

# SURFACE USE AGREEMENT

(Anderson 2-5H and Anderson 3-5H Infill Wells)

THIS SURFACE USE AGREEMENT (herein this "SUA") is made and entered into effective 7:00 o'clock A.M. Mountain Time on this 11 day of November, 2014 (herein the "Effective Date") by and between Franklin W. Anderson and Martha K. Anderson ("Surface Owner"), whose address is 9871 State Highway 151, Ignacio, Colorado 81137 and XTO Energy Inc., a Delaware corporation ("XTO" or "Operator"), the address of which is 810 Houston Street Fort Worth, TX 76102-6298, Attention: Land Manager - San Juan Basin.

## WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND NO/100 DOLLARS U.S. (\$1000.00 U.S.) and other good and valuable consideration paid to Surface Owner, the receipt and sufficiency of which is hereby acknowledged and for and, in consideration of the promise by XTO to pay Surface Owner a certain compensation sum of money ("Compensation") the amount of which being set forth in a hereinafter described Letter Agreement ("Letter") and paid upon certain conditions at the time of commencement of construction by XTO in connection with the hereinafter described wells, pipelines, facilities and infrastructure and, in consideration of the covenants contained in this SUA, and other valuable consideration, the receipt and sufficiency of which are also hereby acknowledged, the parties hereto agree as follows:

1. OWNERSHIP: Surface Owner represent that they are vested with title to the surface estate of a tract of land being located in Section 5: S/2, Township 32 North, Range 6 West, N.M.P.M., more particularly described under that certain Warranty Deed filed of record on February 11, 1980, Reception No. 440560 with Office of the Clerk of La Plata County, Colorado (the "Property"). XTO is the owner of a leasehold interest in the mineral estate underlying the Property or lands pooled therewith and is the operator of wells within a certain Colorado Oil and Gas Conservation Commission ("COGCC") approved drilling and spacing unit which includes the Property.
2. NOTICE: Operator intends to drill two (2) gas and/or oil infill wells known as the Anderson 2-5H and the Anderson 3-5H (the "Infill Wells") on a New Well Pad located and constructed on the Property. The general location for the Infill Wells on the Property is set forth in Exhibit "A-1" and Exhibit "A-2" the Infill Wells Surface Location Section Diagrams, attached hereto and made a part of this SUA. Operator has given Surface Owner notice as required by law of XTO's planned operations on the Property. XTO and Surface Owner have agreed upon the general location of the Infill Wells and, related facilities, infrastructure and pipelines, on and off the New Well Pad.

3. USE OF SURFACE ESTATE: It is mutually acknowledged that in order for XTO to drill, complete and produce the Infill Wells it will be reasonably necessary for Operator to enter upon and use a portion of the surface estate of the Property. The parties under the Letter have reached an agreement as to the Compensation paid to Surface Owner in connection with such entry and use of the Property. Surface Owner hereby confirms in accordance with the underlying oil gas lease(s), that XTO, its agents, contractors, subcontractors, employees, and its successors and assigns, are authorized, to enter upon and use a portion of the Property to conduct oil and gas operations, including, but not limited to, access roads, well locations, pipelines (within the New Well pad), drilling, completing and producing the Infill Wells together with associated production facilities necessary and convenient to operate and produce the Infill Wells. XTO will use the existing access road now on the Property east from State Highway 151 to a point where a New Access Road diverges therefrom and continues eastward (within a gas pipeline and produced waterline right of way corridor) on the Property, crosses the Pine River Canal, and follows an alignment, more or less, along the south Property line to the New Well Pad and, beginning at an existing Red Cedar Gathering Company gathering pipeline on adjacent property owner, David and Evelyn Engler, under that certain Right Of Way And Easement Agreement dated October 20, 2014 by and between said adjacent property owner and XTO, XTO will construct and install a gas pipeline northeast therefrom to the Property where it meets with a produced waterline being extended south and east from its connection to an existing produced waterline on the Anderson 1(1R) and C. W. Thuringer 1-5 well pad, also on the Property. From the meeting point of the gas pipeline and produced waterline on the Property, said lines extend east following an alignment, more or less, in the shoulder of the New Access Road to the New Well Pad. The New Well Pad Diagram, New Access Road Diagrams, Gas Pipeline and Produced Waterline Survey and Easement descriptions (on the Property) being respectively shown on Exhibit "B", Exhibit "C", Exhibit "D" and Exhibit "E" attached hereto and made a part hereof, and have been agreed upon by Surface Owner and XTO.
4. COMPENSATION: This SUA is subject to the terms of Letter Agreement ("Letter") dated November 11, 2014 by and between Surface Owner and XTO the terms of which are fully incorporated herewith and include a payment of Compensation to Surface Owner by XTO which Compensation is inclusive of and constitutes the full and final Compensation to be paid by XTO in connection with access to and from the New Well Pad, use of the surface, all damages (except as provided in the last sentence in this section) to the Property, any inconvenience to Surface Owner, associated with the drilling, testing, completion, re-completion, reworking, re-entry, pumping, operation and maintenance of the Infill Wells and the use of its associated production facilities necessary and convenient to operate and produce the Infill Wells. XTO shall pay Surface Owner the full Compensation amount and perform the commitments of XTO as set forth herein upon XTO acquiring any necessary waivers and required permits, but contingent upon final issuance of all required State and County permits, in connection with the Infill Wells, but in any event, said payment would be made (upon final approval and receipt of permits) prior to the actual commencement of construction activities associated with the Infill Wells, New Well Pad, Pipelines and New Access Road, except that XTO shall have the right to conduct surveying and inspection activities on the Property prior to said payment. The Compensation set forth above does not include or cover any potential damage to personal property and/or fixtures that is not normally and reasonably associated

