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COGCC

**SURFACE USE AGREEMENT AND QUITCLAIM EASEMENT DEED
DEVER A WELL PAD AND PAD ACCESS**

THIS SURFACE USE AGREEMENT AND QUITCLAIM EASEMENT DEED ("Agreement and Quitclaim Deed") is made by and between the Board of County Commissioners of Garfield County, Colorado ("BOCC") whose address is 108 8th Street, Glenwood Springs, Colorado 81601 and Antero Resources Corporation, whose address is 1625 Seventeenth Street, Suite 300, Denver, Colorado 80202 ("Antero").

WHEREAS, the BOCC holds title to the surface of lands located in Section 18, Township 6 South, Range 92 West, 6th PM, identified as Parcel No. 2177.134.00.205 in the records of the Garfield County Assessor; and

WHEREAS, Antero desires to utilize a portion of Parcel No. 2177.134.00.205 on the southeast side of the Garfield County Regional Airport ("Airport"), east of the property commonly known as the "Airport Land Partner's property", for the operations hereinafter described, and the BOCC desires to allow such utilization; and

WHEREAS, the BOCC and Antero desire to memorialize their agreements concerning use of the surface of a portion of Parcel No. 2177.134.00.205, as described on the plat, titled "Well Pad and Access Easement Exhibit", attached to and incorporated herein by this reference as "Exhibit A", in connection with Antero's operations associated with wells to be drilled by Antero.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, recited herein, receipt of which is hereby acknowledged, the BOCC and Antero agree as follows:

1. Grant of Exclusive, Terminable Easements.

A. Well Pad. The BOCC hereby gives, grants and quitclaims to Antero, its agents, employees, servants and assigns an exclusive easement for the purpose of entering upon and using the surface, legally described and identified on Exhibit A as the "Dever A Pad", for the purposes of drilling, completing and producing wells, including locating a well pad, tank batteries, flowlines (as defined in the 100 Series of the Colorado Oil and Gas Conservation Commission Rules and Regulations ("COGCC Regulations")), pigging facilities, well head compressors, and other facilities needed to reach and extract natural gas by means of directional drilling ("Facilities").

B. Access Road. The BOCC hereby gives, grants and quitclaims to Antero, its agents, employees servants and assigns an exclusive easement to construct and maintain an access road for the purpose of accessing the Dever A Pad from County Road 352, a.k.a. Airport Road ("CR 352"), as such surface easement is depicted, labeled "Pad Access" and legally described on Exhibit A ("Access Road"). Antero specifically agrees to abandon and relocate the Access Road, at Antero's sole cost and expense, if relocation is necessitated by realignment of CR 352. The current alignment and a proposed realignment of the CR 352 right-of-way are shown on Exhibit A. Antero specifically understands, however, that the future road realignment depicted on Exhibit A by dashed lines, if constructed, may not be as depicted. In any event, if required, abandonment and relocation of the Access Road shall be accomplished promptly following reasonable notice by the BOCC to Antero, in accordance with Paragraph 16, below. The BOCC and Antero agree to amend this Agreement and Quitclaim Deed and the associated Road and Bridge access permit, required by Subparagraph C., below, as necessary, to provide Antero with access to the Dever A Pad, without further payment by Antero of compensation or permitting fees, should relocation become necessary.

C. "Driveway" Permit. Antero also agrees to apply for a separate "access/driveway permit" from the Garfield County Road and Bridge Department, under terms of Section 4.0 of the Garfield County Road and Bridge Right-of-Way Use Regulation, adopted by Resolution No. 2003-113 and recorded as Reception No. 643477 in Book 1448, Page 918 in the records of the Garfield County Clerk and Recorder, and as amended ("Road and Bridge Regulations"), for the purpose of controlling the Access Road's intersection with CR 352.

D. Well Pad and Access Road Easements. The Easements granted to Antero in this Paragraph 1. A. and B. may be referred to herein, individually as "Dever A Pad" and "Access Road", or together as the "Easements".

2. Termination of Rights. The rights granted by the BOCC to Antero under Paragraph 1.A. and B., above, shall terminate upon the permanent plugging and abandoning of the last well located on the Dever A Pad. Notwithstanding the foregoing, the rights granted to Antero under Paragraph 1. A. and B. shall survive as to any pigging facilities located on the Dever A Pad. Antero agrees to reduce the square footage of the surface utilized for such pigging facilities, and access thereto, to a size as reasonably compact as is practicable while maintaining safe operations, and the description of "Access Road", in Paragraph 1. B., above, shall be automatically amended to include a length allowing access from CR 352 to the location of the pigging

facilities. The surviving Paragraph 1. A. and B. rights shall terminate after twenty-four (24) months of inactivity. Upon termination by abandonment of the last well, the Facilities, other than the pigging facilities, shall be removed and the surface areas shall be reclaimed consistent with COGCC Regulations, including, without limitation, filling and leveling of the location, re-contouring, distribution of topsoil, making the location ready for re-seeding and re-seeding. Revegetation shall be in accordance with the provisions of Paragraph 21, below, and the Garfield County Noxious Weed Management Plan, adopted by Resolution No. 2002-94 and recorded as Reception No. 613353 in Book 1399 at Page 456, and as amended ("Garfield County Weed Regulations"). The same removal and surface reclamation requirements shall be met by Antero as to the pigging facilities, and access thereto, following twenty-four (24) months of inactivity.

3. Payment. Upon execution of this Agreement and Quitclaim Deed, Antero makes a one-time payment to the BOCC in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) in consideration of Antero's use of the surface burdened by the Easements. Said payment shall not relieve Antero of responsibility to reclaim all disturbed surface areas in accordance with Paragraphs 2, above, and 21, below.

