

by Owner and its successors, lessees and assigns so long as such use does not interfere with the Operations.

2. Notwithstanding Owner's release of Company from any and all damage claims incident to normal and customary Operations, Company shall compensate Owner for damage to personal property or to improvements on the Property, such as damage to buildings, fences, gates, culverts and livestock, and for other such extraordinary losses or physical damages caused by Company. Company agrees to promptly compensate Owner for such extraordinary losses and physical damages. Any failure to reach mutual agreement with respect to such compensation shall not, however, be deemed to constitute a breach or abrogation of this Agreement, nor to terminate or diminish the grants, conveyances, rights and obligations contained herein.

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

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

5. Company agrees to perform all reclamation in accordance with the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), unless a variance therefrom is granted by the COGCC upon the request of Owner. Company shall endeavor to keep the well pad(s), the production facilities, and the pipeline and road easements free of weeds and debris, and to control erosion thereon. At Owner's request, Company will fence its road easement with a single-strand fence to limit traffic to the easement.

6. Company will provide Owner with ten (10) days notice by mail, phone call or personal visit prior to commencing Operations on the Property with heavy equipment. Owner acknowledges that this notice complies with, or hereby waives, all COGCC requirements that it be given advance notice by Company of the Operations. Owner acknowledges receiving from Company a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as the surface owner of the Property.

7. Company shall construct and install the well pad(s), roads, pipelines and production facilities, including, but not limited to, pumping units, tanks, heater/treaters, separators, dehydration equipment, compression equipment, meter stations and emission control units, at the specified surface locations and with the approximate size and design shown on Exhibit(s) A). Company agrees to apply and maintain dust mitigation prior to and during construction of said location. Prior to construction, company will fence off construction area and maintain fence through completion of project. At the completion of said project company agrees to fence production facilities and well heads including cattle guard at the entrance of said location.

8. Owner acknowledges and agrees that Company has consulted in good faith with Owner as to its proposed Operations, in accordance with COGCC requirements, or hereby waives such requirements. Owner expressly waives the application of any COGCC setbacks

inconsistent with this Agreement, including, but not limited to, setbacks for high density areas and surface lot lines.

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

10. [OPTIONAL] Owner hereby CONSENTS [] or DOES NOT CONSENT [] to the conduct of a wildlife survey on the Property, and to the imposition of timing restrictions, buffer zones or other conditions of approval, stipulations, or standard operating practices related to wildlife protection and habitat preservation by the COGCC with respect to the Well(s).

11. Owner agrees that Company may record a Memorandum of this Agreement to put successors or assigns on notice that the Property is subject to this Agreement. Owner further agrees to include a note regarding this Agreement in any annexation, subdivision plat, planned unit development or other land use designation or approval for which Owner may apply. In all other respects, the parties intend and agree to keep the specific terms hereof confidential.

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

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

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

15. This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Company's leasehold estate expires or is terminated, and Company has plugged and abandoned the Well(s) and conducted reclamation in accordance with this Agreement and applicable COGCC rules and regulations, except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

16. This Agreement shall extend to and bind Owner and Company, and their respective heirs, personal representatives, successors and assigns.

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

Operator:	PDC Energy
Person to Contact:	Eric Swenson
Address:	1775 Sherman Street, Suite 3000 Denver, CO 80203
Phone Number:	303-860-5800
Fax:	303-860-5838
Email Address:	

IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of March, 2013

OWNER:

Marlene Richter
By: Marlene Richter

Mary Vance
By: Mary Vance

COMPANY:

James R. Schaff
By: James R. Schaff
Vice President Land

Exhibit "A"