with the proposed operations. If extraordinary damage to personal property or fixtures occurs as a result of XTO's actions or operations on the Property, XTO separately shall compensate Surface Owner for all such actual damages sustained by Surface Owner.

5. ROADS: Throughout the term of this SUA, XTO or Operator shall maintain in good repair and condition any existing or new access road(s) on the Property that is utilized by Operator. Operator's responsibility for road repair and maintenance costs shall be proportionate to Operator's use (if used by others) and shall be borne 100% by Operator if any road damage is caused solely by Operator. When an access road is no longer used by Operator, the underlying lands will be restored and reseeded by Operator unless Surface Owner notifies Operator within ten (10) days after Operator has advised Surface Owner of plans to restore and reseed the lands underlying the road(s), that Surface Owner desires all or part of the lands to remain as a road.
6. INDEMNITY/RELEASE: Operator hereby indemnifies and holds Surface Owner harmless from and against any and all claims, damages and causes of action arising out of Operator's operations on the Property, unless such claims, damages or causes of action result in whole or in part from Surface Owner's conduct on the Property. Surface Owner hereby indemnifies and holds Operator harmless from and against any and all claims, damages and causes of action asserted against Operator by any surface tenant or occupant of Surface Owner's Property in connection with any damage or disturbance caused by Operator to lands or growing crops asserted by such occupant or surface tenant. Surface Owner may allocate the Compensation made hereunder with any surface tenant or occupant, if applicable, as they shall mutually determine between themselves and Operator shall have no responsibility in connection therewith. The Compensation and other agreements made by Operator and contained herein constitute the full and entire compensation to be paid by Operator to Surface Owner for all damages to and use of the surface of the Property resulting from Operator's reasonable oil and gas activities.
7. DEFAULT: In the event that Operator fails to perform any of the terms, conditions, or covenants contained herein, and such default remains for thirty (30) days after receipt of written notice of such default to Operator, then Operator shall be deemed to have breached this SUA and the Surface Owner shall be entitled to pursue any and all remedies allowed by law.
8. NOTICES: All notices under this SUA by either party shall be sufficiently given and served if sent by United States mail, postage prepaid and addressed to either party at the address as designated below, or to such other place as either party may from time to time designate by notice to the other:

Surface Owner:

Franklin W. Anderson and Martha K. Anderson  
9871 State Highway 151  
Ignacio, Colorado 81137

Operator: XTO Energy Inc.  
Attention: Land Manager San Juan Basin  
810 Houston Street  
Fort Worth, TX 76102-6298

9. MISCELLANEOUS: Surface Owner and Operator further agree as follows:

- a. Casing: Operator shall case any and all wells to a depth below any known fresh water aquifer in compliance with the rules and regulations of the COGCC, and any other applicable regulations.
- b. Dust and Weeds: Operator will use reasonable efforts to control or minimize dust in the vicinity of any residence on the Property. Operator shall use reasonable efforts to maintain its well pad(s), access road(s) and pipeline right of way easement corridor(s) in a weed free, clean condition. Weeds shall be sprayed, cut or trimmed as may be necessary to control or prevent weeds, to preserve a reasonably neat appearance and to prevent weeds from seeding on additional property.
- c. Pits: Operator shall reclaim any drilling pits in compliance with applicable COGCC rules and regulations (Rules 902, 904 and 905). Excepting unforeseen circumstances that may require the use of pits, Operator will employ a closed-loop or pit-less drilling system during its operations to drill and complete the Additional Wells.
- d. Noise Abatement: Operator shall comply with COGCC Rule 802 concerning Noise Abatement.
- e. Interim Reclamation: As soon as reasonably practicable after the Infill Wells are drilled, completed, producing and connected to a pipeline gathering system, Operator shall reclaim and reseed disturbed lands lying outside and beyond the area that will be used for ongoing production operations.
- f. Pipeline Right of Way Reclamation: As soon as reasonably practicable after all New Well Pad, Pipeline and New Access Road construction and installation is complete, Operator shall reclaim those lands west from the New Well Pad, north of and along the gas pipeline and produced waterline right of way to the Property's western most access gate, and also those lands east of the access road leading to the Anderson 1 (1R) well pad disturbed during installation of the produced waterline. Reclamation shall include employing disking and plowing, as necessary, to restore grade as reasonably practicable, replacement of fill topsoil to at least a depth which existed prior to pipeline and new access road construction work, removal of rocks greater than 4" in diameter and all foreign substances as a result of Operators operations, and using a seed mixture specified by Surface Owner, that's consistent with the adjacent plant community, to re-seed crops, as the land type dictates.
- g. Accommodation: Surface Owner agrees that the terms of this SUA reasonably accommodates Surface Owner's use of the Property pursuant to C.R.S. § 34-60-127 and the common law rule of accommodation.

