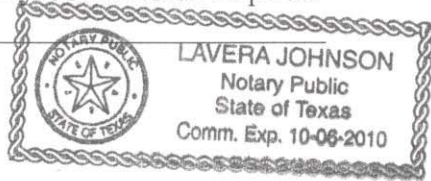


My Commission Expires 09/21/2012

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

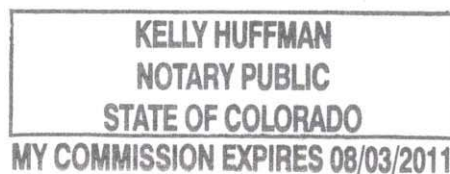
STATE OF COLORADO   §  
                                  §  
COUNTY OF DENVER   §

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> 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 669.79 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°02'26" 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 14°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 63°31'18" 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 34°13'25" East 511.69 feet;  
 North 24°54'46" East 241.07 feet;  
 North 14°40'02" East 996.76 feet;  
 North 04°23'25" West 274.60 feet;  
 North 68°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;



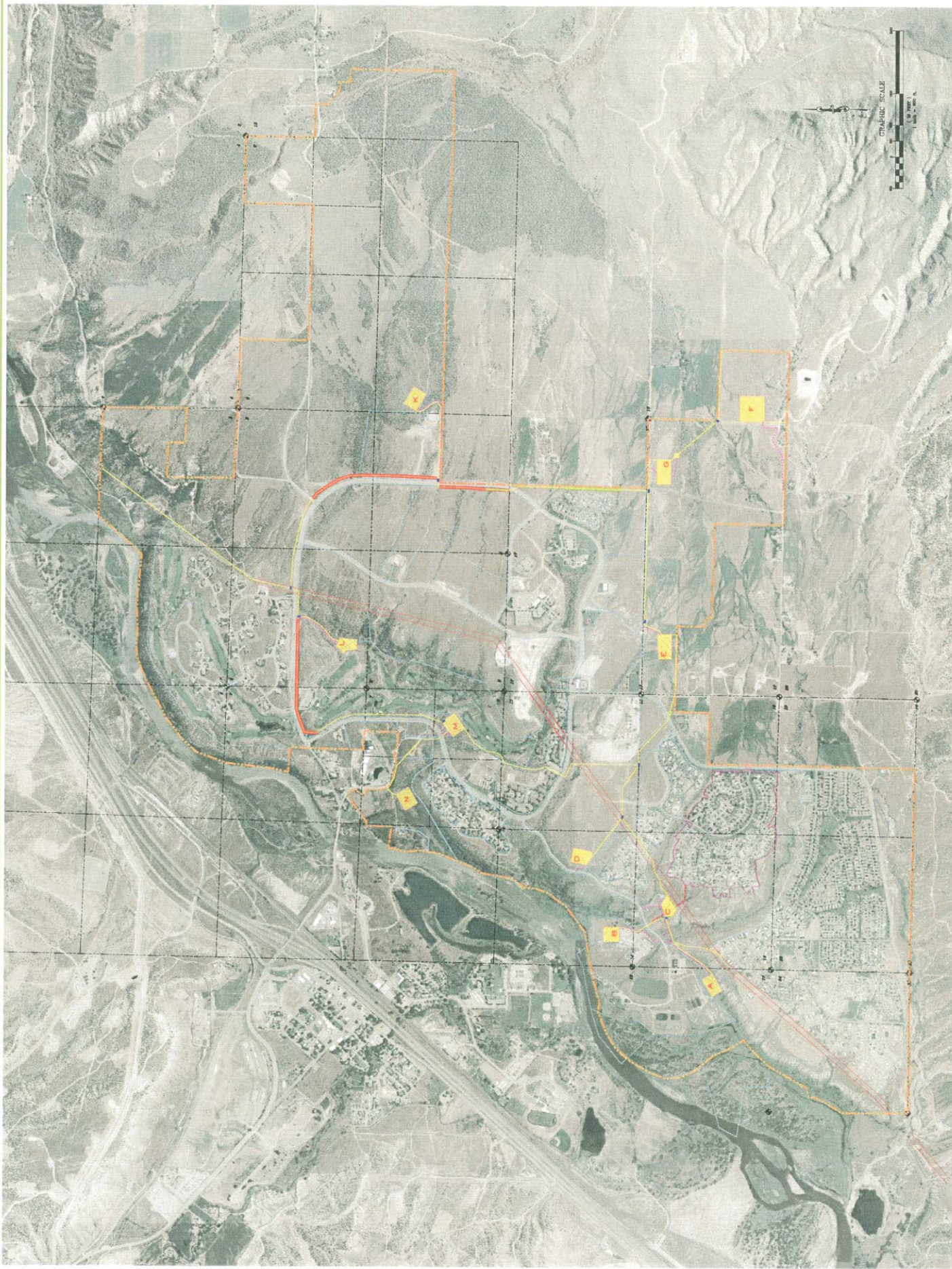


Exhibit B

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

(Plat follows)





**LEGEND**

- Well Pad
- Pipeline
- Right of Way
- Water
- Highway
- Other

**SCHMUESE | DODSON | MEYER**  
CONSULTANTS & ENGINEERS

**SCHMUESE CORDON MEYER**  
118 W. 4TH STREET, SUITE 200  
ARAPAHO, COLORADO 80501  
970.935.1004 FAX 970.935.9448  
CREATED BY: CO 970.346.5335

**Battlement Mesa PUD**  
Well Pads & Pipelines

**Exhibit B to**  
Surface Use  
Agreement

2004-09-03  
1/20/09  
1 of 1



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

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**Wellsite Location D**  
Specific Operational Requirements

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**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.

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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.

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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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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  
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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:

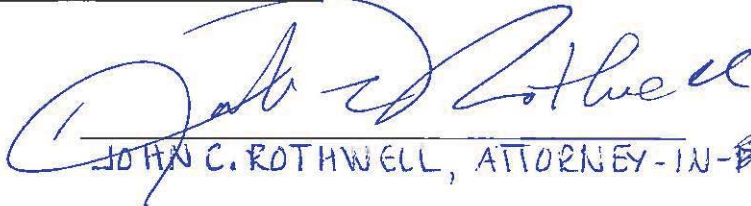
  
Brian A. Kuhn  
Vice President

BAK

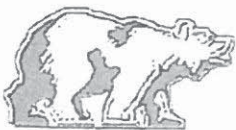


**EXXONMOBIL OIL CORPORATION:**

By:  
Title:

  
JOHN C. ROTHWELL, ATTORNEY-IN-FACT





# Ursa Operating Company LLC

1050 17<sup>th</sup> 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

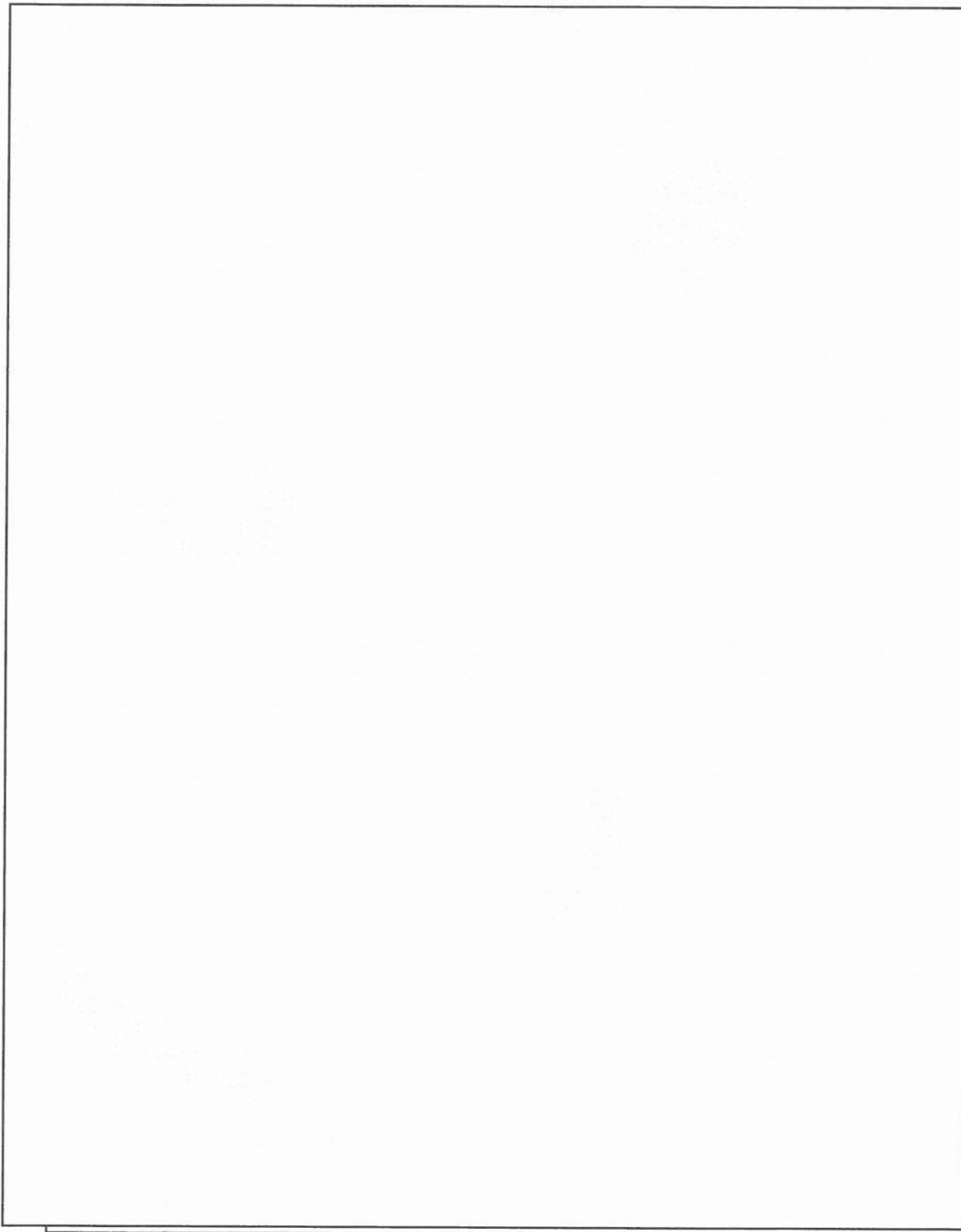
Dear Messrs. Gitlitz and Schmela,

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.