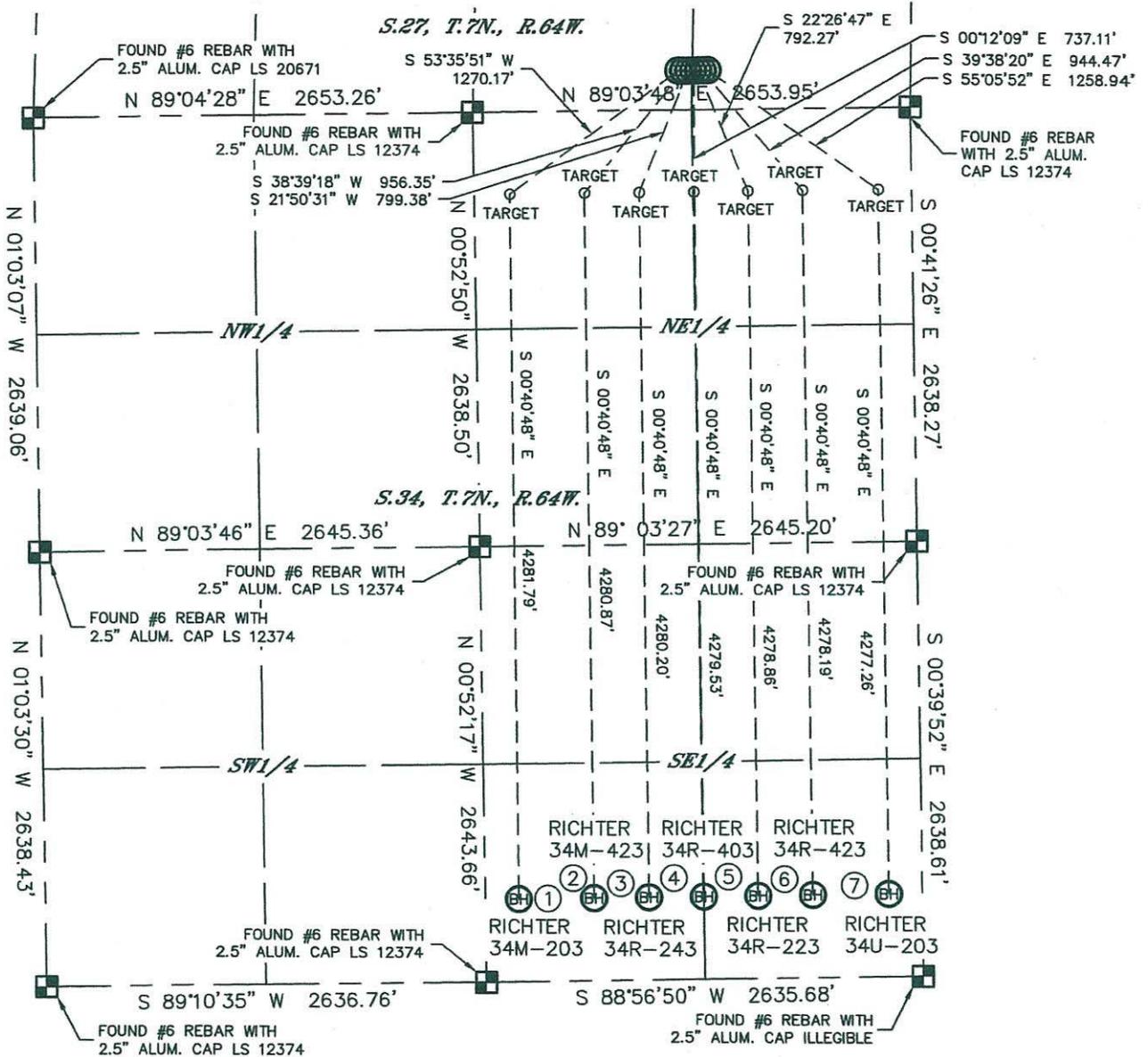
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MULTI-WELL PLAN

RICHTER 34 PAD

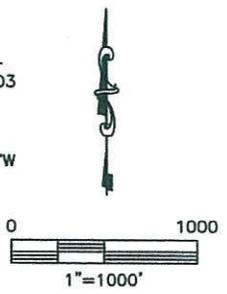
THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