- h. Waiver of Notice and Consultation: In accordance with sections 305.c.(5) and 306.a.(2) of the Rules and Regulations ("Rules") of the Colorado Oil and Gas Conservation Commission ("COGCC"), Surface Owner waives the right to receive the Oil and Gas Location Assessment Notice described in COGCC Rule 305.c.(1) and the Statutory Notice to Surface Owner described in COGCC Rule 305.f., and Surface Owner also waives the right to the Drilling Consultation described in COGCC Rule 306.a. Surface Owner acknowledges receiving from XTO the Informational Brochure for Surface Owners described in COGCC Rule 305.f.(3)(D). Surface Owner acknowledges and agrees that XTO has complied with all notice and consultation requirements of COGCC Rules 305 and 306. Surface Owner in connection with the matters addressed in this SUA also waives the right to receive notices under the Code of La Plata County, Colorado including, but not limited to, Section 90-77 of said Code.
- i. Fencing New Well Pad: To avoid possible injury to Surface Owner or surface tenant livestock, Operator shall provide new 5-wire t-post fencing around the New Well Pad and cattle guard in the New Access Road.
- j. Fencing and Gates: Operator to provide approximately 2,650 lineal feet of new t-post and barbed wire fencing with periodic H-bracing, t-posts spaced similar to existing fence line being removed, every fourth post shall be treated wood. Barbed wire spaced as follows: lowest first strand at 6" above the surface, second strand at 6" above the first, remaining three (3) strands equally spaced at 12" from and above the second to a height of 48" above ground level. Where an existing north-south cross fence meets the new access road, approx. STA 27+00.00 in DTF Anderson Access Road Plan, connect existing cross and new south Property line fencing to wings of access road cattle guard with swing gate (swing gate used periodically by Surface Owner to contain/segregate livestock), and, provide treated wood post H-bracing with 1-12' wide livestock gate in new south Property fence line on east and west sides of said cattle guard. Where another existing north-south cross fence meets the new access road, approx. STA 19+00.00 in DTF Anderson Access Road Plan, connect existing cross and new south Property line fencing to wings of access road cattle guard with swing gate (swing gate used periodically by Surface Owner to contain/segregate livestock). At east terminus of new south Property fencing, provide and mount 1-14' wide livestock gate to existing upright 12" x 12" wood post representing the southeast corner of Section 5, between said post and existing north-south property fence line.
- k. Spoil Storage: During Operators construction activities to construct the New Well Pad in preparation of the Infill Wells and associated production facilities, Operator may stockpile and/or berm excavated spoil and imported fill materials, if required, within the Total Permitted Area as shown on Exhibit "B", and before commencing either interim or final reclamation operations, to disperse as needed either stockpiled spoil or imported materials within the Total Permitted Area.
- l. Ditches and Drainages: XTO will restore all irrigation ditches to their original location and condition, if disturbed and, re-establish drainages to direct groundwater around the New Well Pad. If either ditch repair, if disturbed or re-established drainages fail as direct result of XTO's construction activities, XTO will repair them as soon as reasonably possible after being notified by

Surface Owner of such failure. Existing tail water ditches connecting to two (2) arroyo's on the Property shall be filled, leveled or feathered to join with the new access road ditch constructed north of and parallel to the new access road. XTO may either import fill dirt, as required, to fill level or feather tail water ditches, and or, obtain fill dirt from two nearby ridges (north and northwest and east and northeast from arroyos), and from hill east of the well pad. If fill dirt used from said ridges, XTO shall replace top soil scraped away to obtain fill dirt.

