

SURFACE USE AGREEMENT

STATE OF COLORADO

COUNTY OF WELD

WHEREAS, Charles R. Winter, Jr. and wife Charlene J. Winter, as Joint Tenants ("GRANTORS") and Energy & Exploration Partners, LLC, a Delaware Limited Liability Corporation ("GRANTEE") are desirous of entering into a written agreement regarding the use of the surface of the lands herein described for the development of Oil & Gas. Said lands, being more particularly described as follows;

LEGAL DESCRIPTION OF LANDS:

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359.576 Acres of land, more or less situated in Weld County, state of Colorado, and being described as follows to wit:

Township 7 North, Range 66 West, 6th P.M.

<p>Tract 1 Section 24:</p>	<p>115 acres of land, more or less, being part of the South East Quarter lying East of the Union Pacific Right of Way in Section 24, Township 7 North of Range 66 West of the 6th Principal Meridian, in Weld County, Colorado, being described by metes and bounds as Lot A and Lot B in Recorded Exemption No. 070-24-4-RE1125, dated November 11, 1988 as Reception No. 2162209 and further referenced in two Warranty Deeds dated November 21, 1988 from Charles R. Winter and Eleanor J. Winter to Charles R. Winter, Jr. and Charlene J. Winter as Joint Tenants, recorded in Volume 1217 at Page 041, as Reception No. 02162883 and in Volume 1221, Page 0796 as Reception Number 02167489 in the Office of the Weld County Clerk and Recorder, Colorado.</p>
<p>Tract 2 Section 24:</p>	<p>92.576 acres of land, more or less, being the South Half of the North East Quarter and part of the North Half of the North East Quarter lying south of the Larimer and Weld Irrigation Company canal in Section 24, Township 7 North of Range 66 West of the 6th Principal Meridian, in Weld County, Colorado, being described by metes and bounds in Corrected Recorded Exemption No. 0707-24-1-RE-3582 as Recorder No. 3073849 and further referenced in a Warranty Deed dated June 5, 2003 from Corrine Sullivan-Lyman, aka Corinne Sullivan-Lyman, Shaunia Sullivan, Delbert Sullivan and Clifford Sullivan to Charles R. Winter, Jr. and Charlene J. Winter recorded as Recorder Number 3070044 in the Office of the Weld County Clerk and Recorder, Colorado.</p>
<p>Tract 3 Section 25:</p>	<p>152 acres of land, more or less, being part of the East Half of Section Twenty Five, Township Seven North of Range Sixty Six West of the Sixth Principal Meridian, in Weld County, Colorado, being described by metes and bounds in that certain Warranty Deed dated March 31, 1993 from Verna G. Anderson as to a life estate and Barry D. Anderson as to the remainder to Charles R. Winter, Jr. and Charlene Jae Winter, recorded in Volume 1379, Page 1307, as Reception No. 2329567. <u>Less And Except: 4 acres, more or less</u>, described in that certain Warranty Deed dated January 18, 1966 from Don Anderson to George Goodell and Orville R. Goodell, recorded in Volume 564, Page 70, as Reception No. 1486317. <u>Less And Except:</u> Parcels for highway described in that certain Rule And Order Dated May 21, 1976 and recorded in Volume 769, Page 173, as Recorder No. 1690979 in the Office of the Weld County Clerk and Recorder, Colorado.</p>

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged GRANTOR does lease, let, demise and convey to GRANTEE the right to enter on the lands and conduct operations for the exploration and production of Oil & Gas according to the terms and conditions as set forth below;

1. As Damages for drill site locations situated on uncultivated lands GRANTEE shall pay to GRANTOR the XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX drill site location.
2. As Damages for drill site locations situated on cultivated lands GRANTEE shall pay to GRANTOR XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX drill site location.
3. As damages for roads, GRANTEE shall pay to GRANTOR the amount of :XXXXXXXXXX
4. As damages for pipeline rights-of-way, GRANTEE shall pay to GRANTOR the amount of XXXXXXXXXXXXX
5. All drill site locations, tank batteries, roads and pipeline rights-of-way shall be placed in locations mutually agreed upon by
GRANTOR and GRANTEE, said approval shall not be unreasonably withheld by GRANTOR.
6. No Surface location shall be built within 500 feet of any existing house or permanent dwelling.
7. If, by reasons directly resulting from the operations of Grantee, there is damage to real or personal property
upon the Lands which is not associated with usual and customary operations, including, but not limited to, damage
to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways,
such damage will be repaired or replaced by Grantee, or Grantee will pay Grantor actual damages
incurred, including any consequential damage to crops.