SECTION: 27
TOWNSHIP: 7N
RANGE: 64W



- ① -BOTTOM HOLE-
RICHTER 34M-203
500' FSL
2435' FEL
LAT: 40.52387°N
LONG: 104.53550°W
- ② -BOTTOM HOLE-
RICHTER 34M-423
500' FSL
1980' FEL
LAT: 40.52387°N
LONG: 104.53386°W
- ③ -BOTTOM HOLE-
RICHTER 34R-243
500' FSL
1650' FEL
LAT: 40.52388°N
LONG: 104.53267°W
- ④ -BOTTOM HOLE-
RICHTER 34R-403
500' FSL
1320' FEL
LAT: 40.52389°N
LONG: 104.53149°W
- ⑤ -BOTTOM HOLE-
RICHTER 34R-223
500' FSL
990' FEL
LAT: 40.52390°N
LONG: 104.53030°W
- ⑥ -BOTTOM HOLE-
RICHTER 34R-423
500' FSL
660' FEL
LAT: 40.52390°N
LONG: 104.52911°W
- ⑦ -BOTTOM HOLE-
RICHTER 34U-203
500' FSL
200' FEL
LAT: 40.52391°N
LONG: 104.52746°W

LEGEND
 = ALIQUOT MONUMENT AS DESCRIBED
 = CALCULATED POSITION



DATE: 9/10/2012
PROJECT#: 2011311

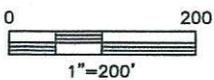
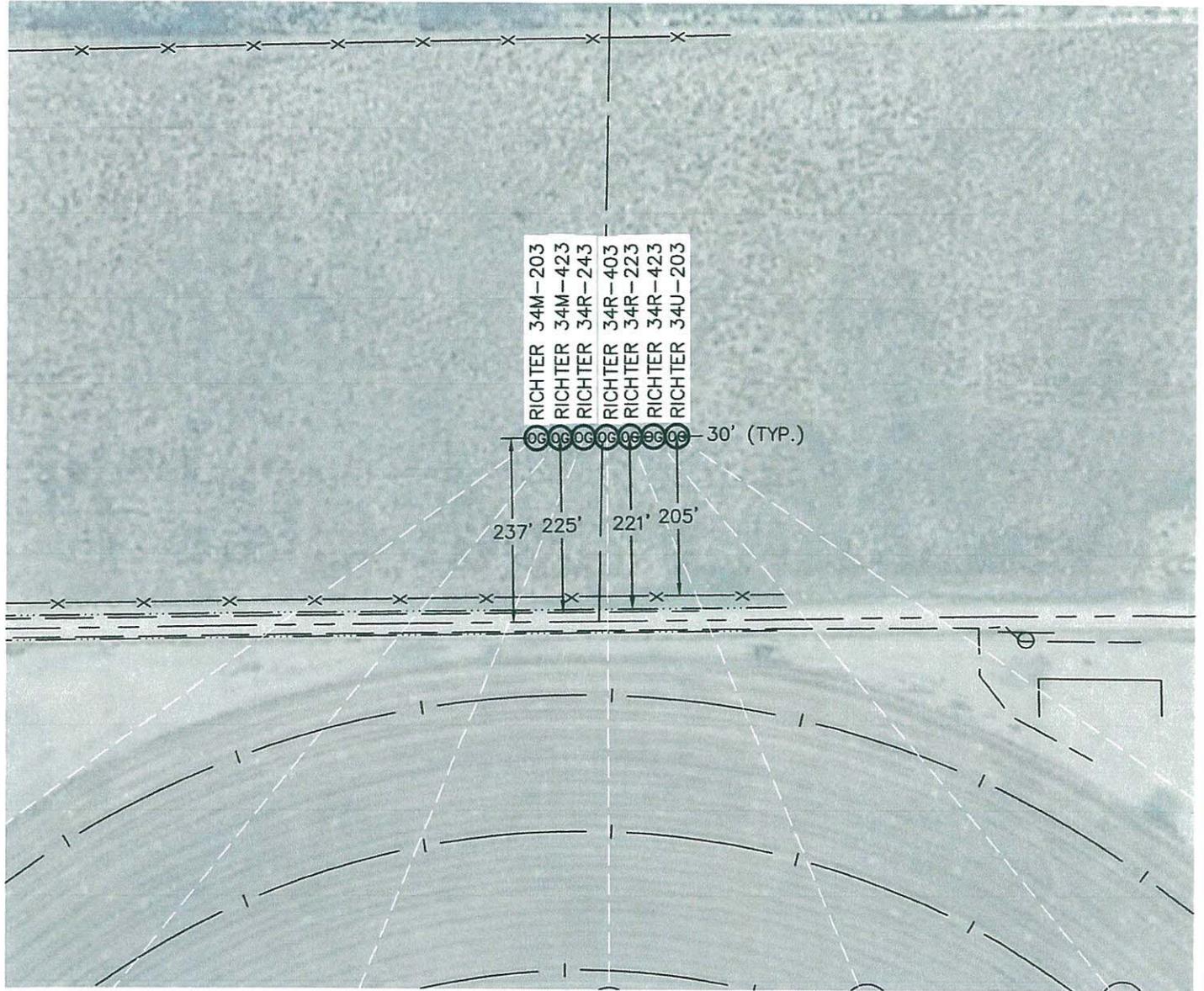