- m. New Access Road Ditch: If the new access road ditch constructed north of and parallel to the new access road is disturbed or fails as direct result of Operators on-going production activities, Operator will make disturbance repairs and correct failure as soon as reasonably possible after being notified by Surface Owner of such disturbance or failure. Operator, annually during the spring shall clean and clear the access road ditch and associated culverts of obstructions to water flow.
- n. Timber: All timber (except Cedar) greater than 4" in diameter cut by XTO during its operations shall be trimmed and cut into lengths ranging between 16 to 18 inches, Cedars trimmed and cut into 8' fence posts and stacked along with cut and trimmed timber at a Surface Owner determined location on the Property. All cut timber less than 4" in diameter will be chipped and spread into the New Well Pad.
- o. Irrigation Pipeline: A 15" diameter poly vinyl chloride Irrigation Pipeline (the "IP") installed on the Property under Irrigation Pipeline Crossing/Settling Pond Agreement dated September 25, 1987 (the "Pipeline and Pond Agreement") by and between Surface Owner, and Richard Engler (deceased), Bob Sivers, Jim Sutton and Leslie Sutton (deceased) (the "Parties") underlies a portion of the New Well Pad which may interfere with XTO's drilling and production activities. In the event XTO elects to relocate the IP to a location outside the exterior boundaries of the New Well Pad, Surface Owner agrees for same Compensation provided herein to execute an Amendment to the Pipeline and Pond Agreement, said Amendment being mutually agreeable to the Parties, will include an Exhibit showing the new location of the IP and describe the timing and construction provisions under which the IP is relocated.
- p. Pine River Canal Crossing: Under a Pine River Canal Crossing design plan prepared by DTF Engineering for the benefit of XTO, presented to and approved on May 5, 2014 by the Board of the Pine River Canal Company, XTO shall construct and install a canal crossing located on the Property in accordance with the approved design plan, outside the irrigating season, typically, April 15 thru October 15. In addition to work associated with the canal crossing, Operator, annually during the spring shall clear the inlet and outlet of the 6' dia. CMP of obstructions to canal water flow. Also, during construction of the canal crossing XTO will remove a decrepit section of fencing now spanning the canal at the proposed canal crossing, install new H-bracing at east and west side fence line openings and tie new fencing therefrom to the canal crossing concrete barriers. Provide adjustable 2" dia. pipe and cable barrier at inlet to 6' dia. CMP.
- q. Overhead Power Pole: Under La Plata Electric Association, Inc. ("LPEA") Utility Easement dated September 25, 2014, by and between Franklin W. Anderson and Martha K. Anderson, Grantor,

and LPEA, Grantee, LPEA shall relocate the overhead power pole with a guy line, to a new location on the Property as described in Exhibit "A" attached thereto.

10. BINDING EFFECT: All of the provisions of this SUA shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, representatives, successors or assigns.
11. FURTHER ASSURANCE: Surface Owner agrees to take or do all such further acts and things, and furnish, execute and deliver all such further documentation without additional compensation as may be necessary or appropriate to carry out the purpose of this SUA.
12. ENTIRE AGREEMENT: This SUA contains the entire confirmation or clarification between the parties regarding the subject wells and may not be modified orally or in any manner other than by agreement in writing signed by all parties.
13. NO WAIVER OF RIGHTS: This SUA or even the willingness to consider executing this SUA will not be construed as a waiver of any rights of ingress or egress, access or other reasonable use of the surface that XTO has under any oil and gas lease or other agreement or under any local, state or federal laws, rules or regulations pertaining to the Property. This SUA is intended to avoid any issue or question as to the use of the Property by XTO, but is not a waiver of other contractual or legal rights of XTO. In the event XTO decides, in its sole opinion, that it is necessary, or is required by law, to utilize a location materially different from the agreed upon location for the New Well Pad, New Access Road or Pipeline(s), XTO will notify Surface Owner and attempt to negotiate an appropriate amendment to this SUA. In the event mutual agreement on such an amendment can not be reached, both parties reserve their respective rights under all existing leases, contracts, laws, rules and regulations regarding the ingress or egress, access and other reasonable use of the surface of the Property.
14. TERM: This SUA shall be effective as of the Effective Date and shall continue until the underlying oil and gas lease expires, production from the Infill Wells has permanently ceased and the Infill Wells have been plugged and abandoned. Notwithstanding the previous sentence, XTO shall have a reasonable period of time within which to remove all facilities and fixtures.

IN TESTIMONY WHEREOF, we sign this SUA the 11<sup>th</sup> day of November, 2014, to be effective for all purposes as of the Effective Date.

SURFACE OWNER:

By: Franklin W. Anderson By: Martha K. Anderson  
Franklin W. Anderson Martha K. Anderson

OPERATOR:

XTO Energy Inc., a Delaware corporation

By: Edwin S. Ryan, Jr.  
Name: Edwin S. Ryan, Jr. Doc 50  
Title: Sr. Vice President – Land




ACKNOWLEDGEMENTS

STATE OF COLORADO )  
 )ss.  
COUNTY OF LA PLATA )

This instrument was acknowledged before me this 11 day of NOVEMBER, 2014 by Franklin W. Anderson and Martha K. Anderson, personally known to me.


WITNESS my hand and official seal.

Mike Simone (SEAL)   
Notary Public  
MAY 11, 2018  
My Commission Expires

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TARRANT )