- A. Grantee shall be responsible for any damage or subsidence to any concrete irrigation ditches, pipelines, culverts or bridges which is the result of Grantee's operations on the Lands.
- B. Grantee shall re-grade any access roads that are damaged as a result of Grantee's operations on the land. Lessee recognized that the Grantee has made special effort to ensure that the access roads adequately drain and do not retain rain or snowmelt, such that the term "damage" includes any ruts created by Lessee on the access roads.
8. Consultation. Prior to heavy equipment operations, on the wellsite, Grantee's representative will meet and consult with Grantor (or Grantee's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities.
9. Grantee Obligations. In conducting operations on the Lands, Grantee shall:
- A. Prior to heavy equipment operations, on the wellsite, Grantee's representative will meet and consult with Grantor (or Grantor's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities, and locate the wellsite, access road, flowlines, tank batteries and other associated production facilities as mutually agreed by Grantee and Grantor.
- B. Initiate drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations no earlier than October 25 in any year and complete such work, plus all reclamation work and removal of all equipment other than wellheads, flowlines and tank batteries, no later than April 1 of the following year. If Grantee fails to complete its work and vacate the wellsite by the deadline set forth in this Section, then Grantee shall be responsible for any loss or damage to in crop yield suffered by Grantor from year-to-year on the wellsite (other than the final 1/4 acre site described in Subsection (C) below), flowline sites, or access roads (other than the permanent access road(s) described in Subsection (C) below) which is the result of Grantee's operations on the Lands.
- C. Limit the size of each wellsite to approximately 350 feet by 400 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1/4 acre in size during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one-half acre in size upon completion of construction. The Access road prepared for use during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations shall be limited to approximately 30 feet in width; and shall be reclaimed and recovered by the deadline set forth in Subsection (B) immediately above. The permanent access road to the tank battery location shall be limited to 15 feet in width.
- D. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.
- E. Reclaim the wellsite and flowline sites to their original condition and topography. Grantee shall be responsible to immediately reclaim the wellsite and flowline sites in case of settling that adversely affects Grantor's flood irrigation of the Lands. If settling occurs between April 1 through October 31 of any year that adversely affects Grantor's flood irrigation and causes crop losses due to loss of irrigation, Grantee shall reimburse Grantor for such crop losses.
- F. Use keep the wellsite, tank battery site and production facilities free of dust, weeds and debris.

This agreement also covers and includes any and all lands owned or claimed by the Lessor adjacent or contiguous to the land described hereinabove, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land described above.

The provisions hereof shall extend to and be binding upon the heirs, successors and legal representatives and assigns of the parties hereto.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon the party or parties so executing, their heirs, successors and assigns, and all of which when taken together constitutes but one and the same document.

EXECUTED this 11th day of March, 2011.

CW
CW

GRANTOR(S):
Charles R. Winter Jr.
Charlene J. Winter

Charles R. Winter Jr.
Charles R. Winter, Jr.

Charlene J. Winter
Charlene J. Winter

ACKNOWLEDGMENT

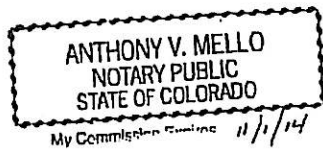
STATE OF COLORADO)

) SS.

COUNTY OF WELD)

On this 11th day of MARCH, 2011, before me personally appeared Charles R. Winter, Jr. and wife Charlene J. Winter to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that he/she/they executed the same as he/his/their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 11th day of MARCH, 2011.



Anthony V. Mello
Notary Public for the State of COLORADO