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MULTI-WELL PLAN

RICHTER 34 PAD

SECTION: 27
TOWNSHIP: 7N
RANGE: 64W



DATE: 9/10/2012
PROJECT#: 2011311

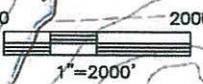
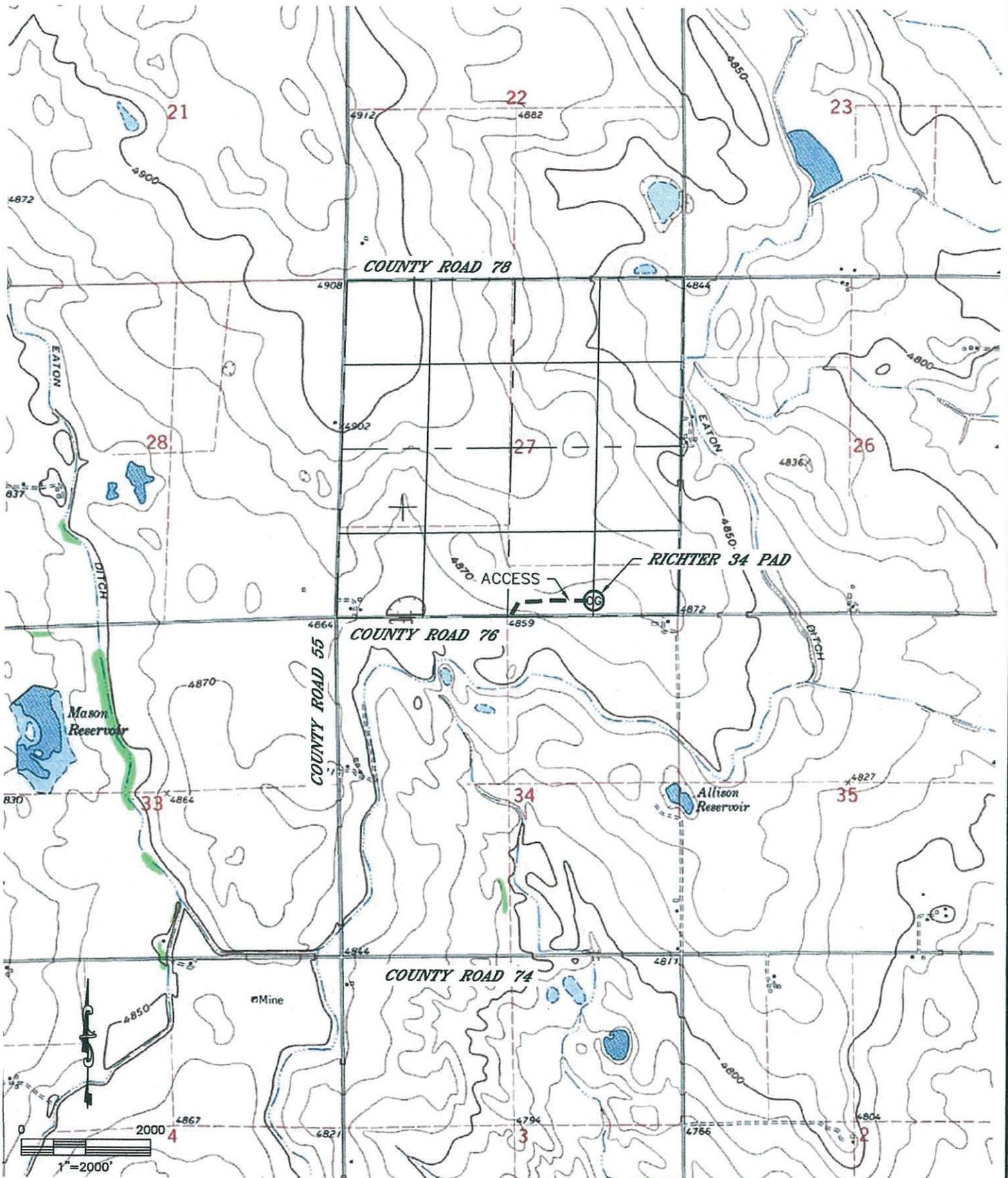