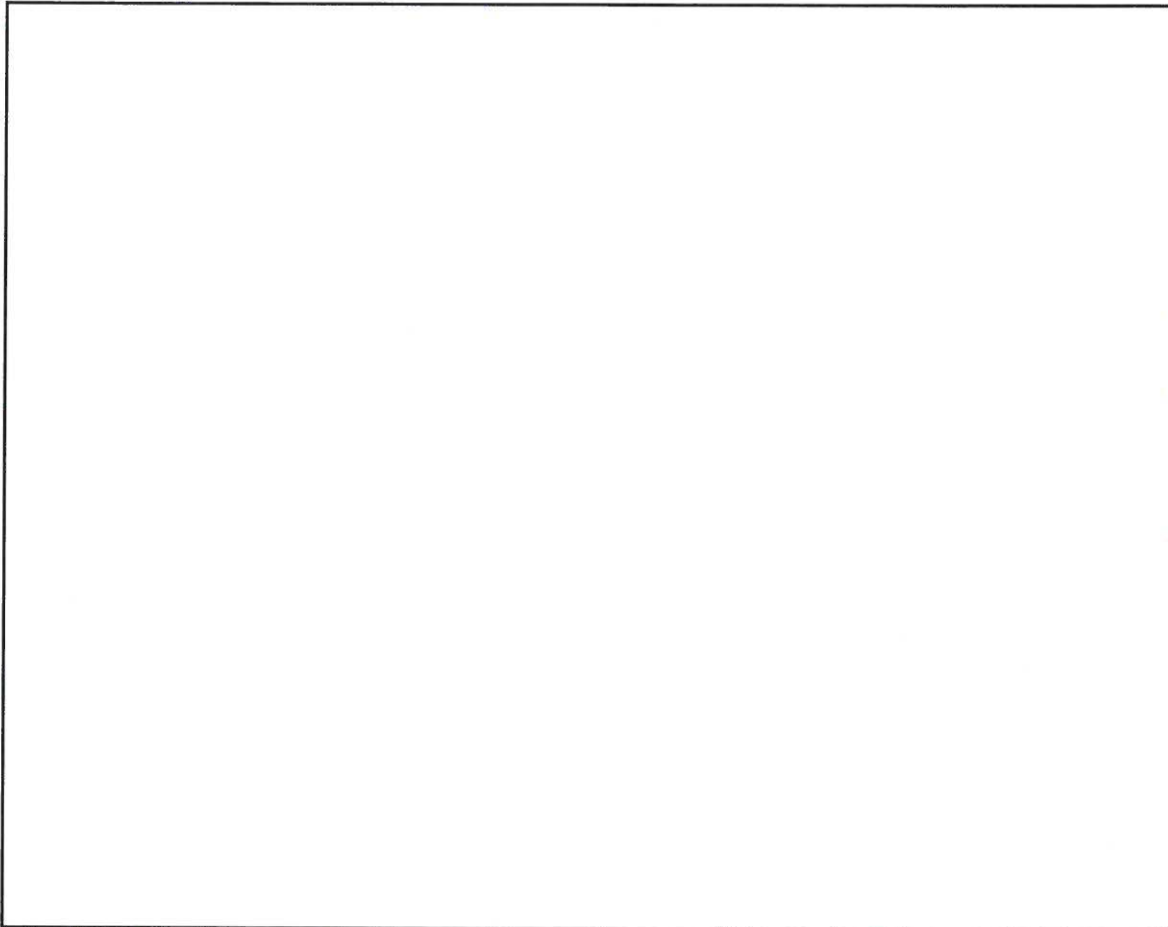
1. Notwithstanding anything to the contrary in the SUA, Owner and Operator hereby agree to revise and amend the SUA as follows:
  - a) Operator agrees to relinquish certain portions of the pipeline easement cited in the SUA as same are more fully described on Exhibit A attached hereto and made part hereof 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



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

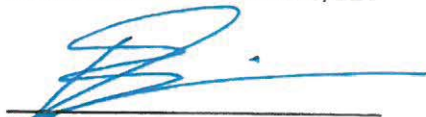


Letter Agreement  
Battlement Mesa Partners LLC  
April 1, 2015  
Page 4 of 4

Chief Operating Officer  
720.508.8360 direct  
sskinner@ursaresources.com

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

BATTLEMENT MESA PARTNERS, LLC



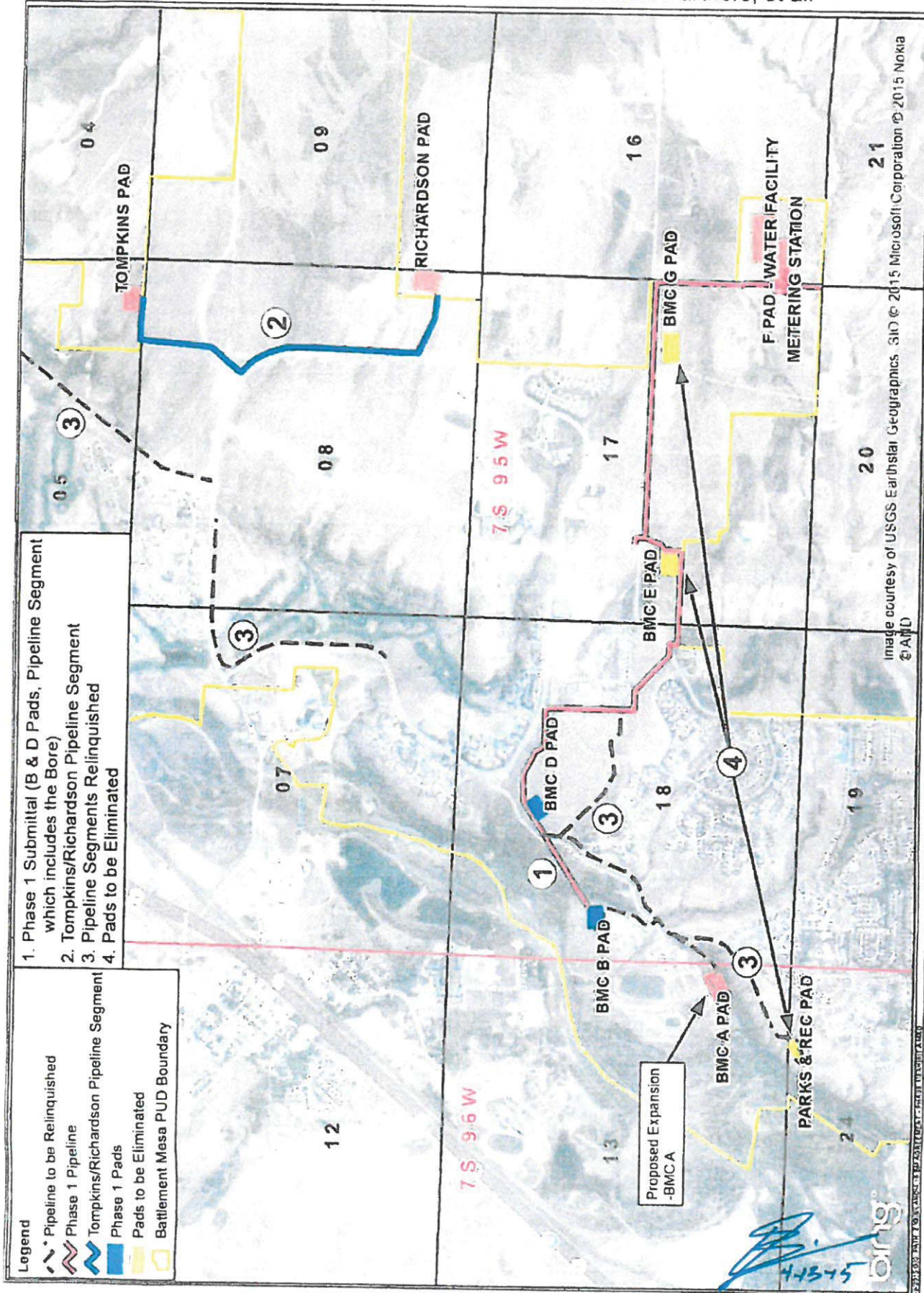
---

Eric Schmela  
Authorized Agent



# EXHIBIT A

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



<p><b>EXHIBIT</b></p> <p><b>A</b></p> <p>1 inch = 2,000 feet</p> <p>0 1,000 2,000 Feet</p>	<p><b>Battlement Mesa PUD</b></p> <p><b>PHASE 1 &amp; TOMPKINS/RICHARDSON PIPELINE SEGMENT</b></p> <p><b>URSA OPERATING COMPANY, LLC</b></p>	<p><b>Ursa</b></p> <p><b>OPERATING COMPANY</b></p> <p>1050 17th Street Suite 2400 Denver, CO 80265 (720) 508-8350</p>
--	--	---

EXHIBIT B

Attached to that certain Letter Agreement dated April 15, 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.

