

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is entered into by and between Diamond T Sheep, LLC ("Owner" or a "Party"), whose address is 707 County Road 81, Craig, CO 81625, and Southwestern Energy Production Company ("Company" or a "Party," or collectively with Owner, the "Parties"), whose address is 2350 N. Sam Houston Pkwy E, Ste. 125, Houston, TX 77032 (together "Parties"), and pertains to a certain tract of land owned by Owner that is more particularly described as NW/4NW/4 of Section 26, Township 7 North, Range 92 West, 6th P.M. located in Moffat County, Colorado (the "Property").

Whereas, Company holds certain leasehold and other rights with respect to the Property pursuant to that certain Oil and Gas Lease (the "Lease") recorded as Document No. 20090298, and ratified, amended, and extended as recorded as Document No. 20131174, all in the Official Records of Moffat County, Colorado as the same might be amended, ratified, supplemented and/or extended from time to time; and

Whereas, Company and Owner desire to enter into this Agreement as a supplement to, but not in derogation of, Company's leasehold rights under the Lease, including without limitation the right to drill future wells in addition to any well enumerated herein;

Now Therefore; in consideration of [REDACTED] and other good and valuable consideration, (the "Amount") the receipt and sufficiency of which is hereby acknowledged and the mutual promises and covenants contained herein:

Owner hereby releases and discharges Company, its agents, employees, contractors, and licensees from and against any and all claims by Owner for damages, of whatsoever nature and character, including, but not limited to, diminution in value of the Property, arising from, incident to, or in connection with Company's oil and gas related operations (the "Operations") on the Property, so long as such Operations are conducted in accordance with this Agreement and the Lease.

AND,

Company shall have the right to drill and operate the well(s) within the areas shown on Exhibit A, including without limitation directional wells that produce from and drain lands other than the Property, provided such lands are validly pooled with all or any portion of the lands included in the Lease, and so long as such locations are permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC.

## ADDITIONAL PROVISIONS

1. Company may exercise its rights hereunder for all purposes convenient for Company to perform the Operations, including without limitation but on the terms and conditions set forth in this Agreement, the right of unimpeded ingress and egress on the designated rights-of-way to access the ***Diamond T Sheep 7-92, #1-26 well*** (the "Well"), and to install and operate production facilities and pipelines ***as specifically set forth and provided in this Agreement only within the areas shown on Exhibit A for the well pad (up to four (4) acres in size) and the Road Easement and Right of Way of even date within the right of way depicted on Exhibit A to that agreement.*** Company may assign or delegate to a third party the right to install and operate pipelines in order to connect the Well to a gas or liquids gathering system ***only within the areas shown on Exhibit A to this Agreement but not within the areas shown on Exhibit A to the Road Easement and Right of Way.*** ~~The access easements granted herein shall be non-exclusive and capable of use by Owner, so long as such use does not interfere with or impair the Operations, and with the permission of the Company, which permission shall not be unreasonably withheld.~~

2. Notwithstanding Owner's release of Company from damage claims ***stated in paragraph three (3) below,*** Company shall promptly repair, or compensate Owner for, damage to personal property or to improvements on the Property, such as damage to buildings, fences, gates, culverts, crops, and livestock ***(including guard dogs),*** or for other such extraordinary losses or damages caused by Company ***including but not limited to injuries to persons, damage or impairment to water wells and springs, damage caused by the negligence of Operator and its employees, agents, and contractors; damage caused by fires, spills, discharges, or releases, damages related to any leak, or damages above and beyond normal wear and tear that may occur as a result of the Operations.*** Any failure to reach mutual agreement with respect to such repair or 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, ***including but not limited to Owner's claims and rights for damages to personal property or to improvements on the Property and damage to buildings, fences, gates, culverts, crops, and livestock.*** ***The Parties expressly agree that in the event that any livestock is injured or killed by Company that damages shall be payable from Company to Owner within thirty (30) days written notice by Owner to Company at the rate set by the then existing contract held by Owner for sale of livestock, or if none, then the prevailing rate with Centennial Livestock Auction of Fort Collins. To the extent that reseedling is not completed consistent with the best management practices and reclamation plan attached and incorporated to this Agreement as Exhibit B (at present Exhibit B is designed for Arkansas operations and upon update by Company for Colorado operations shall automatically be substituted and integrated into this Agreement with a copy of the same to Owner), within one year after completion of any construction or installation operations or activities, unless such areas are part of ongoing production operations, then within one year of termination of operations; then in addition to all other rights and remedies of Owner under this Agreement, Owner shall have the right to enter into and on the Property and to take such actions necessary to properly restore and reseed the Property to the satisfaction of Owner; Company agrees to pay to Owner \$1,740.00 per***

*acre (indexed to inflation based on the timing of reclamation) for such efforts by Owner, which payment shall be made by Company to Owner within sixty (60) days written notice by Owner.*

3. Owner hereby releases and agrees to hold harmless Company from any and all liability and further payment, including without limitation liability claims from third parties, other than what has been provided herein, for damages on or from use upon the Property that arise from, out of or in connection with the Company's operations on the Property, but only as to those operations which are described in and permitted by this Agreement, and for those operations which the Amount has been paid and received by Owner pursuant to this Agreement.