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ACCESS ROAD MAP

RICHTER 34 PAD

SECTION: 27
TOWNSHIP: 7N
RANGE: 64W



DATE: 9/10/2012
PROJECT#: 2011311

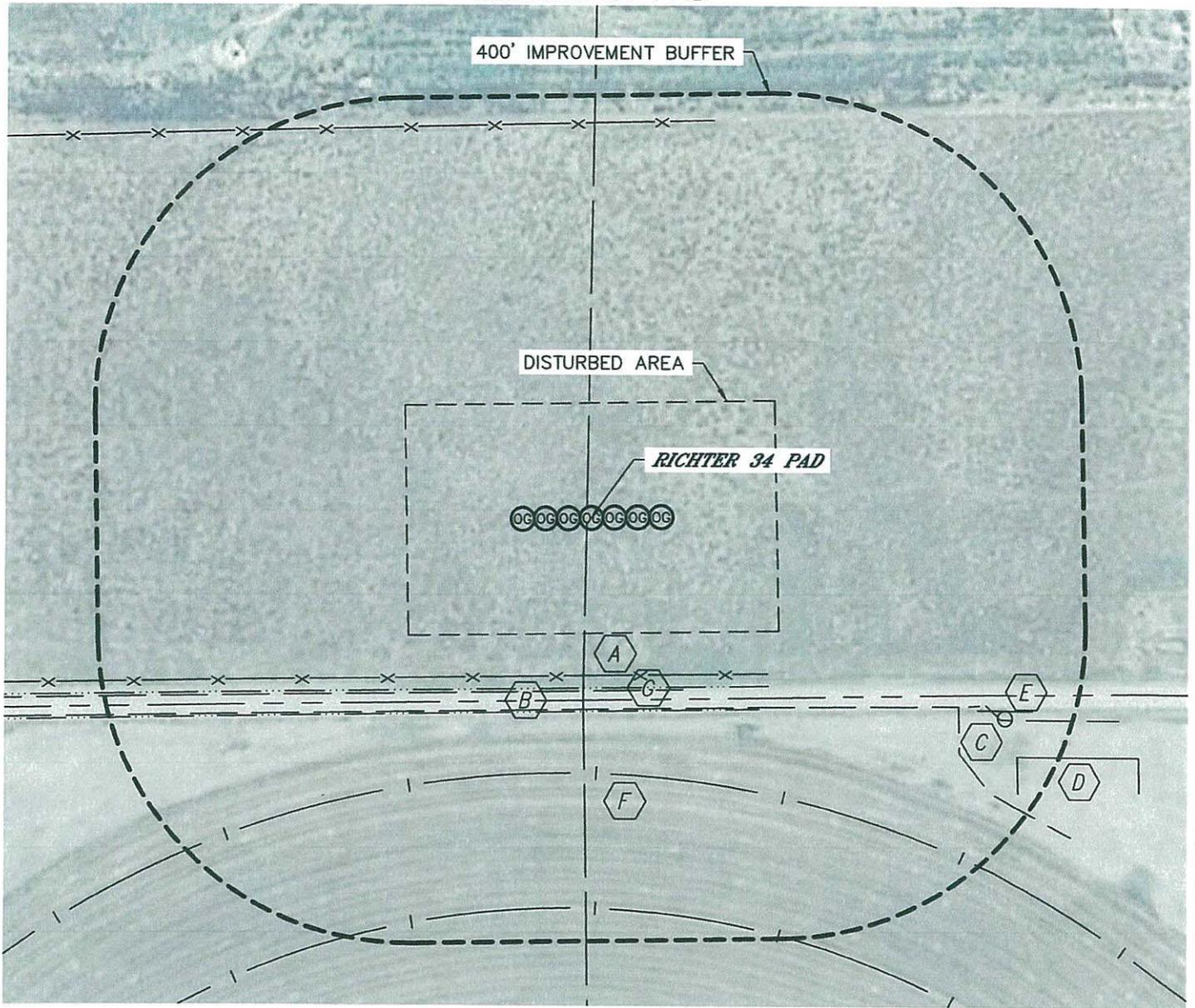


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LOCATION DRAWING

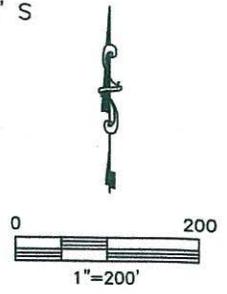
RICHTER 34 PAD

SECTION: 27
TOWNSHIP: 7N
RANGE: 64W



IMPROVEMENTS:
(MEASURED FROM THE PROPOSED RICHTER 34R-403 WELL LOCATION)

- | | | | |
|--|--|--|---------------------------------------|
| | FENCE 205' S, 514' N | | IRRIGATION PIVOT TRACK 332' S, 507' S |
| | COUNTY ROAD 76 225' S | | BARROW DITCH 221' S, 252' S |
| | GRAVEL DRIVE 535' SE | | |
| | EX. PRODUCTION EQUIPMENT (NOBLE) 633' SE | | |
| | SIGN 592' SE | | |



NEAREST: BUILDING 949' E, PUBLIC ROAD 225' S (CR 76),
ABOVE GROUND UTILITY 1290' E, RAILROAD 5280'+, PROPERTY LINE 237' S