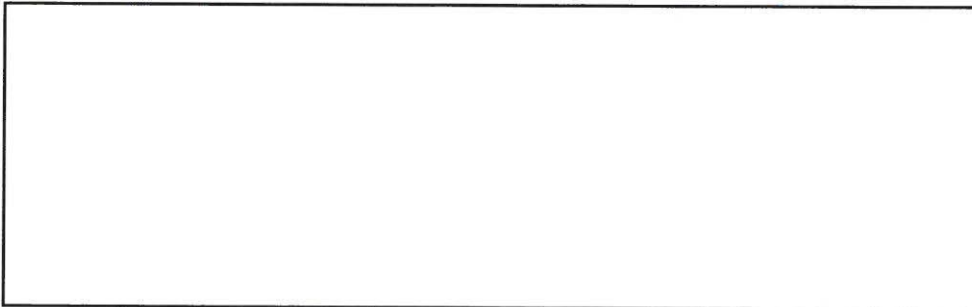
WHEREAS, such pipeline and other facilities ("FACILITIES") shall include, but not necessarily be limited to, one twelve inch, SDR 11 polyethylene lined (S) from BMMD's water system, at a point to be determined by BMMD extending up and across that pipeline corridor depicted in Exhibit A and B (hereafter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

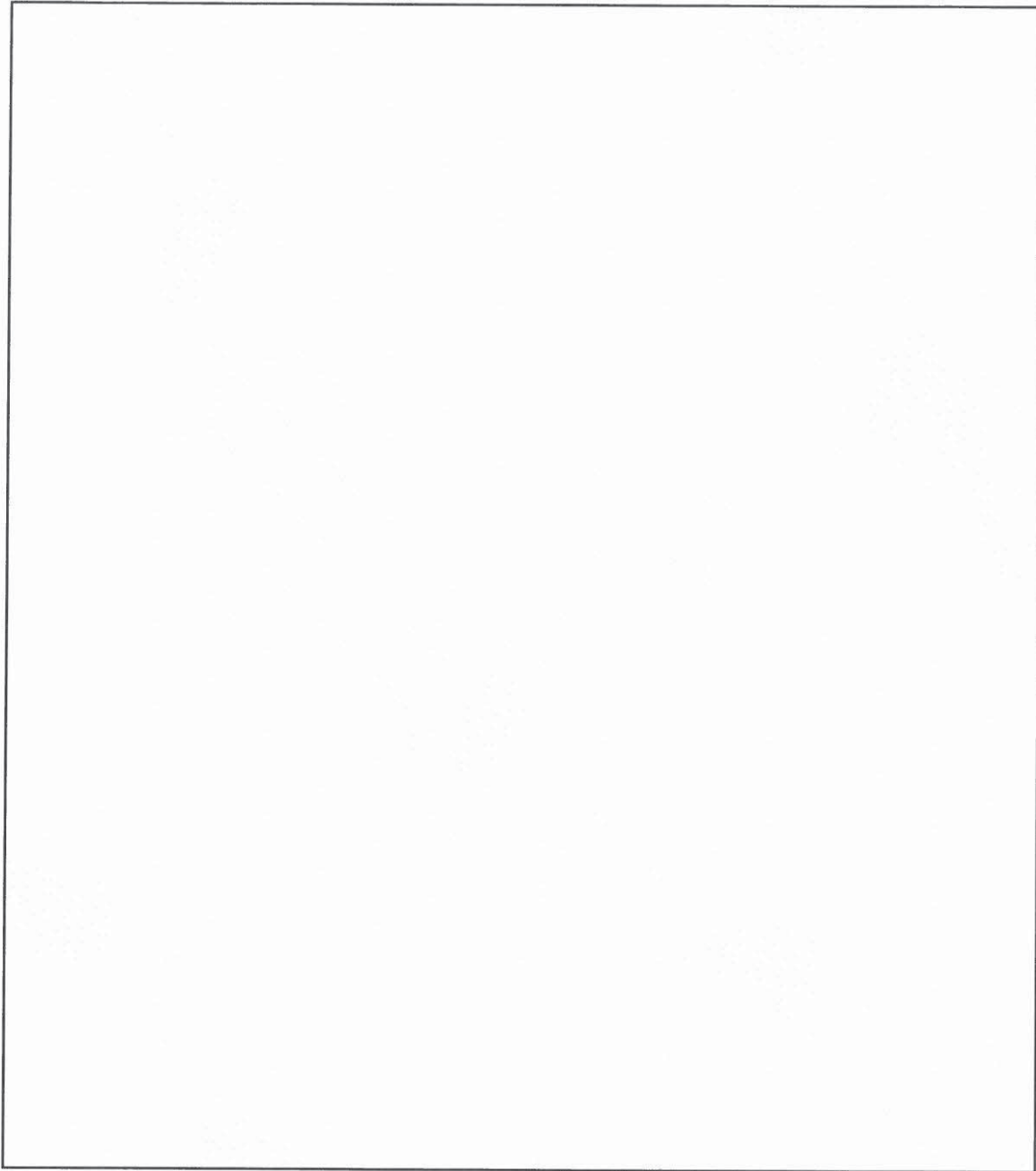
AGREEMENT

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.

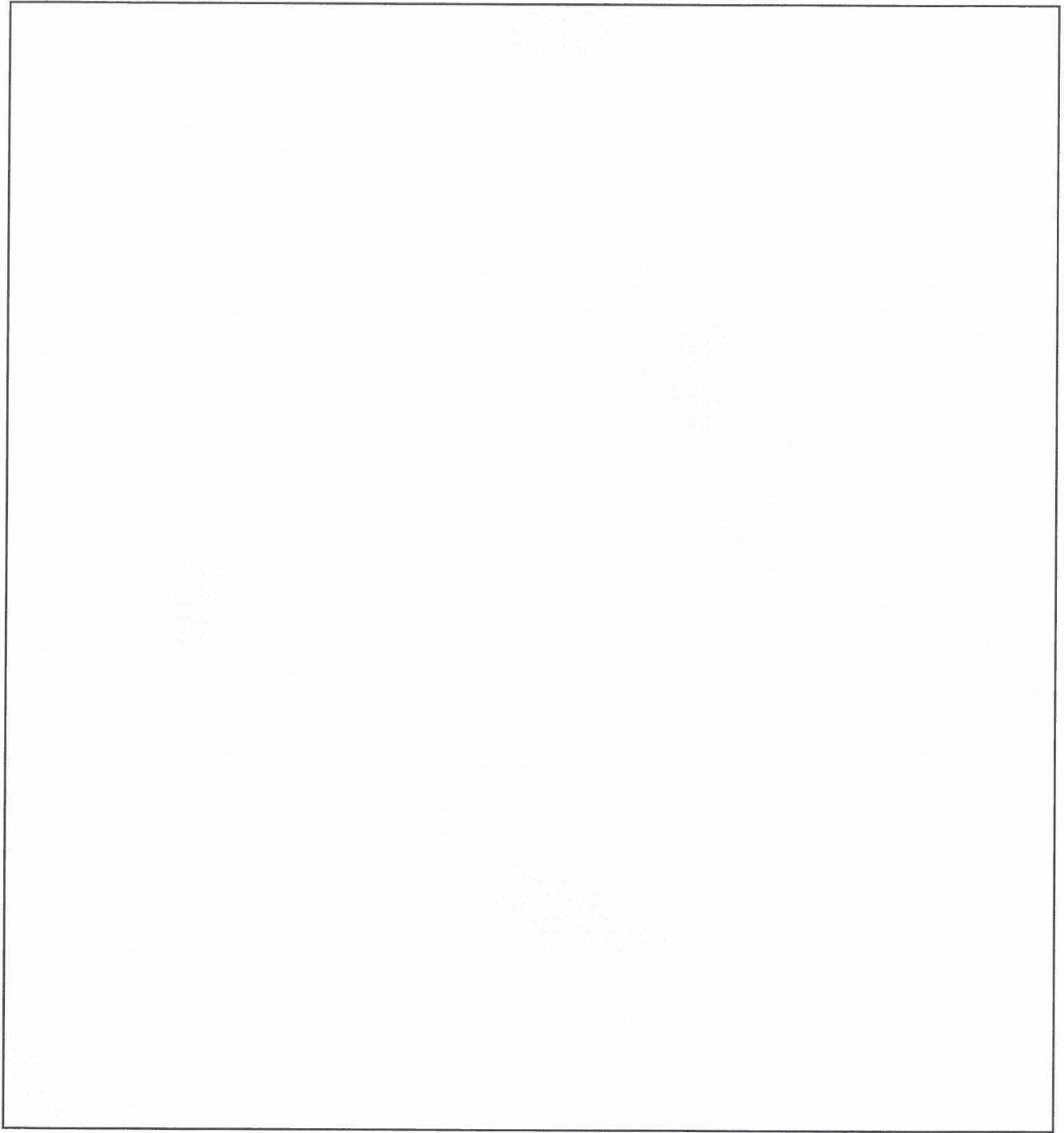


*[Handwritten signature]*





7. Recording. This Agreement shall not be recorded.





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 17<sup>th</sup> 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 17<sup>th</sup> 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: 