Company agrees to indemnify and hold Owner harmless from any and all claims, damages, and causes of action arising out of and caused by Company's operations on the Property. ~~that may be asserted by any of Company's agents, employees, subcontractors, contractors, or persons entering upon the premises at the request of Company.~~ *Such indemnification shall extend to and encompass, but shall not be limited to, all claims, demands, actions or other matters that arise under the common law or other laws designed to protect the environment and public health or welfare including, without limitation, the following laws (as amended) and any regulation promulgated under their authority: Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.); Clean Water Act (33 U.S.C. § 1251, et seq.); Clean Air Act (42 U.S.C. § 741, et seq.); National Environmental Policy Act (42 U.S.C. § 4321, et seq.); Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.); Solid Waste Disposal Act (42 U.S.C. § 6901, et seq.); Toxic Substance Control Act (16 U.S.C. § 2601, et seq.); Safe Drinking Water Act (42 U.S.C. § 300f, et seq.); Occupational Safety and Health Act (29 U.S.C. § 651, et seq.); and any applicable state or local statutes, regulations and ordinances, and any claims related to entry of livestock of Owner on any portion of the Property permitted by this Agreement for use by Company. Company shall, at Owner's option, defend Owner or reimburse Owner's reasonable costs and expenses incurred for Owner's defense against any claims, demands, actions or other matters, whether brought or asserted by federal, state or local governmental bodies or officials, or by private persons, that are asserted pursuant to or brought under any such laws. Company shall, at its sole expense, keep the Property free and clear of all liens and encumbrances resulting from Company's and its agents' activities on the Property, and shall indemnify and hold harmless Owner from and against any and all liens, claims, demands, costs and expenses, including without limitation attorney fees and court costs, in connection with or arising out of any work done, labor performed or materials furnished. All of Company's obligations stated in this paragraph shall survive termination of this Agreement.*

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 that 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. *This Agreement is made subject to any and all existing easements, rights-of-way,*

*liens, agreements, burdens, encumbrances, restrictions and defects in title affecting the Property including but not limited to an existing lease between Owner and Joe Monchelli / Rocky Mountain Ranches. Owner does not in any way warrant or guarantee title to the Property.*

5. Company agrees to perform all reclamation in accordance with the rules and regulations of the 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 access easements free of weeds and debris and to control erosion. *Notwithstanding the foregoing in this paragraph 5, in all operations conducted by Company on the Property, Company shall: (a) keep the Property in a safe, neat and orderly manner; (b) not allow litter, debris, junk or refuse to accumulate on the Property; (c) keep the Property free of noxious weeds; (d) prevent wind erosion, dust, loss of soil, and injury of terraces or other soil-conserving structures on the Property; (e) prevent pollution of the waters of reservoirs, springs, streams, wells or other fresh water sources upon the Property; (f) prevent damage to crops, timber, or pastures; (g) prevent harm to any animals or livestock on the Property; (h) prevent runoff related to its operations and overflow from any pits dug in connection with its operations. Notwithstanding the foregoing, Company will only be held to the standard of prudent operator practices in like operations, and in accordance with all federal, state and local laws and regulations and with all rules and regulations of the Colorado Oil and Gas Conservation Commission applicable to the matters discussed in the previous sentence; provided, however, that Company specifically agrees:*

- a) To utilize mulch, straw bales or matting, and spray down roads and well pad site, consistent with the best management practices outlined in the attached Exhibit B to prevent wind erosion, water erosion, and nonsource pollution;*
- b) To erect and maintain corner posts, braces, fences, gates and cattle guards where necessary and requested by Owner to protect livestock including but not limited to any road and the drillsite location for the Diamond T Sheep 7-92, #1-26 well and that the same be maintained by Company and that such structures be erected before any fence is cut for entry onto the Property; any fencing shall be thirty-two (32) inch woven wire with the top strand to be barb wire and with a wooden fence post to be placed at least every fifty (50) feet, or more often as needed, to prevent sagging;*
- c) To fill and level any pits within three (3) months, weather permitting, or in any event no later than six (6) months after well completion or abandonment to the condition which existed prior to the date of this Agreement consistent with COGCC rules and regulations including but not limited to COGCC Rules 1003-1004 unless Owner elects, to be evidenced solely in writing, to use such pits for livestock ponds, and then in such event the pits used by Owner need not be returned as otherwise provided in this Agreement;*
- d) To line any pits with a plastic liner or other more restrictive barrier to avoid runoff or contamination and to remove such liner from the Property within three (3) months after well completion or abandonment;*
- e) To avoid storage, release, or discharge on the Property of toxic or hazardous*

*chemicals or wastes within Company's control;*

- f) Paint all surface facilities not subject to safety requirements to blend with the natural color of the landscape;*
- g) For purposes of any federal, state or local regulation for noise, light or similar, consider the Property agricultural or similar classification, but in no event shall the Property be considered commercial, industrial or similar;*
- h) When drilling pits in connection with drilling operations, set the top soil aside to be placed back on top when such pits are filled after drilling operations are completed consistent with COGCC Rule 1002(b);*
- i) Rehabilitate, restore, and reseed all areas disturbed by Company consistent with the best management practices outlined in the attached Exhibit B and whereby normal and routine agricultural operations can be resumed within three (3) months after completion of any construction or installation operations or activities, unless such areas are part of ongoing production operations, then within six (6) months of termination of Operations; provided, that such weather prevent compliance with the foregoing then no longer than nine (9) months;*
- j) Spraying as requested by Owner to prevent noxious weeds consistent with the best management practices set forth in Exhibit B;*
- k) Remove all property and fixtures placed by Company on the Property within ninety (90) days of termination of this Agreement, including the right to draw and remove all casing, and in the event personal property or fixtures of Company are not removed by such deadline then damage shall accrue at the rates provided for default in this Agreement until removed in their entirety from the Property.*

6. Owner acknowledges that this notice complies with, or hereby waives, all COGCC requirements that it be given advance notice by Company of the proposed Operations *under COGCC Rule 305 as to the Diamond T Sheep 7-92, #1-26 well only*. Owner acknowledges receiving from Company a brochure prepared by the COGCC that describes the rights and responsibilities of Owner as a surface owner.

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, and emission control units, at the specified surface locations shown on Exhibit A *and as provided in the Road Easement of even date*. Except as specified herein, Company shall not enter or occupy *any other portion of* the surface of the Property except in the event of an emergency ~~or for reasonable incidental and temporary activities~~, and Company shall be responsible for any physical damage to the Property that may be caused by such emergency ~~or temporary activities~~.

8. Owner acknowledges and agrees that Company has consulted in good faith with Owner as to its proposed Operations, in accordance ~~with~~ to COGCC requirements and Colorado law, 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.

(a) Company will provide Owner with the COGCC Form 2A ("Oil and Gas Location Assessment") for the well(s) when submitted to the COGCC, and Company

undertakes to ensure that said Form 2A accurately reflects the provisions of this Agreement, including the specified surface locations shown on Exhibit A.