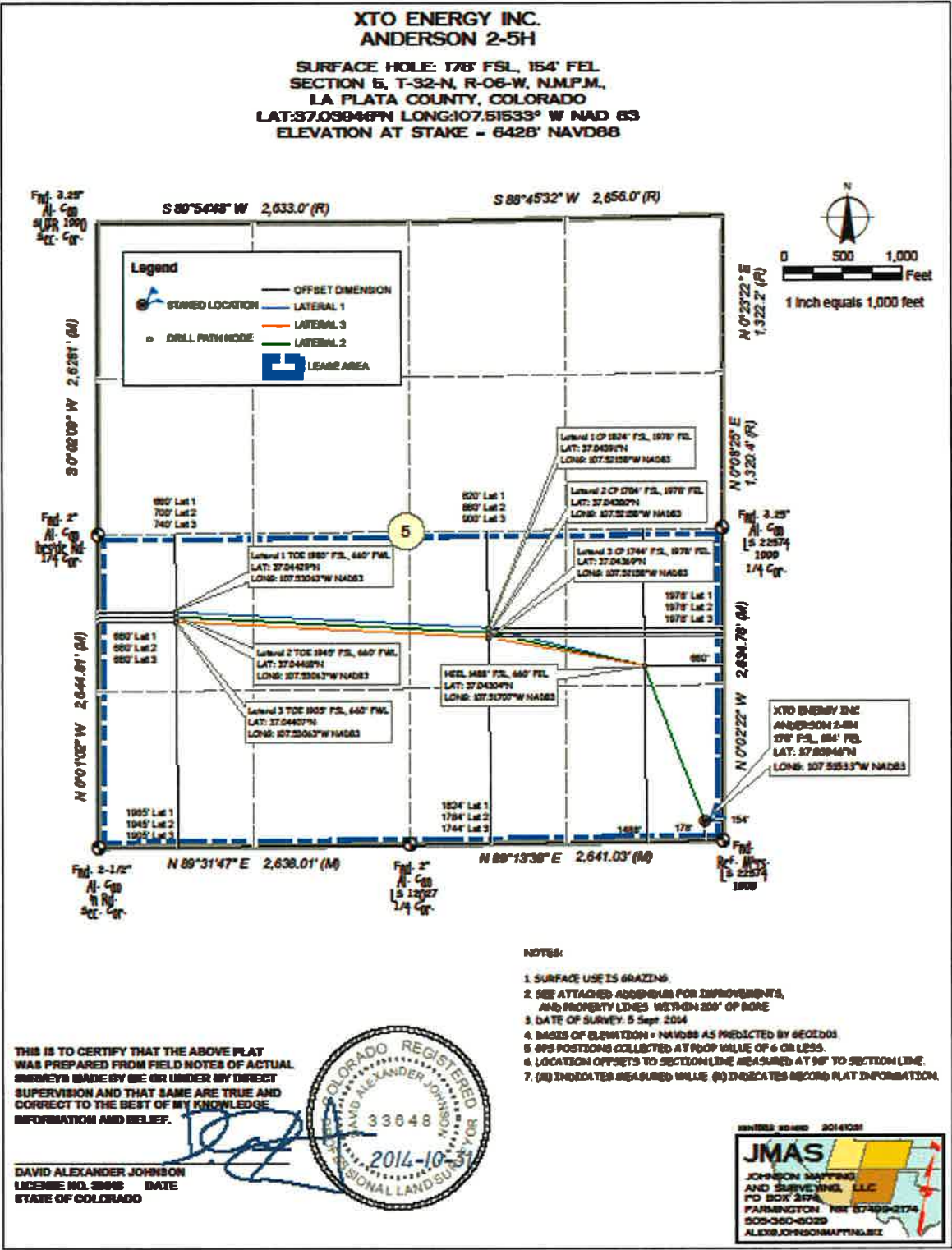
This instrument was acknowledged before me on the 17<sup>th</sup> day of December, 2014 by Edwin S. Ryan, Jr., Sr. Vice President – Land of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Stacy Lynn Whiteley (SEAL)   
Notary Public  
May 14, 2016  
My Commission Expires