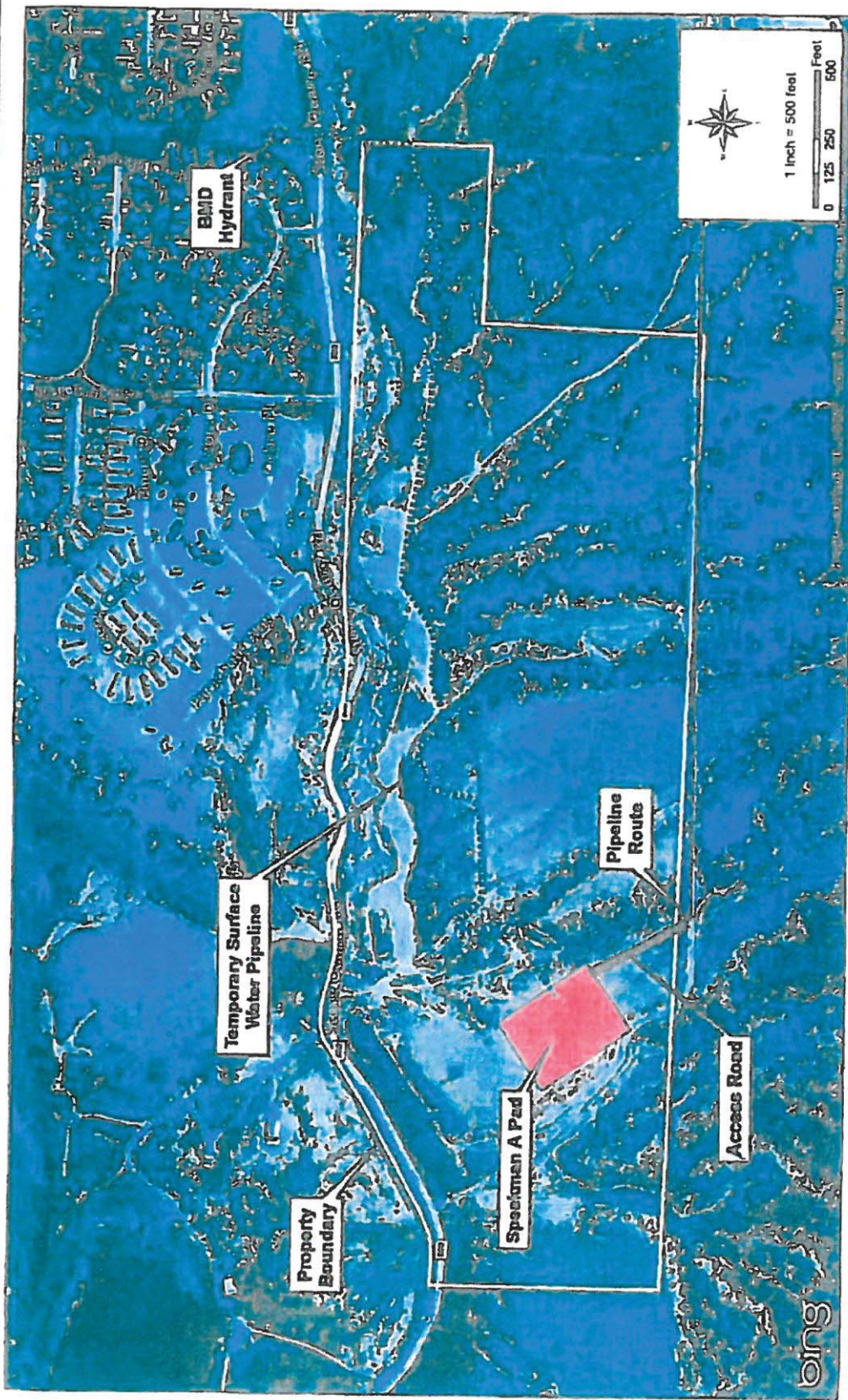
Title: Manager

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\BIA Service Association Easement\Agreement.mxd