(b) Owner agrees not to object to said Form 2A, so long as it is consistent with this Agreement, and hereby waives ~~and~~ **any** right granted by COGCC rule to comment on said Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of Form 2A, and any related Form 2 ("Application for Permit to Drill").

(c) Owner shall not oppose Company in any agency or governmental proceedings, including but not limited to the COGCC or local government with jurisdiction over the Property, related to Company's operations on the Property, including but not limited to permitting, formation of drilling units, well spacing, drilling, workovers, well deepening, and recompletions, provided that Company's position in such proceedings is consistent with this Agreement.

***(d) The terms and conditions of this paragraph 8 shall apply solely to the Diamond T Sheep 7-92, #1-26 well and only to the extent such provisions do not conflict with the terms of this Agreement.***

***9. The Company shall have the right, at its option, to utilize hereunder and make subject to this Agreement property of Owner that is subject to the Lease and adjacent to the Property, subject to payment of compensation to Owner for such use at the rate of Eight Thousand Dollars (\$8,000.00) per acre paid by Company.***

10. 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 reasonably accommodate Owner's use of the surface of the Property, existing or future, and waives any statutory or common law claim to the contrary, ***but only as to the Diamond T Sheep 7-92, #1-26 well subject to this Agreement.***

11. Owner hereby consents to the inclusion of site-specific conditions of approval, stipulations, or restrictions related to wildlife habitat protection or mitigation in the COGCC permit(s) for the well(s), ***but only to the extent such provisions do not conflict with the terms of this Agreement.***

~~12. Owner agrees to include a note on any annexation, subdivision plat, planned unit development, or other land use designation for which Owner may apply to put successors or assigns on notice that the Property is subject to this Agreement. Owner acknowledges that Company shall have the sole right to record a Memorandum of this Agreement and Owners shall in no circumstances record the actual Agreement or a copy of the Agreement.~~

The Parties agree to keep the terms and conditions of this Agreement confidential and will not disclose such matters to any third Party ***excepting the Parties' respective agents including legal and financial advisors*** without the advance written consent of the other, or if ordered to do so in a legal proceeding.

13. 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 any other Party.

14. 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, located in the State of Colorado.

15. 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.

16. For official notice and concerning any informational matter relating to the Operations, Owner may contact:

Operator: Southwestern Energy Production Company  
Person to Contact: Roger Richmond  
Address: 2350 N. Sam Houston Pkwy E., Ste 125, Houston, TX 77032  
Phone Number: 281-618-5364  
Email Address: [Roger\\_Richmond@SWN.com](mailto:Roger_Richmond@SWN.com)

17. This Agreement shall extend to, bind and inure to the benefit of, Owner and Company, and their respective heirs, personal representatives, successors, and assigns. The rights and obligations contained herein shall constitute covenants running with the property.

18. This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Company's ~~leasehold estate~~ **Lease** expires or is terminated, **but that Company's rights to enter into and on the Property as provided in this Agreement shall continue thereafter solely until** 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.

19. In the event of alleged default by Company in the payment of any of the sums herein above provided to be made, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Company, by certified mail, return receipt requested, of the alleged default. Company will have 30 days from receipt of the written notification to dispute or otherwise respond to the notification before Owner may allege default. **Provided, however, that the foregoing notification by Owner to Company and time period for Company to respond shall not apply in the event of an emergency. In addition to all legal and equitable remedies available to Owner, Owner's remedies for a default or breach by Company of this Agreement shall also include \$500.00 per day until the default is remedied in its entirety, plus statutory interest until paid in full.**

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Company of any of its obligations, agreements, or covenants hereunder will be deemed to be waived of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Company be deemed to be a waiver by Owner of its rights or remedies with respect to such breach; however, in no event will Company be liable for consequential damages.

20. This instrument contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by agreement in writing signed by all Parties or their respective successors or assigns *specifically referencing this Agreement*. This Agreement may be executed by facsimile, in counterparts, each of which will be considered an original and enforceable against either Party.

21. *To the extent that Company's activities require the use of soil, gravel, or water, Company shall use good faith efforts to purchase soil, gravel, or water from Owner at the rates prevailing in the area. Company recognizes Owner's concern about importation of noxious weeds onto the Property and, therefore, agrees that whenever economically practical and possible to purchase soil, gravel, or water from Owner; provided, however, that Owner shall not have any obligation to provide any such soil, gravel or water to Company.*

22. *Company shall not deposit, store or dispose of on the Property any fluids, mud, soil, waste or other substance generated off the Property.*

23. *Company shall not be permitted to have, or allow, firearms, crossbows, bows, pets, alcohol or illegal drugs on the Property. Neither Company nor its employees, contractors, sub-contractors, agents or business invitees may reside on the Property overnight for any reason, excepting, however, during drilling, completion and reworking operations only, and only for those directly involved in operations for the Well only and under no circumstances shall a "man camp" or similar be used on the Well. Personal and/or leisure activities are prohibited.*

24. *Company and Owner agree that all underground storage rights for the Property shall be considered as owned by Owner rather than the owner(s) of the oil, gas or mineral rights. Company agrees not to store carbon sequestration, disposal water from oil and gas production, or any other byproducts of oil and gas production underground on the Property except as otherwise provided and allowed by this Agreement.*

25. *Separate written agreement of Company and Owner is required for Company to drill any disposal or injection well, which Owner can withhold in their sole and absolute discretion.*

26. *Intentionally omitted.*

27. *Prior to commencement of entry on or use of the Property, Company shall purchase and keep in force a policy or policies of commercial general liability insurance*



*relating to the use of the Property in an aggregate amount of at least Five Million Dollars (\$5,000,000.00) for drilling operations and at least One Million Dollars (\$1,000,000.00) for all other operations on or affecting the surface of the Property. Receipt by Owner of proof of this insurance is a prerequisite to any entry on or use of the Property by Company.*