DATE: 9/10/2012
PROJECT#: 2011311

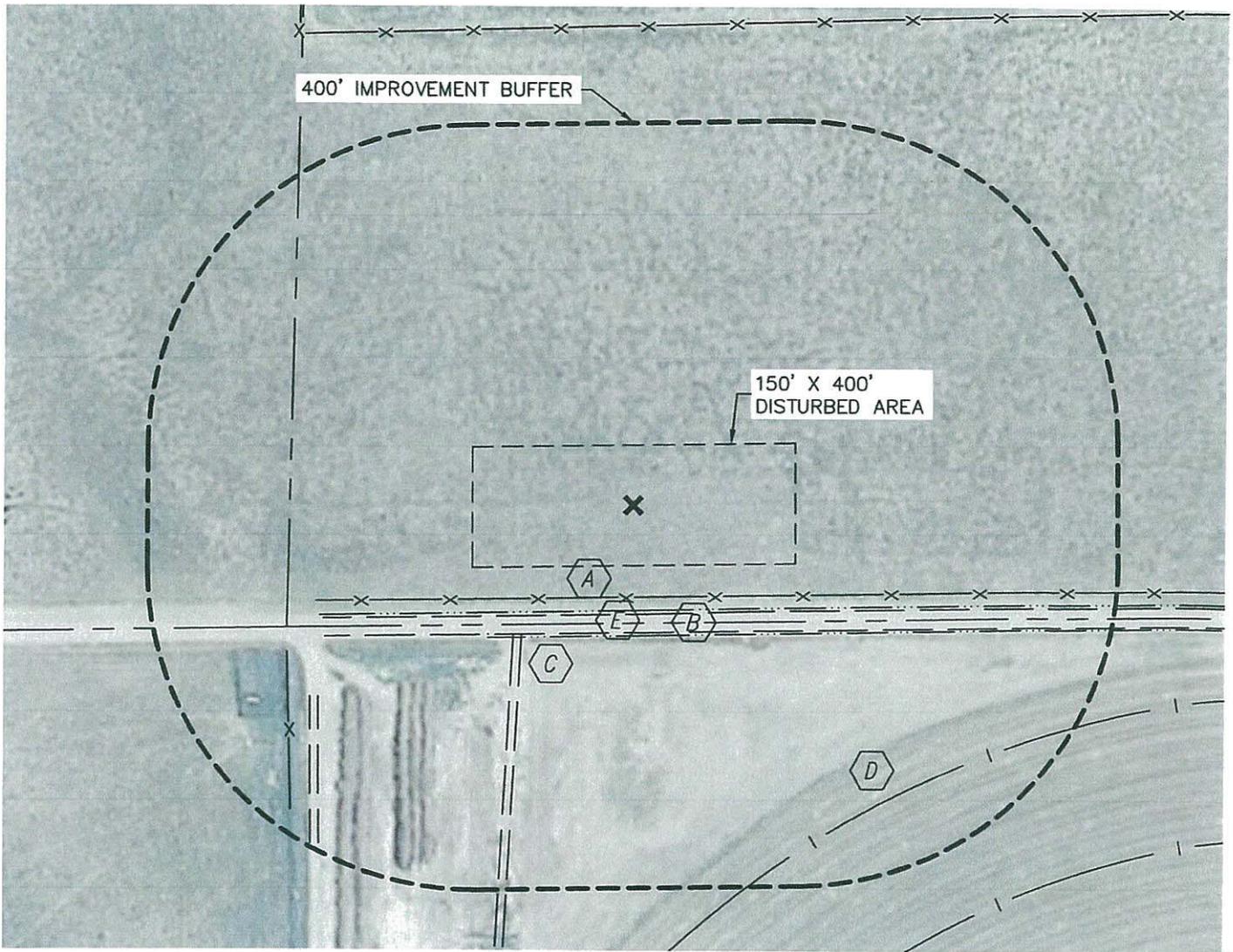


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PRODUCTION FACILITY LOCATION DRAWING

SECTION: 27
TOWNSHIP: 7N
RANGE: 64W

RICHTER 34 PAD



REFERENCE POINT LOCATION:

LAT: 40.53739°N
 LONG: 104.53476°W
 ELEV: 4866'
 PDOP: 2.0
 DATE: 9/4/2012
 OPERATOR: WYATT HALL
 1/41/4: SW1/4SE1/4
 FSL: 146'
 FEL: 2228'
 DISTANCE TO WELL: 826'
 ASSOCIATED NEW WELLS:
 RICHTER 34R-223, 34R-423,
 34U-203, 34R-403, 34M-203,
 34M-423, 34R-243
 ASSOCIATED EXISTING WELLS:
 N/A

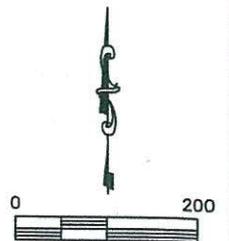
IMPROVEMENTS:

-  FENCE 114' S, 465' SW
-  COUNTY ROAD 76 135' S
-  FIELD ROAD 213' SW, 456' SW
-  IRRIGATION PIVOT TRACK 471' SE
-  BARROW DITCH 131' S, 162' S

LEGEND

 - REFERENCE POINT
 ALL DISTANCES ARE APPROXIMATE.