**Ursa**  
 OPERATING COMPANY  
 1050 17th Street Suite 2400  
 Denver, CO 80202  
 (720) 508-8350

Garfield County, Colorado

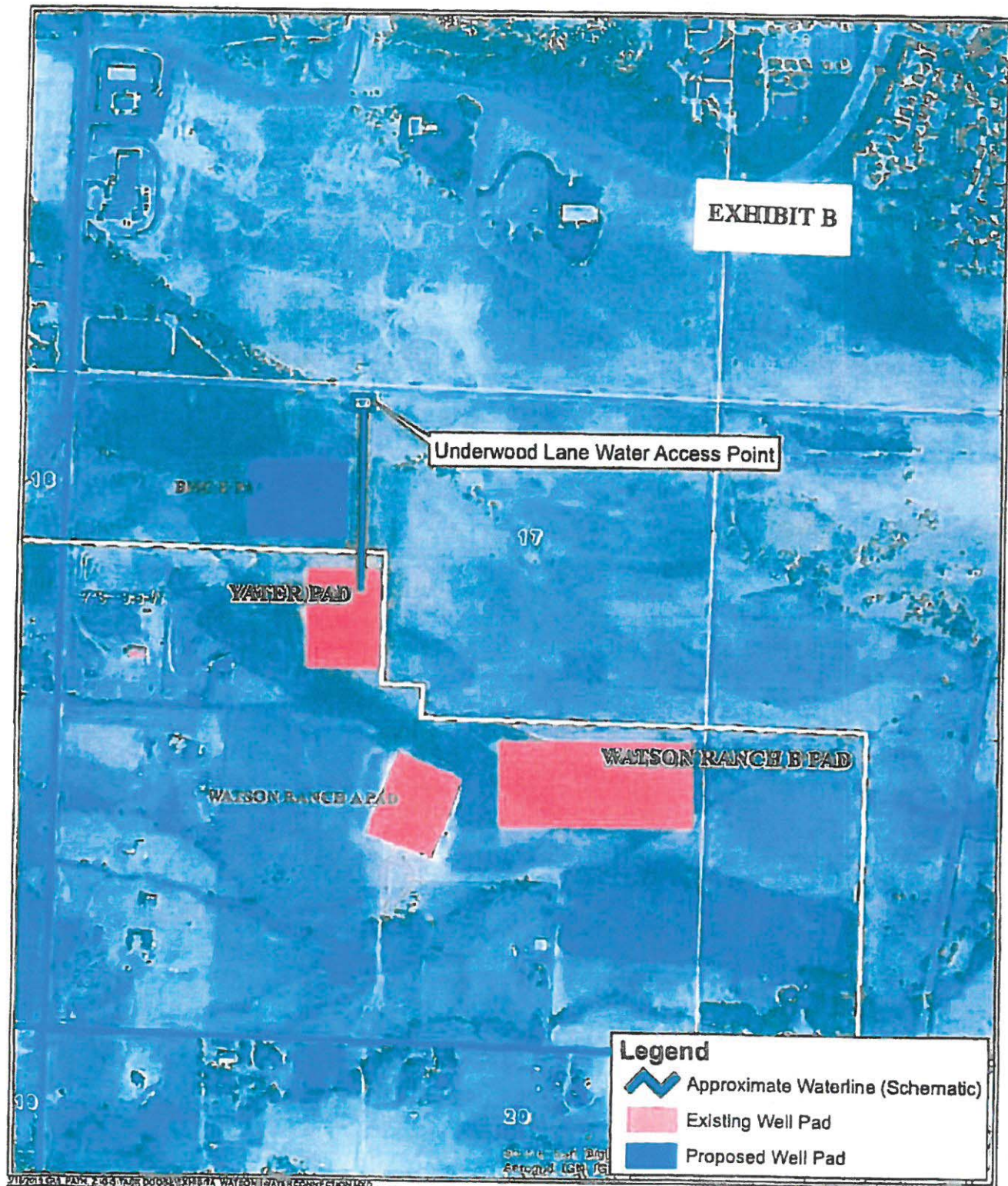
# **Temporary Easement**

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

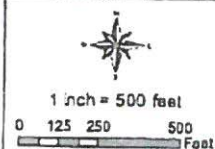
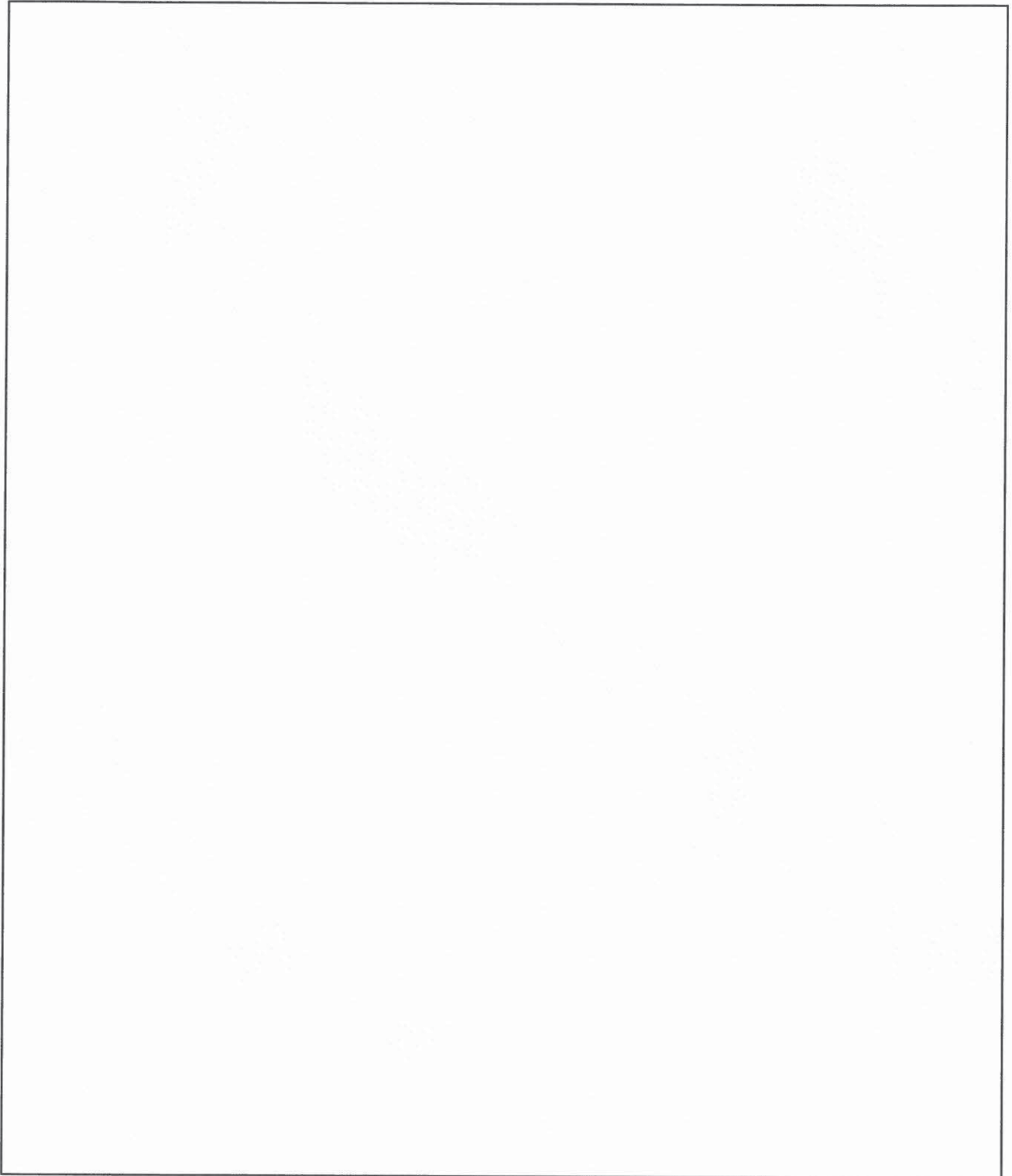




Exhibit C



### **THIRD AMENDMENT TO SURFACE USE AGREEMENT**

This Third Amendment to Surface Use Agreement ("Third Amendment") is made effective for all purposes on the 30<sup>th</sup> 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**

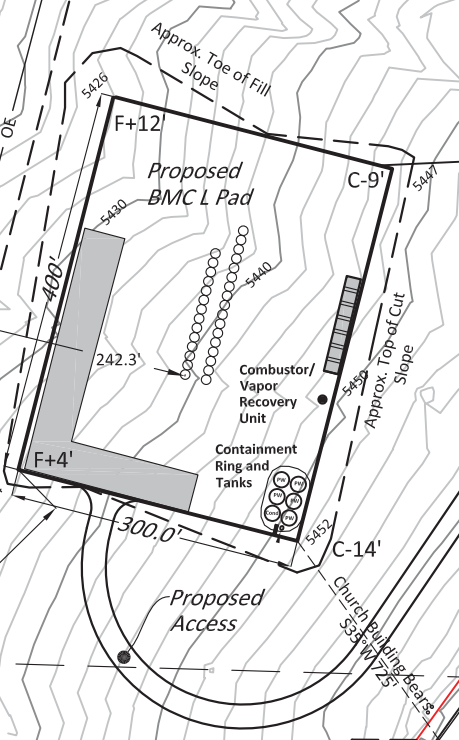
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Don Simpson  
Vice President Business Development

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

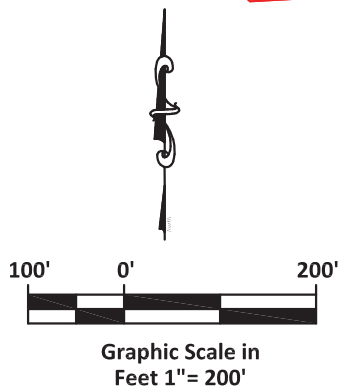
**Parcel 1  
57.68 Acres ±  
Reception#740449**

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



**Ursa** | OPERATING COMPANY

Project: - RVS 06001-58L

Field Date: 09-17-16

Date: 11-02-16

Rev:

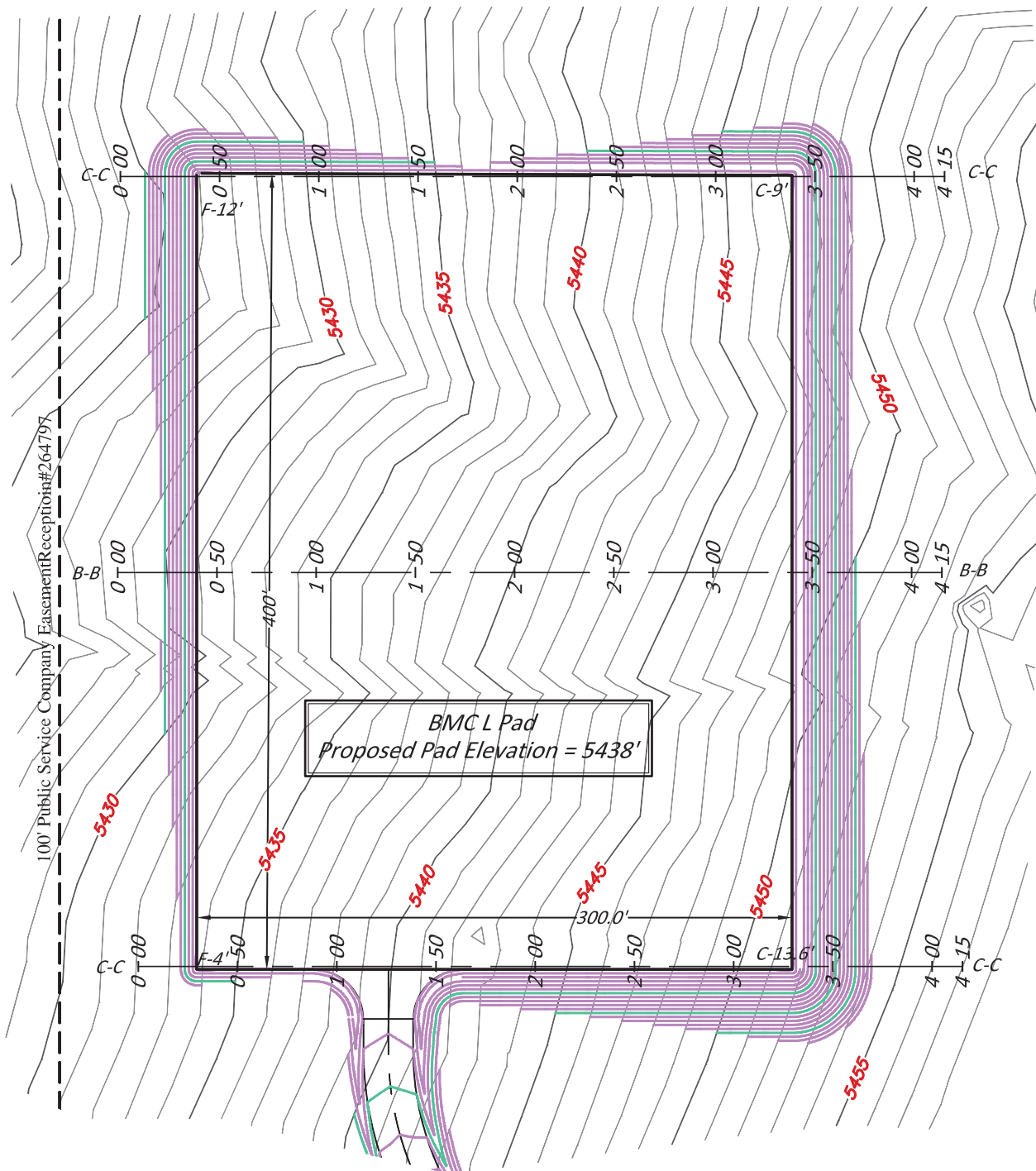
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Sheet: 1 of 1