**28. Water.**

a. **No Water Discharge.** *Company shall not cause or allow water discharge on the Property or adjacent properties without the express written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the withholding of consent due to erosion, crop moisture content or livestock watering concerns, in the discretion of Owner, is expressly allowed.*

b. **No Right to Use Fresh Water.** *Company shall not use or take any water from existing wells, reservoirs, ponds, springs or similar on or appurtenant to the Property absent separate written agreement of Company and Owner, which Owner may condition or deny in its sole and absolute discretion. Company shall not disturb, interfere with, fill or block any creek, reservoir, spring or other source of water on the Property. Company shall not take any action that will permanently alter natural water drainage.*

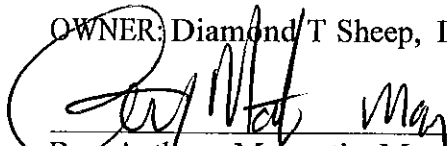
c. **Water Wells.** *Separate written agreement of Company and Owner is required for Company to drill any water well and use the water from any such well, which Owner may condition or deny in its sole and absolute discretion. Any such water well shall be in compliance with all applicable laws, rules and regulations, and shall become the property of Owner upon cessation of use by Company for a period of thirty-six (36) consecutive months or the termination of this Agreement, whichever is first.*

**29.** *All rights granted in this Agreement are limited to the specific grant(s) described in this Agreement. Except as otherwise provided in this Agreement, Company is expressly prohibited from utilizing any rights, privileges, usages or benefits granted or available under this Agreement for the use or benefit of, or as a convenience on, any lands other than the Property. Owner reserves to itself and its successors and assigns all rights not specifically granted to Company in this Agreement, the Lease, or the Road Easement and Right of Way, including the right to grant third parties successive easements and rights-of-way across the Property, so long as such easements and rights-of-way do not conflict with or unreasonably interfere with Company's rights under this Agreement, the Lease, or the Road Easement and Right of Way.*

**30.** *Notwithstanding anything to the contrary herein, (i) nothing set forth in this Agreement shall in any way whatsoever void, impede, limit, modify, amend or otherwise affect any rights of Company under the Lease, and (ii) in the event of any conflict between any of the terms of this Agreement and any terms of the Lease, the terms of the Lease shall control; provided, however, that in the event of any conflict between the terms of any third party lease or the Lease affecting the surface of the Property, the terms of this Agreement shall control.*

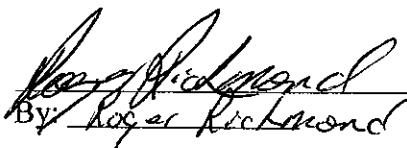
IN WITNESS WHEREOF, the Parties have executed this Agreement this 25<sup>th</sup> day of June, 2014.

OWNER: Diamond T Sheep, LLC



By: Anthony Maneotis, Manager of  
Diamond T Sheep, LLC, a Colorado  
limited liability company

SOUTHWESTERN ENERGY PRODUCTION  
COMPANY



By: Roger Richmond

Set Marked Stone  
Lat: 40.536089°  
Long: 107.696381°

**T7N, R92W, 6th P.M.**

**SOUTHWESTERN PRODUCTION CORP.**

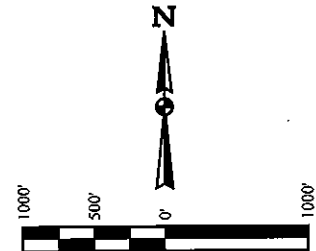
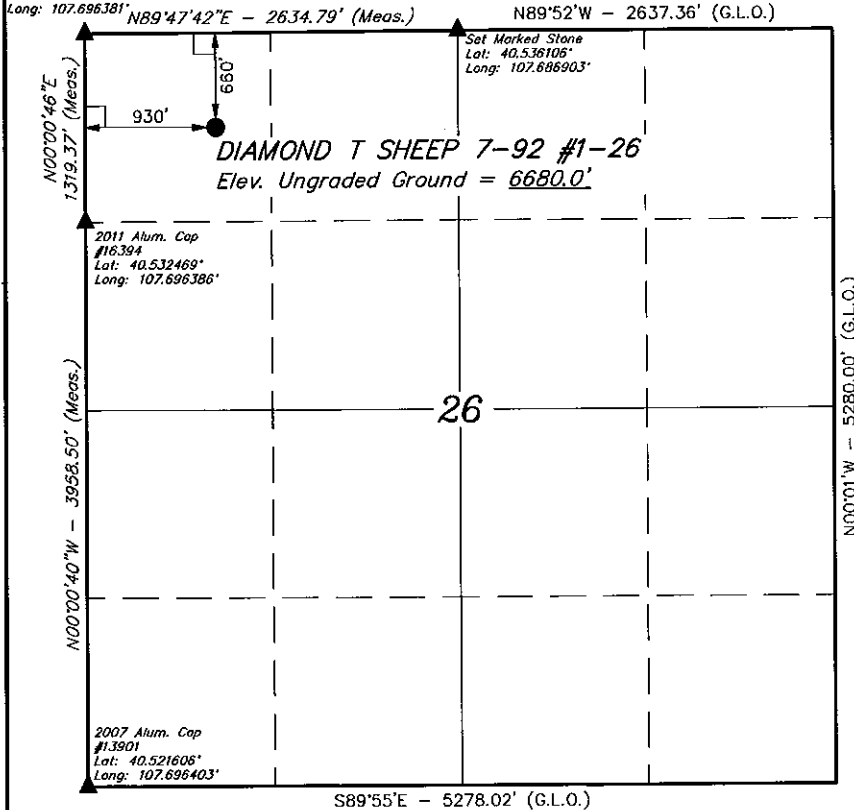
**DIAMOND T SHEEP 7-92 #1-26**  
NW 1/4 NW 1/4, SECTION 26, T7N, R92W, 6th P.M.  
MOFFAT COUNTY, COLORADO

**BASIS OF BEARINGS**

BASIS OF BEARINGS IS A G.P.S. OBSERVATION

**BASIS OF ELEVATION**

SPOT ELEVATION LOCATED AT THE NORTHEAST CORNER OF SECTION 10, T6N, R93W, 6th P.M., TAKEN FROM THE HORSE GULCH QUADRANGLE, COLORADO, MOFFAT COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 6246 FEET.