NEAREST: BUILDING 1860' S (OUT BUILDING),
 PUBLIC ROAD 135' S (CR 76), ABOVE GROUND UTILITY 2200' E,
 RAILROAD 5280'+, PROPERTY LINE 146' S



DATE: 9/10/2012
 PROJECT#: 2011311

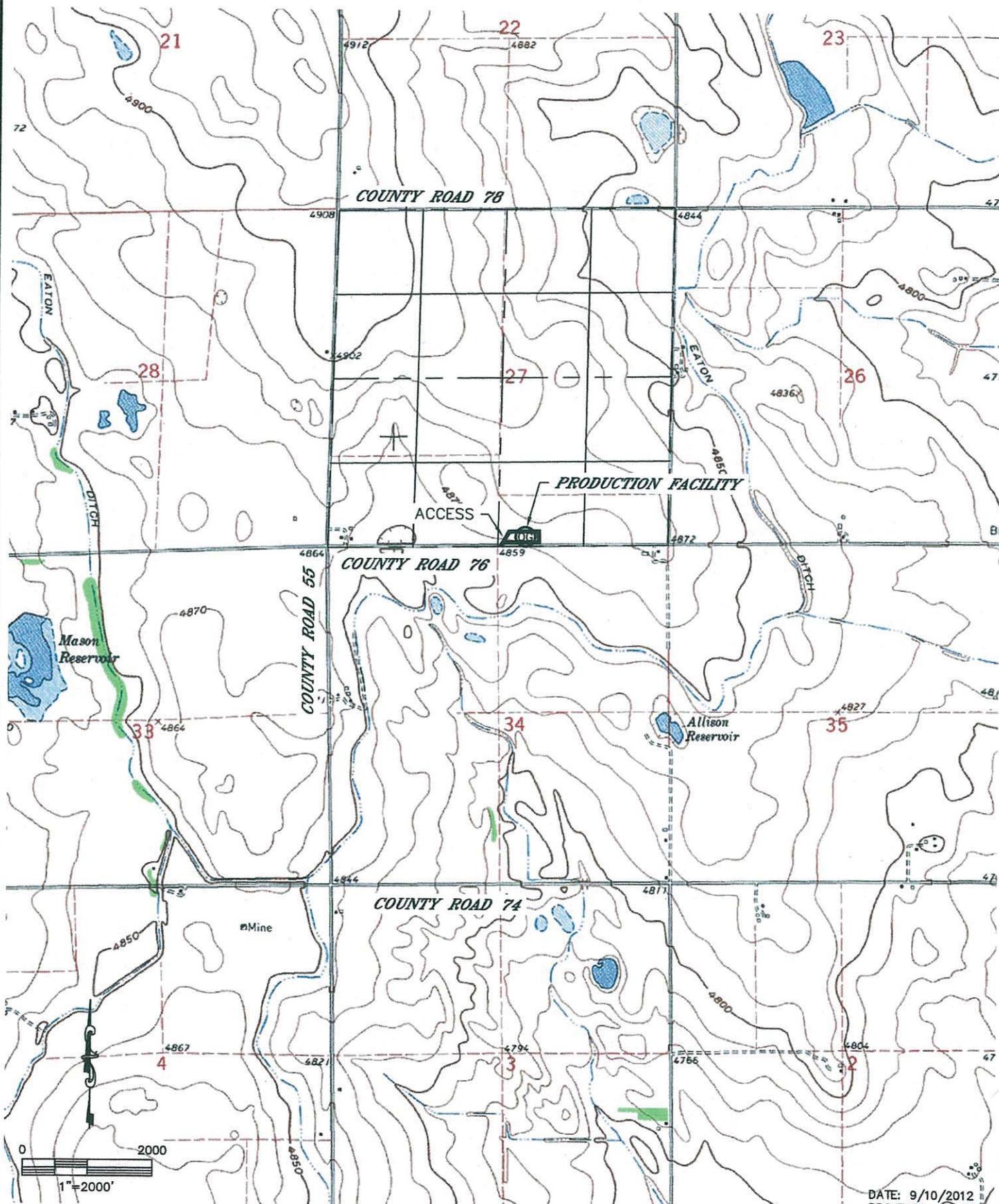


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PRODUCTION FACILITY ACCESS ROAD MAP

RICHTER 34 PAD

SECTION: 27
TOWNSHIP: 7N
RANGE: 64W



DATE: 9/10/2012
PROJECT#: 201134 R