By:

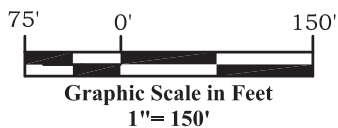
**Site Plan**  
**Battlement Mesa L Pad**  
**Battlement Mesa Land Investments Parcel**  
**Section 8, Township 7 South, Range 95 West**





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



**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

Date: 10-31-16

Rev: SEA

Scale: 1" = 150'

Sheet: 1 of 3

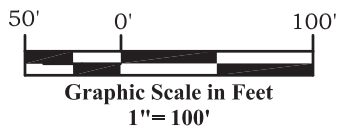
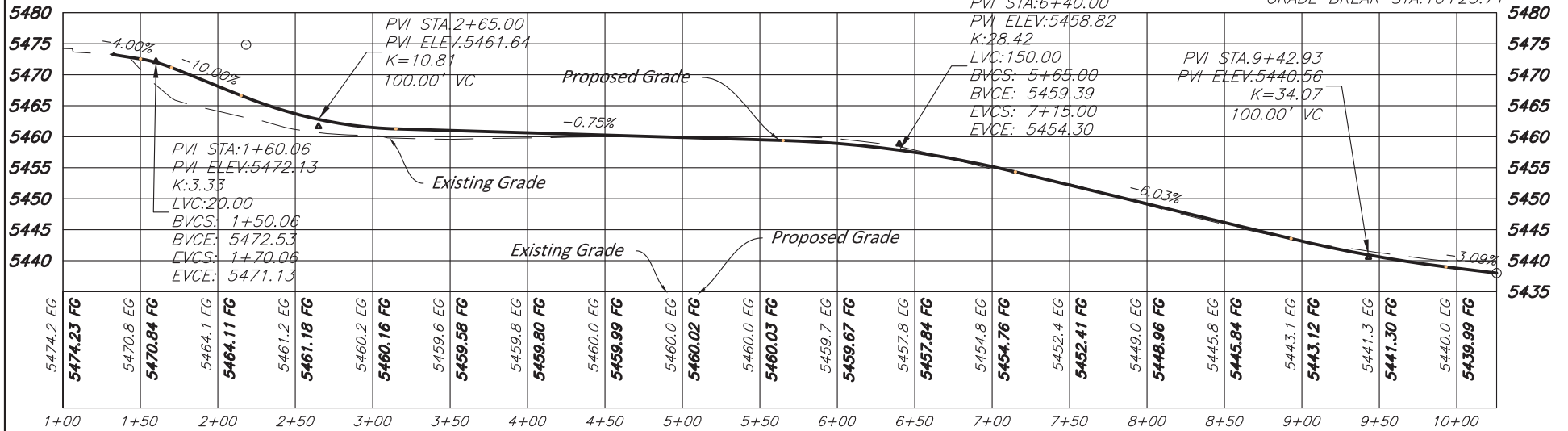
By: TJK

## 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



**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

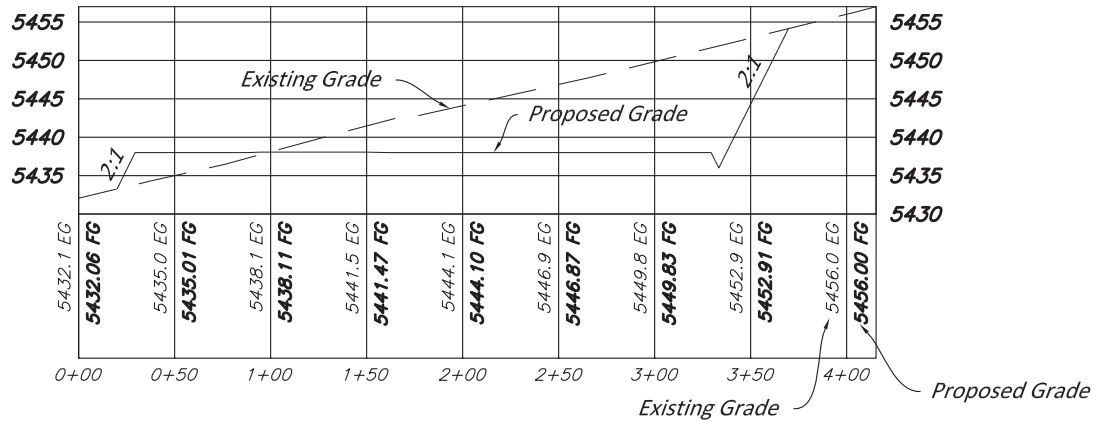
Scale: 1" = 100'

Sheet: 2 of 3

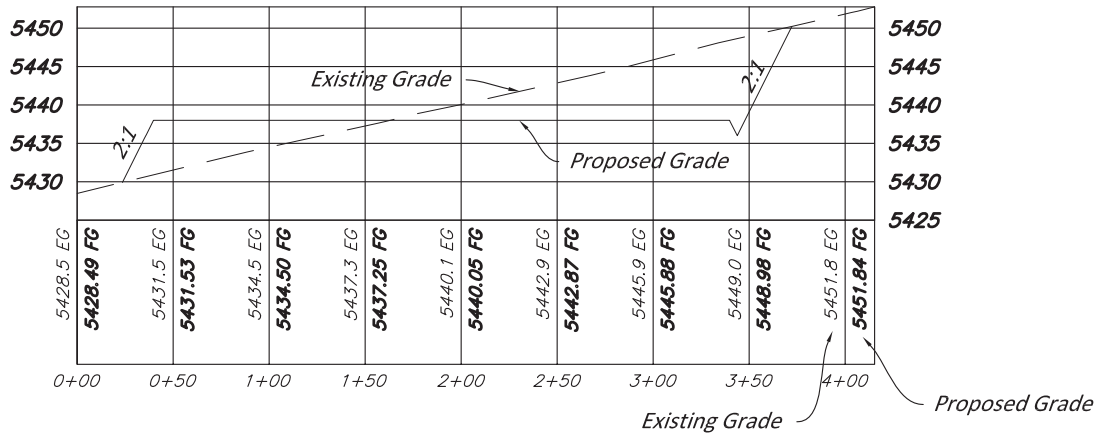


**Ursa** OPERATING COMPANY

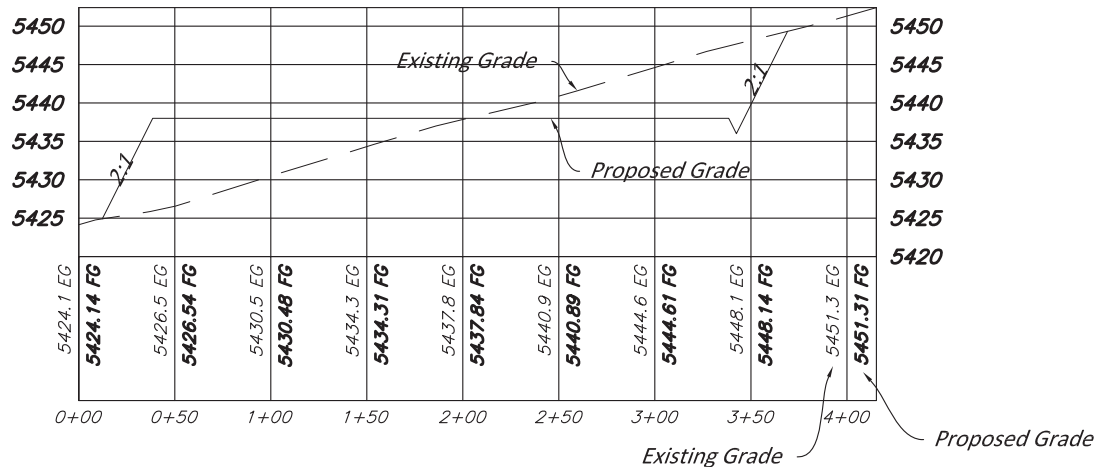
**Form 2A - Attachment I**  
**BMC L - Pad**  
**Construction Layout Drawing**  
Section 8, Township 7 South, Range 95 West



Section A-A



Section B-B



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**

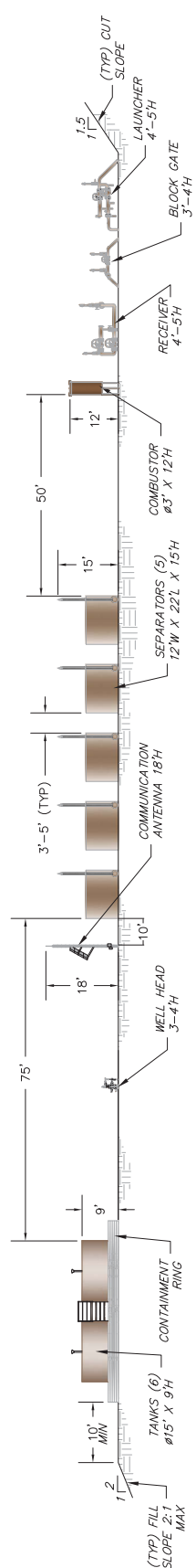
**Construction Layout Drawing**

**Section 8, Township 7 South, Range 95 West**

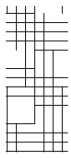
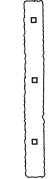
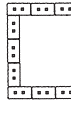
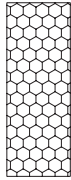








## TYPICAL FACILITIES SECTION



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 anchored straw bales places 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.