# **EXHIBIT "A-1"** **Anderson 2-5H Well** **Surface Location Section Diagram**



# EXHIBIT "A-2" Anderson 3-5H Well Surface Location Section Diagram

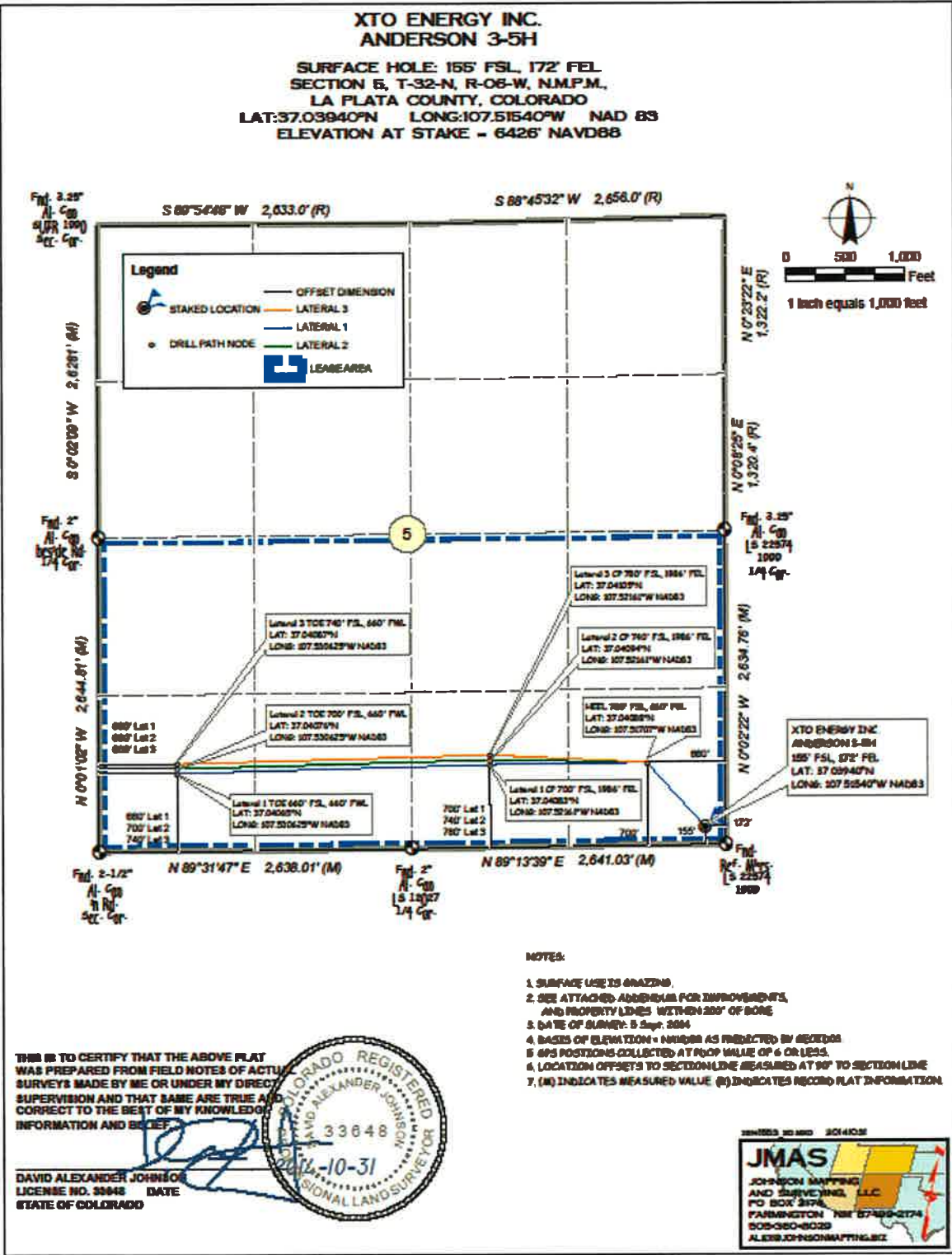
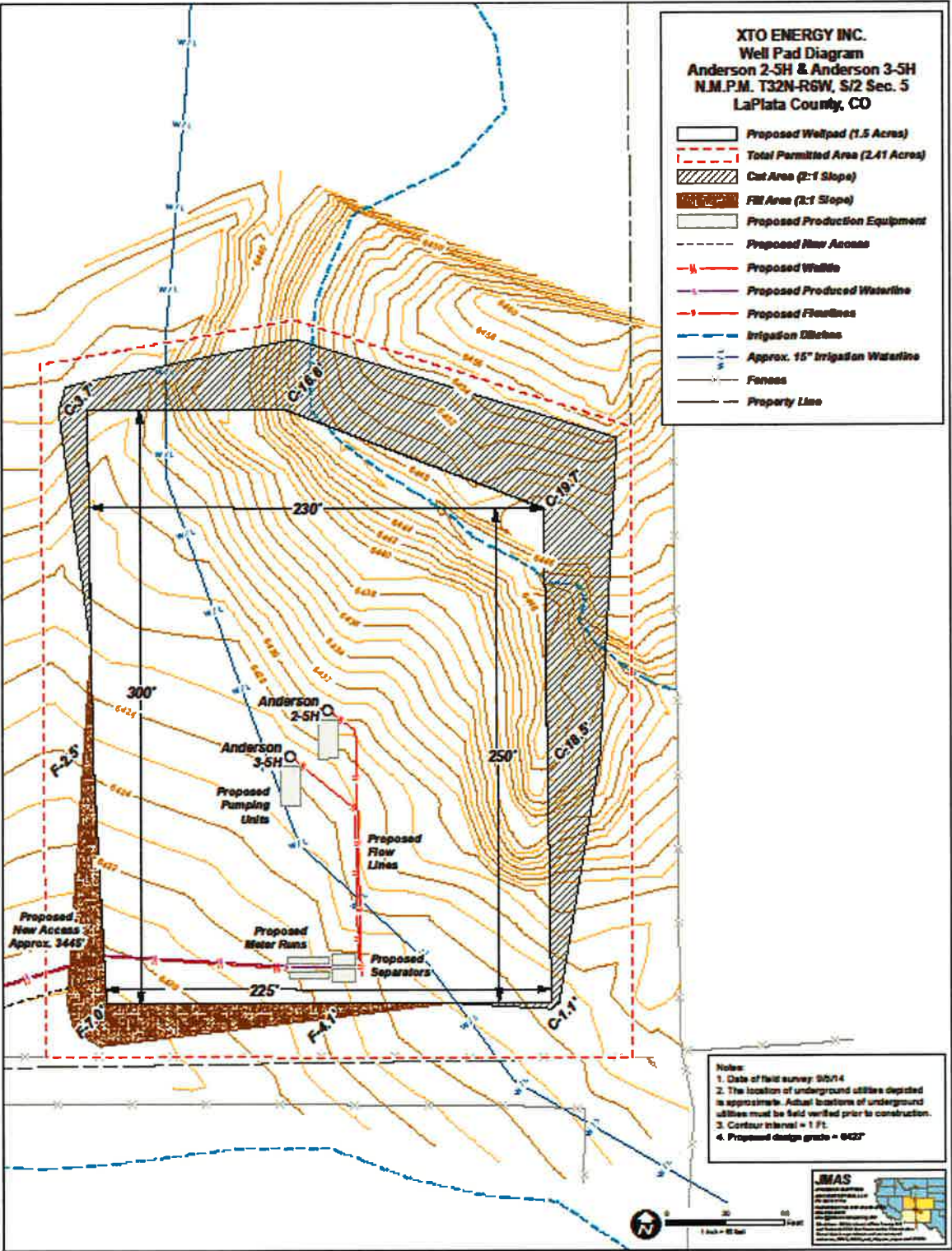