**CERTIFICATE**

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM THE NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED SURVEYOR  
STATE OF COLORADO  
No. 13901  
Exp. 12-14

PDOP = 2.4

<b>NAD 83 (SURFACE LOCATION)</b>	
LATITUDE = 40°32'03.42" (40.534283)	
LONGITUDE = 107°41'34.94" (107.693039)	
<b>NAD 27 (SURFACE LOCATION)</b>	
LATITUDE = 40°32'03.53" (40.534314)	
LONGITUDE = 107°41'32.69" (107.692414)	
<b>STATE PLANE NAD 83</b>	
N: 1445017.47 E: 2390487.89	
<b>STATE PLANE NAD 27</b>	
N: 445016.30 E: 1390645.77	

**LEGEND:**

- = 90° SYMBOL
- = PROPOSED WELLHEAD.
- ▲ = SECTION CORNERS LOCATED.

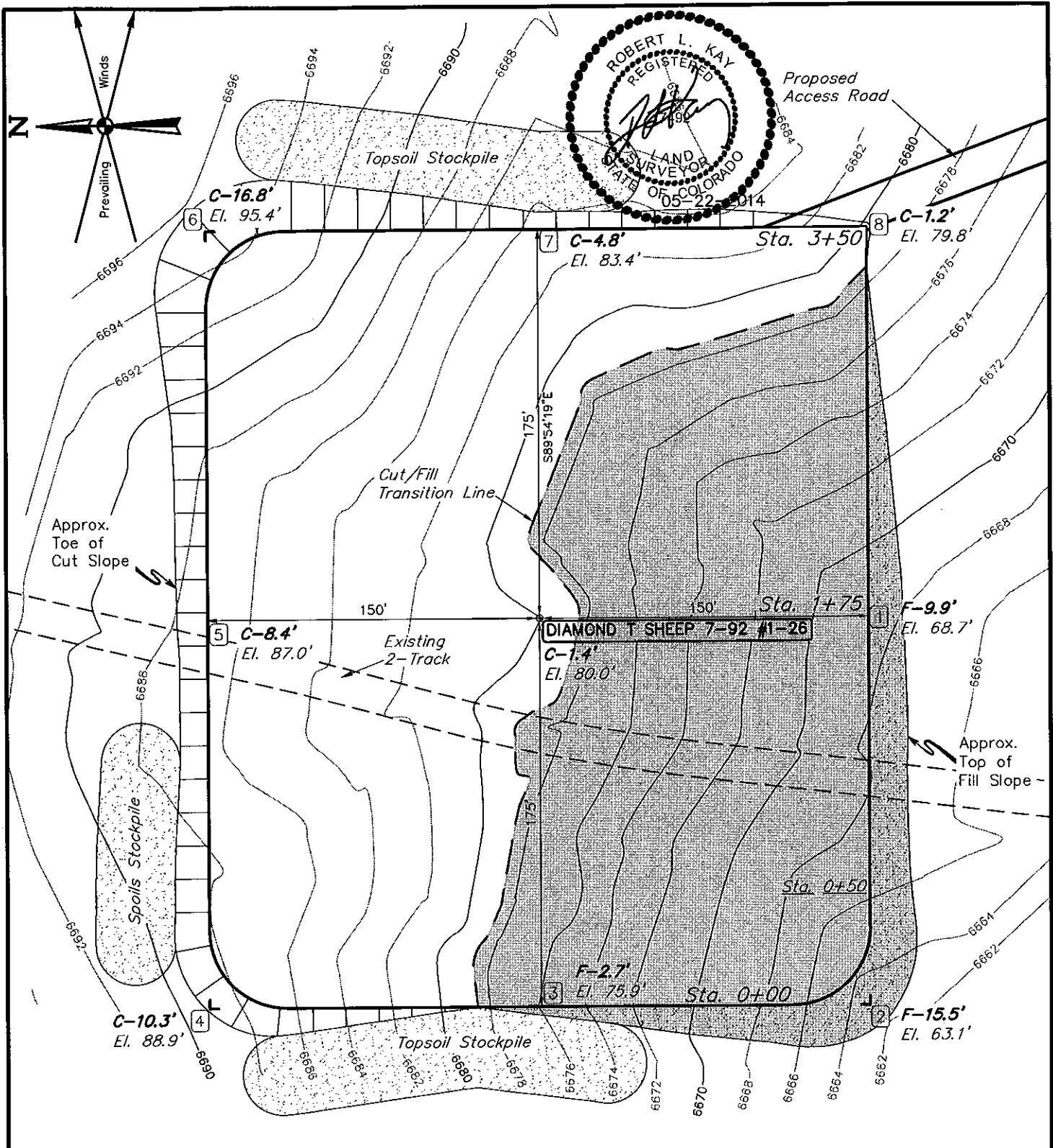


**UELS, LLC**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

SURVEYED BY: JOHN FLOYD, E.M.	DATE: 5-14-14
DRAWN BY: A.R.	DATE DRAWN: 05-20-14
SCALE: 1" = 1000'	REVISED: 00-00-00

**WELL LOCATION PLAT**

Exhibit A to Surface Use Agreement



**FINISHED GRADE ELEVATION = 6678.6'**

**NOTES:**

- Round corners at 35' radius or as needed.
- Contours shown at 2' intervals.