The 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 around a storm drain or culvert inlet that reduces the sediment from entering the drainage systems prior to permanent stabilization of the disturbed areas.

A temporary sediment barrier constructed of posts, filter fabric and, in some cases, a wire support fence, 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 netted 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*

# Site Plan

PRELIMINARY  
NOT  
FOR  
CONSTRUCTION

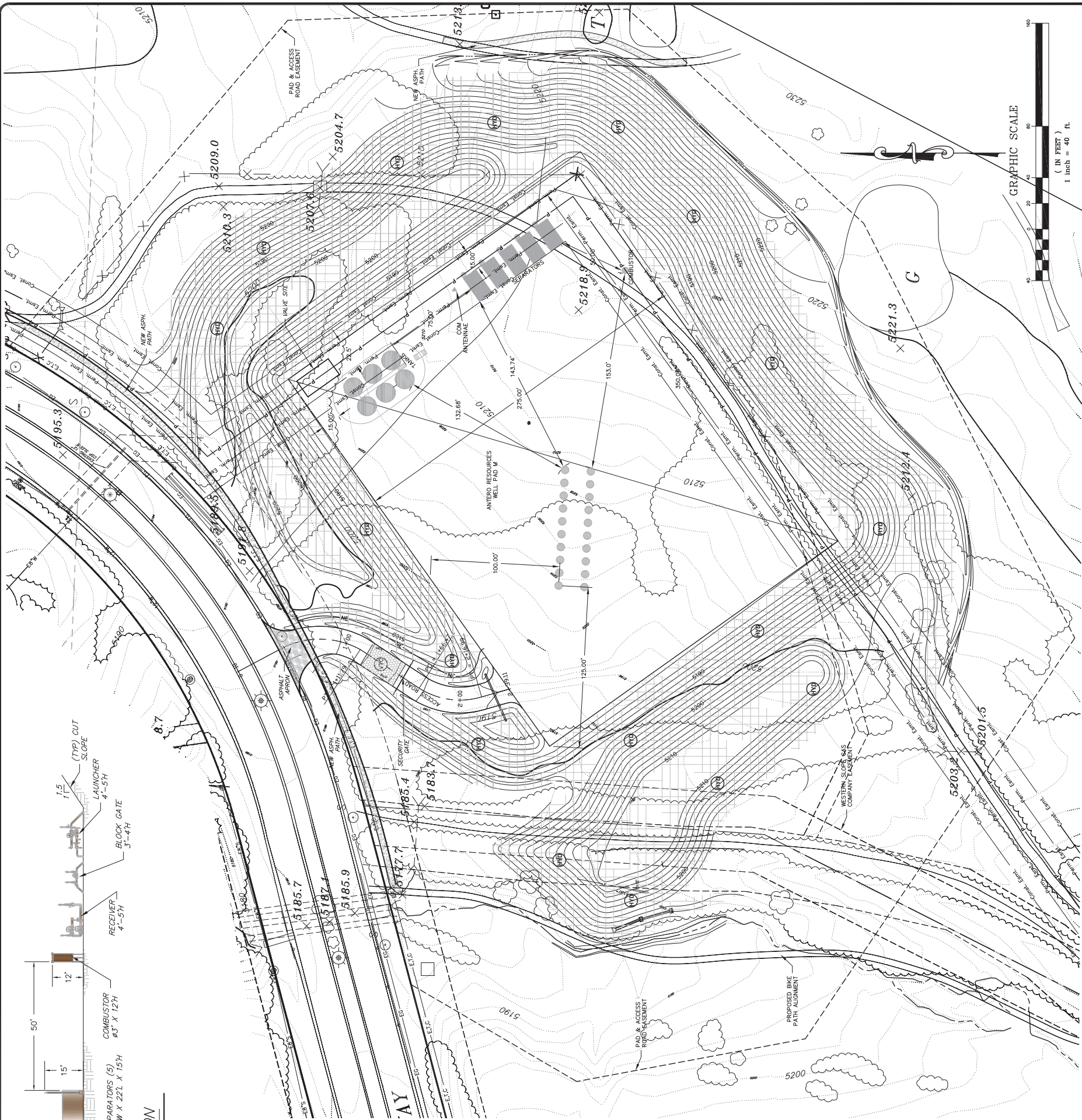


**SCHMUESER GORDON MEYER**  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-1004 FAX (970) 945-5948  
ASPEN, COLORADO (970) 925-6727  
CRESTED BUTTE, CO (970) 349-5355

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

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

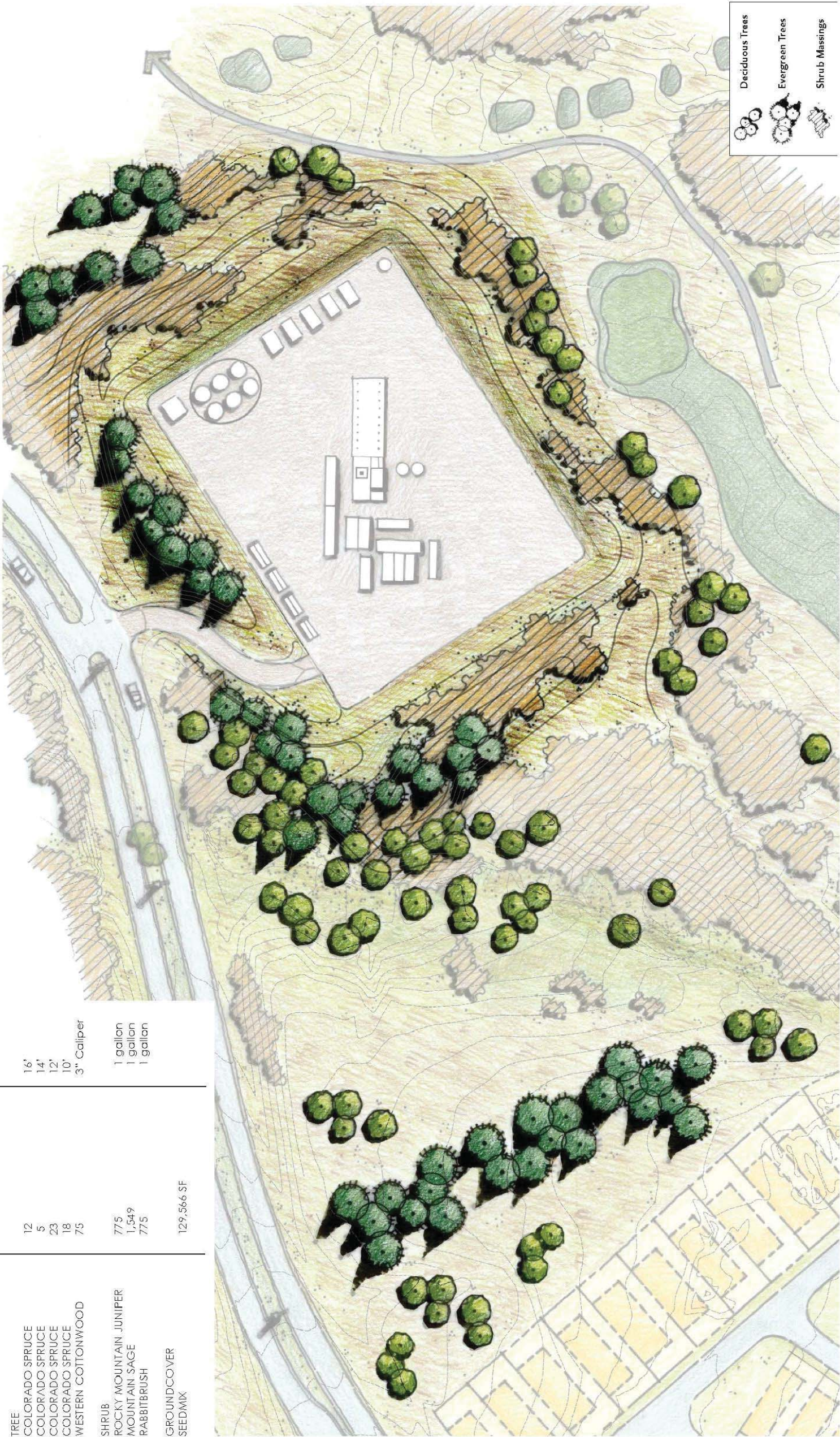
Job No.	2006-479.025
Drawn by:	DCS
Date:	Sept 15, 2011
QC:	PE:
File:	Well Pad M AM





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		
SEED MIX	129,566 SF	



BATTLEMENT MESA PARACHUTE, COLORADO

ANTERO RESOURCES

PRELIMINARY  
NOT  
FOR  
CONSTRUCTION



SCHMUESER GORDON MEYER  
118 W. 6TH STREET, SUITE 200, BLDG. 1801  
DENVER, CO 80202  
(303) 733-1000 FAX (303) 733-9948  
ASPIN, COLORADO (303) 925-3727  
CRESTED BUTTE, CO (303) 349-5355

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

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

DATE	BY	REVISION

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

Exhibit E

M4







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

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 00°15'43" W a distance of 2605.35 feet (Basis of Bearings for this description); THENCE S 03°28'51" W for a distance of 13013.97 feet to the POINT OF BEGINNING;

THENCE N 23°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 111.33 feet to a point;  
THENCE N 90°00'00" E for a distance of 322.89 feet to a point;  
THENCE N 00°16'24" E for a distance of 455.83 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 703.34 feet to a point;  
THENCE S 00°12'16" W for a distance of 72.81 feet to a point;  
THENCE S 82°03'12" W for a distance of 125.72 feet to a point;  
THENCE S 89°52'54" W for a distance of 310.54 feet to a point;  
THENCE S 75°29'11" W for a distance of 505.23 feet to a point;  
THENCE S 23°33'19" W for a distance of 66.71 feet to a point;  
THENCE S 49°06'42" W for a distance of 192.19 feet to a point;  
Said parcel contains 21.25 acres more or less.