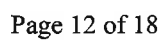


EXHIBIT "B"

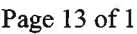
Anderson 2-5H and Anderson 3-5H Infill Well(s)  
New Well Pad Diagram



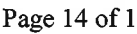
Anderson 2-5H and Anderson 3-5H Infill Well(s)  
New Access Road Diagram, Sheet 1 of 3



Anderson 2-5H and Anderson 3-5H Infill Well(s)  
New Access Road Diagram, Sheet 2 of 3



Anderson 2-5H and Anderson 3-5H Infill Well(s)  
New Access Road Diagram, Sheet 3 of 3





## Anderson 2-5H and Anderson 3-5H Infill Well(s) Gas Pipeline Survey

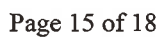




EXHIBIT "D"  
Anderson 2-5H and Anderson 3-5H Infill Well(s)  
Gas Pipeline Easement Description

**GAS PIPELINE EASEMENT DESCRIPTION**  
**XTO ENERGY INC.**  
**ANDERSON 2-5H AND 3-5H**  
**ANDERSON LANDS**

S/2 SECTION 5, T-32-N, R-06-W, N.M.P.M.,  
LA PLATA COUNTY, COLORADO  
PAGE 2/2

**Centerline Easement Description**

An easement, forty feet (40') in width, lying twelve feet (12') to the northerly side and twenty eight feet (28') to the southerly side of the following described center line located in the South Half of Section 5, Township 32 North, Range 6 West, New Mexico Principal Meridian, La Plata County, State of Colorado, said center line being more particularly described as follows:

**BEGINNING** at point on the South Line of said Section 5, said point being Survey Station 0+62.76, which bears S 89°31'47" W a distance of 1,021.08 feet from a 2-1/2" Aluminum Cap found for the South Quarter Corner of said Section 5,

THENCE	N 62°35'35" E	a distance of	76.70	feet to survey Sta. 1+39.46;
THENCE	S 89°01'33" E	a distance of	125.59	feet to survey Sta. 2+65.05;
THENCE	N 69°14'38" E	a distance of	192.27	feet to survey Sta. 4+57.32;
THENCE	N 64°39'28" E	a distance of	107.68	feet to survey Sta. 5+65.00;
THENCE	N 79°04'18" E	a distance of	6.91	feet to survey Sta. 5+71.91;
THENCE	S 86°32'48" E	a distance of	95.87	feet to survey Sta. 6+67.78;
THENCE	S 76°38'49" E	a distance of	145.78	feet to survey Sta. 8+13.56;
THENCE	S 73°18'32" E	a distance of	168.92	feet to survey Sta. 9+82.48;
THENCE	S 88°08'02" E	a distance of	506.67	feet to survey Sta. 14+89.15;
THENCE	N 89°24'03" E	a distance of	861.93	feet to survey Sta. 23+51.08;
THENCE	N 88°55'23" E	a distance of	1,142.72	feet to survey Sta. 34+93.80;
THENCE	N 77°03'10" E	a distance of	103.75	feet to survey Sta. 35+97.55;

which is the **POINT OF ENDING** for this description, from which the point for the Southeast Corner of said Section 5 bears S 72°40'07" E a distance of 181.25 feet.

**CONTAINING:** 3,534.79 feet, 214.23 rods and 3.25 acres +/-

**SURVEYOR'S STATEMENT**

I hereby state that this description was prepared by me or under my direct responsibility, supervision and checking, and that in my professional opinion is true and correct to the best of my knowledge, belief, and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado.



DAVID ALEXANDER JOHNSON  
Colorado Registration No. 33648

DATE

**BASIS OF BEARINGS:** As measured by GPS between monuments found for the Southwest Corner and the South Quarter Corner of Section 5, T-32-N, R-6-W, N.M.P.M., La Plata County Colorado, Line Bears N 89°31'47" E a distance of 2,638.01 feet.