**SOUTHWEST ENERGY PRODUCTION COMPANY**

**DIAMOND T SHEEP 7-92 #1-26  
SECTION 26, T7N, R92W, 6th P.M.  
660' FNL 930' FWL**

**DRAWN BY: A.R.**

**DATE DRAWN: 05-20-14**

**SCALE: 1" = 60'**

**REVISED: 00-00-00**

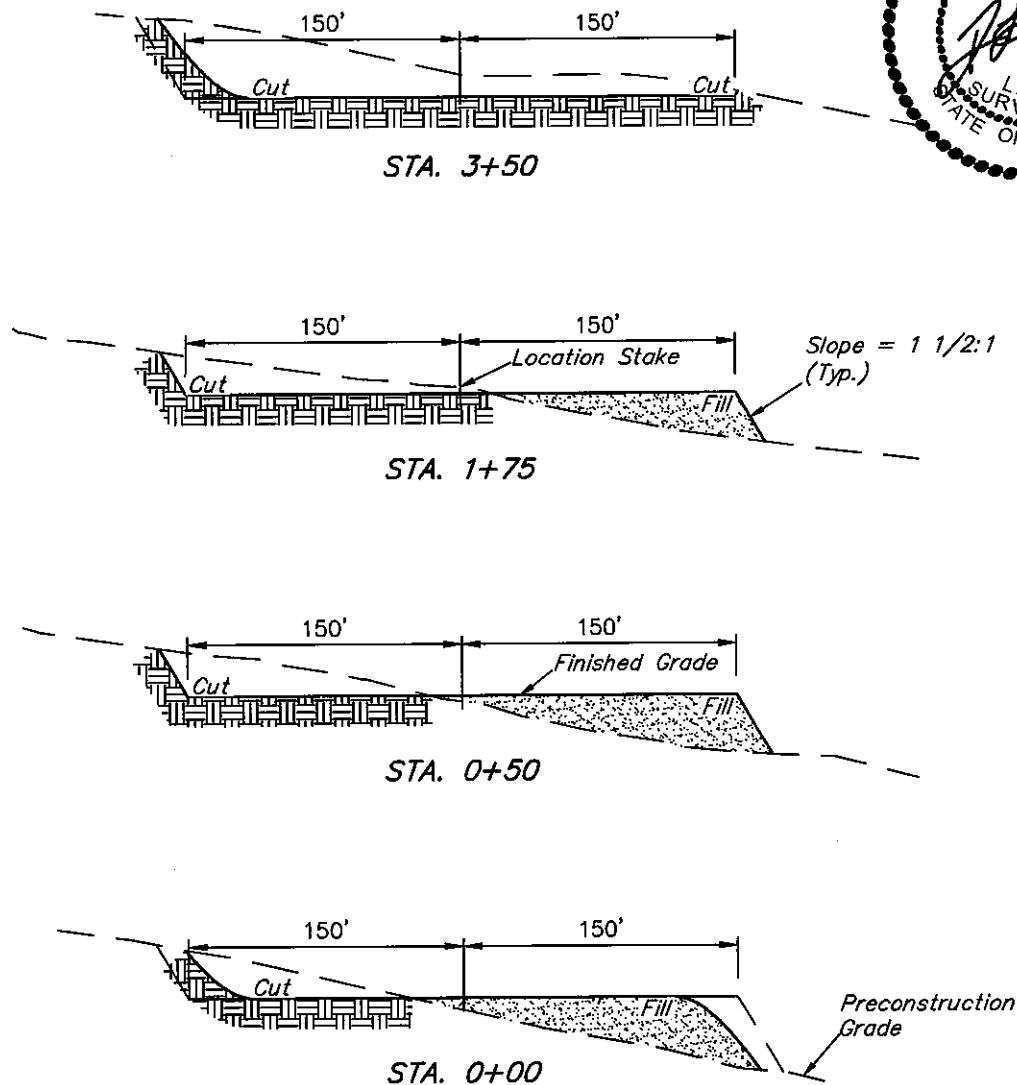
**CONSTRUCTION LAYOUT FIGURE #1**



**UELS, LLC**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

**Exhibit A to Surface Use Agreement**

1" = 40'  
X-Section  
Scale  
1" = 100'



APPROXIMATE EARTHWORK QUANTITIES	
(6") TOPSOIL STRIPPING	2,250 Cu. Yds.
REMAINING LOCATION	12,040 Cu. Yds.
<b>TOTAL CUT</b>	<b>14,290 Cu. Yds.</b>
<b>FILL</b>	<b>11,480 Cu. Yds.</b>
EXCESS MATERIAL	2,810 Cu. Yds.
TOPSOIL	2,250 Cu. Yds.
<b>EXCESS UNBALANCE</b> (After Interim Rehabilitation)	<b>560 Cu. Yds.</b>

APPROXIMATE SURFACE DISTURBANCE AREAS		
	DISTANCE	ACRES
WELL SITE DISTURBANCE	NA	±3.300
30' WIDE ACCESS ROAD R-O-W DISTURBANCE	±7,177'	±4.943
<b>TOTAL SURFACE USE AREA</b>	<b>±7,179'</b>	<b>±8.244</b>

#### NOTES:

- Fill quantity includes 5% for compaction.
- Calculations based on 6" of topsoil stripping.
- Topsoil should not be stripped below finished grade on substructure area.