— Applicant: Antero Resources, 1625 17th St., Denver, Colorado 80202

— Basis of Bearings: S 00°15'43" W a distance of 2605.35 feet between the East 1/4 Corner of the South 1/4 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.

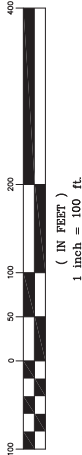
— The proposed Produced Water Treatment System for the Well Pads in this Major Impact Review application is shown hereon. The water will be cycled in the Proposed Pipeline shown hereon. Fresh water supply is to be determined.

— Pump and haul facilities will be provided for Sanitary Waste.

EXHIBIT B  
12-27-16



GRAPHIC SCALE



Surveyor's Certificate:

I, Elwood Barry Giles, being a Registered Professional 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. 38866 Date: 12 Sept. 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.



SCHMUESER | GORDON | MEYER  
ENGINEERS | SURVEYORS

SCHMUESER GORDON MEYER  
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

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

NUM-BER	REVISION	DATE	BY
1	updated easement and page numbering	5mg2011	reb
2	correct easement linework	12sept11	reb

Exhibit E  
Job No. 2006-479.027  
Drawn by: reb  
Date: Sept 15, 2011  
Approved:  
File: easement description-BM-1.dwg

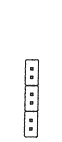
F2



VTC



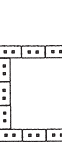
STB



OP



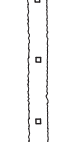
IP



SF



SW



HYD



VEHICLE TRACKING PAD

STRAW EROSION BALES

OUTLET PROTECTION

INLET PROTECTION

SILT FENCE

STRAW WATTLE

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 anchored straw bales placed across or at the toe of a slope to intercept and detain sediment and decrease flow velocity. This barrier is applicable where sheet and rill erosion potential is low.

The installation rip-rap channel sections below storm drain outlets to reduce erosion from scouring at outlets and to reduce flow velocities below these stormwater enters receiving channels below these stormwater outlets. Rip-rap to be 30" in dia. angular stone.

A sediment filter around a storm drain or culvert inlet that reduces the sediment from entering the drainage systems prior to permanent stabilization of the disturbed areas.

A temporary sediment barrier constructed of geotextile filter fabric and, in some cases, a wire support fence, placed across or near the toe of a slope or in a minor drainage way to intercept and detain sediment and debris. This barrier is applicable where sheet and rill or small concentrated flows may be a problem.

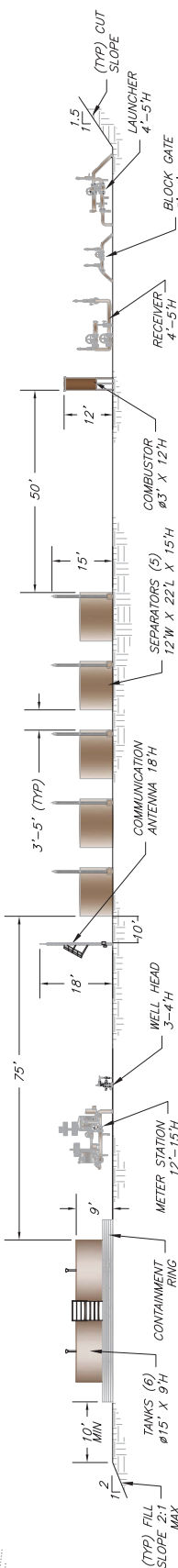
A temporary sediment barrier composed of netted straw rolls placed parallel with grade of slope to intercept and detain flow to allow sediment to settle; this barrier is applicable where sheet and rill erosion potential is low. Install to manufacturer specs.

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

## 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

### TYPICAL FACILITIES SECTION



PRELIMINARY  
NOT  
FOR  
CONSTRUCTION



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

SCHMUESER | GORDON | MEYER  
ENGINEERS | SURVEYORS

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

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

Job No. 2006-479.025  
Drawn by DCS  
Date: Sept 15, 2011  
QC: P.E.  
File: 024 Pad F.BM

Exhibit E

F3

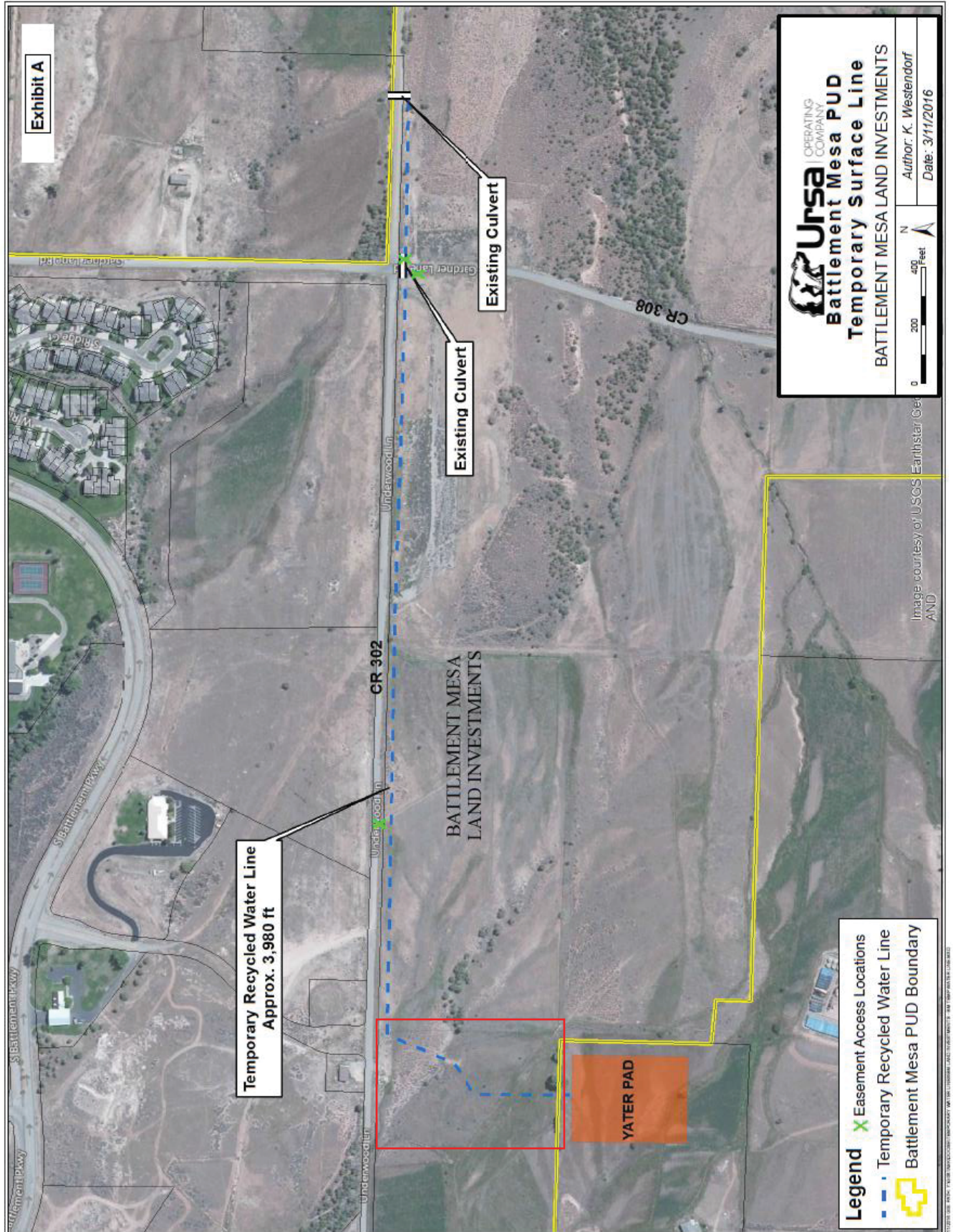






# EXHIBIT D

## 12-27-16



### 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.

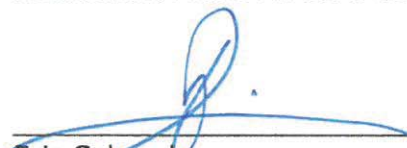
2) HIGHLIGHTED AREA DEPICTING LOCATION OF BURIED PRODUCED/RECYCLED WATER CONNECTION.



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

*Owner:*

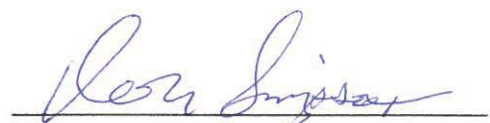
Battlement Mesa Partners, LLC, Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, 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