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EXHIBIT "E"

Anderson 2-5H and Anderson 3-5H Infill Well(s)  
Produced Waterline Easement Description

PRODUCED WATERLINE  
EASEMENT DESCRIPTION  
XTO ENERGY INC.  
ANDERSON 2-5H AND 3-5H

S/2 SECTION 5, T-32-N, R-06-W, N.M.P.M.,  
LA PLATA COUNTY, COLORADO  
PAGE 2/2

Centerline Easement Description

An easement, forty feet (40') in width, lying twelve feet (12') to the east and north sides and twenty eight feet (28') to the west and south sides of the following described center line located in the South Half of Section 5, Township 32 North, Range 6 West, New Mexico Principal Meridian, La Plata County, State of Colorado, said center line being more particularly described as follows:

BEGINNING at Survey Station 0+00, which bears N 35°57'00" E a distance of 1,598.48 feet from a 2-1/2" Aluminum Cap found for the Southeast Corner of said Section 5,

THENCE	S 14°33'00" E	a distance of	1,295.18	feet to survey Sta. 12+95.18;
THENCE	N 88°28'33" E	a distance of	352.45	feet to survey Sta. 16+47.63;
THENCE	S 89°01'33" E	a distance of	194.42	feet to survey Sta. 18+42.05;
THENCE	N 69°14'38" E	a distance of	192.27	feet to survey Sta. 20+34.32;
THENCE	N 64°39'28" E	a distance of	107.68	feet to survey Sta. 21+42.00;
THENCE	N 79°04'18" E	a distance of	6.91	feet to survey Sta. 21+48.91;
THENCE	S 86°32'48" E	a distance of	95.87	feet to survey Sta. 22+44.78;
THENCE	S 76°38'49" E	a distance of	145.78	feet to survey Sta. 23+90.56;
THENCE	S 73°18'32" E	a distance of	168.92	feet to survey Sta. 25+59.48;
THENCE	S 88°08'02" E	a distance of	506.67	feet to survey Sta. 30+66.15;
THENCE	N 89°24'03" E	a distance of	861.93	feet to survey Sta. 39+28.08;
THENCE	N 88°55'23" E	a distance of	1,142.72	feet to survey Sta. 50+70.80;
THENCE	N 77°03'10" E	a distance of	103.75	feet to survey Sta. 51+74.55;

which is the POINT OF ENDING for this description, from which the point for the Southeast Corner of said Section 5 bears S 72°40'07" E a distance of 181.25 feet.

CONTAINING: 5,174.55 feet, 313.61 rods and 4.75 acres +/-

SURVEYOR'S STATEMENT

I hereby state that this description was prepared by me or under my direct responsibility, supervision and checking, and that in my professional opinion is true and correct to the best of my knowledge, belief, and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado.



DAVID ALEXANDER JOHNSON  
Colorado Registration No. 33648

DATE

BASIS OF BEARINGS: As measured by GPS between monuments found for the Southwest Corner and the South Quarter Corner of Section 5, T-32-N, R-6-W, N.M.P.M., La Plata County Colorado, Line Bears N 89°31'47" E a distance of 2,638.01 feet.

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SURFACE OWNER RESPONSE  
TO COLORADO DEPARTMENT OF WILDLIFE  
CONDITIONS OF APPROVAL

**C. R.S. 34-60-128(3)(b) provides for surface owner consent of certain permit specific conditions of wildlife habitat protection.**

Franklin W. Anderson and Martha K. Anderson as record title Surface Owner is vested with title to the surface estate of a tract of land in the S/2 of Section 5, Township 32 North, Range 6 West, N.M.P.M., more particularly described under that certain Warranty Deed recorded on February 11, 1980, Reception No. 440560, filed of record with Office of the Clerk of La Plata County, Colorado (the "Property"), are aware of the following Colorado Department of Wildlife's ("CDOW") recommended Conditions of Approval ("COA") associated with XTO Energy Inc. Application(s) for Permit to Drill the Anderson 2-5H and Anderson 3-5H Infill Wells:

No.

1. All fired vessel and heat transfer stacks, vents, or other openings shall be equipped with screens or other appropriate equipment to prevent entry by wildlife, including migratory birds.

*The above Condition of Approval is currently addressed by existing rule 604.b.(7) and Migratory Bird Policy of the Colorado Oil and Gas Conservation Commission and is not open for discussion by the operator or the surface owner.*

2. Do not place staging, refueling, or chemical storage areas within riparian zones and floodplains.
3. Use wildlife-appropriate fencing at this facility if acceptable to Surface Owner.
4. Use wildlife-appropriate seed mixes at this facility if acceptable to Surface Owner.
5. Gate the access road to this facility and limit public access if acceptable to Surface Owner.  
*The Access Road is currently gated.*

and hereby:

CONSENT to implementation of the following recommended COA's: 1, 2 & 5

DO NOT CONSENT to implementation of the following recommended COA's: 3 & 4

Propose(s) the attached alternative(s) to the following recommended COA's: —

By: Franklin W. Anderson Date: 11 Nov 14  
Franklin W. Anderson

By: Martha K. Anderson Date: 11/11/14  
Martha K. Anderson