#### SOUTHWEST ENERGY PRODUCTION COMPANY

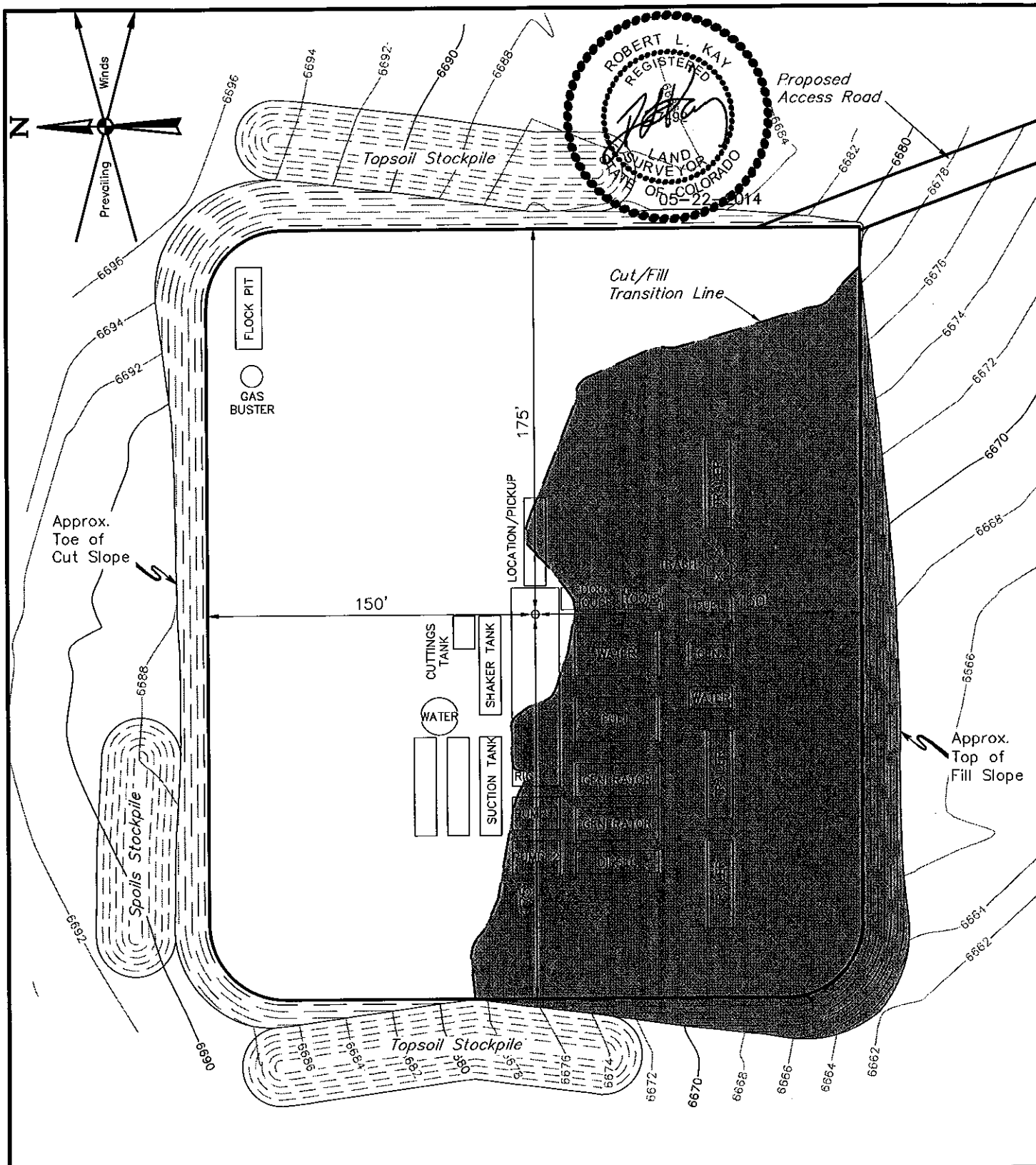
**DIAMOND T SHEEP 7-92 #1-26**  
**SECTION 26, T7N, R92W, 6th P.M.**  
**660' FNL 930' FWL**

DRAWN BY: A.R.	DATE DRAWN: 05-20-14
SCALE: AS SHOWN	REVISED: 06-04-14 M.D.
<b>CONSTRUCTION LAYOUT CROSS SECTIONS</b>	<b>FIGURE #2</b>



**UELS, LLC**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

Exhibit A to Surface Use Agreement



**SOUTHWEST ENERGY PRODUCTION COMPANY**

**DIAMOND T SHEEP 7-92 #1-26  
SECTION 26, T7N, R92W, 6th P.M.  
660' FNL 930' FWL**

DRAWN BY: A.R.

DATE DRAWN: 05-20-14

SCALE: 1" = 60'

REVISED: 00-00-00

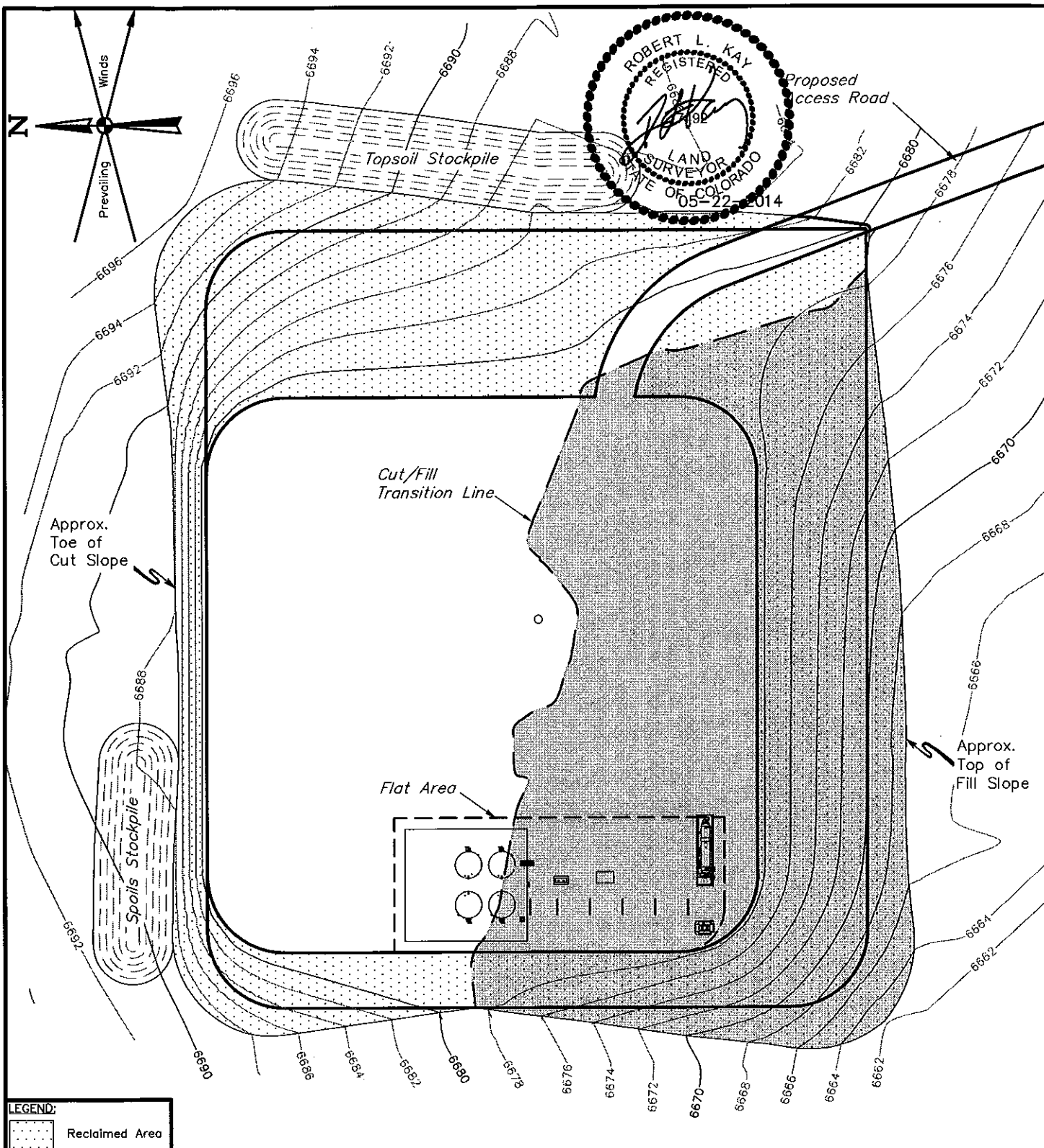
**TYPICAL RIG LAYOUT**

**FIGURE #3**



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APPROXIMATE UN-RECLAIMED ACREAGE = ±1.467 ACRES

**NOTES:**

- Contours shown at 2' intervals.

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DRAWN BY: A.R.

DATE DRAWN: 05-20-14

SCALE: 1" = 60'

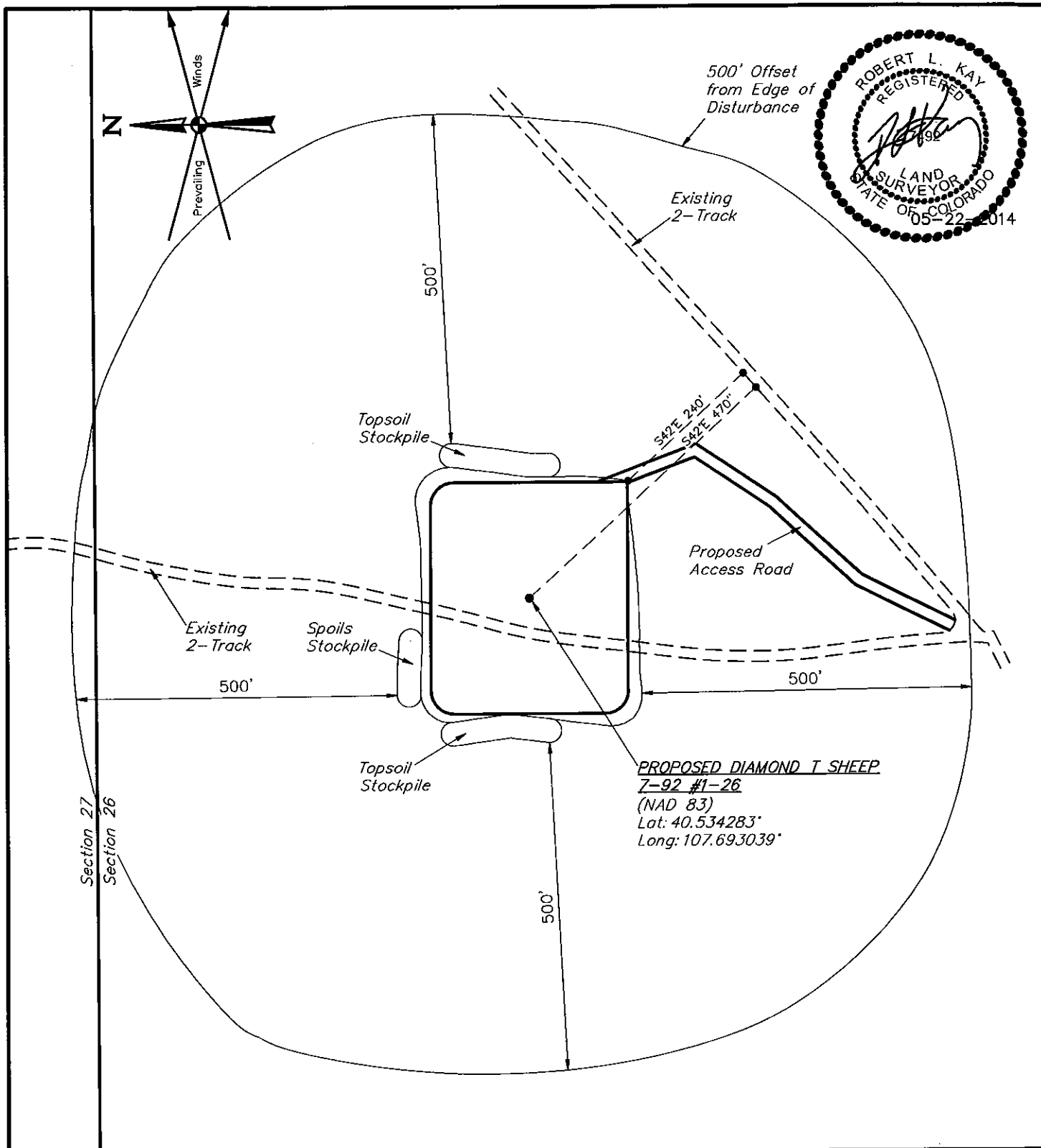
REVISED: 00-00-00

**INTERIM RECLAMATION PLAN FIGURE #4**



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**DIAMOND T SHEEP 7-92 #1-26  
SECTION 26, T7N, R92W, 6th P.M.  
660' FNL 930' FWL**

SURVEYED BY: JOHN FLOYD, E.M.	SURVEY DATE: 5-14-14
DRAWN BY: A.R.	DATE DRAWN: 05-20-14
SCALE: 1" = 200'	REVISED: 00-00-00

**LOCATION DRAWING      FIGURE #5**

Exhibit A to Surface Use Agreement



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