4. Limitation on Rights. The surface burdened by the Easements, may be used only in connection with the operational and use rights described in Paragraph 1. A. and B.

5. Maintenance. Antero shall at all times keep the Dever A Pad, associated Facilities and the Access Road safe and in good order, free of noxious weeds, litter and debris. Antero shall not permit the release or discharge of any toxic or hazardous chemical or waste on the Easements or any surrounding property owned by the BOCC.

6. Produced Water. Surface discharge of produced water is not permitted on the Easements or any surrounding property owned by the BOCC. Produced water shall be hauled away by vehicles, in compliance with the regulations set forth in Section 5, "Size, Weight and Load Limits", of the Road and Bridge Regulations and other applicable federal, state and local law and regulation.

7. Improvements. No fences or other improvements shall be removed or damaged by Antero without the prior written consent of the BOCC. Antero shall be responsible for payment of damages, in addition to the payments identified in Paragraph 3, above, and the institution of other safeguards to protect the rights and property of the BOCC. Upon final termination of Antero's rights

under this Agreement and Quitclaim Deed, as defined in Paragraph 2 above, Antero shall return, as near as is practicable, the Access Road and Dever A Pad to the condition they were in at the time of execution of this Agreement and Quitclaim Deed, unless otherwise agreed by the BOCC at the time of termination. All disturbed areas caused by Antero's activities shall be re-seeded in accordance with Paragraph 2, above, and Paragraph 21, below. Fences and road signs, if any, shall be restored, as near as is practicable, to the original condition and location unless otherwise agreed by the BOCC.

8. Payment and Damages. The payment herein provided, under provision of Paragraph 3, above, is acknowledged by the BOCC as sufficient and in full satisfaction for Antero's use of the surface in Antero's reasonable and customary entry and rights-of-way, and Antero's operation and use of the Dever A Pad and Access Road, but does not include damage to livestock, buildings or improvements, or injuries to persons or to any damage or destruction caused to the BOCC's water supply. This Agreement and Quitclaim Deed does not relieve Antero from liability due to Antero's negligence or trespass, or due to spills or discharges of any hydrocarbon or toxic or hazardous chemicals or wastes, or from leaks or breaks associated with Antero's Facilities. Damage to livestock and damage to crops shall be paid for by Antero at current market value. Any fires caused by Antero's employees or authorized agents shall be compensated by paying the cost of replacement pasture, plus replacement and/or repair costs for all personal property destroyed or damaged. The cost of replacement pasture will be determined by the amount generally accepted in the area for like kind pasture.

9. No Warranty. The BOCC makes no warranty of title or otherwise in entering into this Agreement and Quitclaim Deed; provided, however, if it is determined that the BOCC did not have any rights to transfer pursuant to this Agreement and Quitclaim Deed, then Antero's sole remedy shall be to recover from the BOCC those payments made by Antero, described in Paragraph 3, above, in a manner consistent with the Local Government Budget Law and, specifically, Section 29-1-110, C.R.S., as amended.

10. Non-disturbance. Antero and its employees and authorized agents shall not disturb, use or travel upon any property owned by the BOCC not subject to this Agreement and Quitclaim Deed or other agreements between the BOCC and Antero recorded in the real estate records of the Garfield County Clerk and Recorder.

11. Firearms, Explosives, Illegal Drugs. Antero's employees, contractors, authorized agents and any other person under the direction or control of Antero shall not carry firearms or any

weapon while crossing the Easements or any surrounding property owned by the BOCC. Such persons shall not hunt or fish on the Easements, shall not trespass for the purposes of hunting or fishing or other recreational uses, and shall not bring alcoholic beverages or illegal drugs onto the Easements or surrounding property. No explosives shall be used on the BOCC's property. Antero shall notify all of its contractors, agents and employees of the provisions of this Paragraph 11.

12. Water. Antero shall not use any water from existing wells, reservoirs and springs, if any, on the Easements or the BOCC's surrounding property without the BOCC's prior written consent. Antero shall not disturb, interfere with, fill or block any creek, reservoir, spring or other source of water existing as of the date of this Agreement and Quitclaim Deed. Antero shall not use water taps on the Airport, except in the case of an emergency.

13. Enforcement Costs. If Antero defaults under this Agreement and Quitclaim Deed, Antero shall pay all costs and expenses, including reasonable attorney fees, incurred by the BOCC in enforcing this Agreement and Quitclaim Deed.

14. Indemnification. To the maximum extent permitted by law, Antero shall indemnify, defend and hold harmless the BOCC and, if applicable, the BOCC's officers, employees, agents, successors and assigns from any and all claims, liabilities, demands, suits, losses, damages and costs (including, without limitation, reasonable attorney fees) which may arise out of or be related to Antero's activities on the Easements, other than those resulting from negligence or willful misconduct on the part of the BOCC or its officers, employees, or agents.

15. Compliance with Law. Antero shall conduct operations and activities in accordance with existing local, state and federal laws, rules and regulations, including without limitation applicable COGCC Regulations. Without limiting the generality of this Paragraph 15 all of Antero's operations at the Airport and use of the Easements shall be in accordance with Federal Aviation Administration Regulations ("FAA"), Part 77, concerning the safe and efficient use of navigable airspace by aircraft and with the motor vehicle registration and taxation provisions of Article III of the Colorado Uniform Motor Vehicle Law, Section 42-3-101, et seq. C.R.S., as amended.

16. Notice and Contract Manager. Notice shall be given to either party to this Agreement and Quitclaim Deed by depositing the same in the United States mail, postage prepaid, certified return receipt requested, duly addressed to the other party at

the address set out below the party's signature on this Agreement and Quitclaim Deed. Such notice shall be deemed delivered when deposited in the United States mail. The BOCC's contract manager for purposes of this Agreement and Quitclaim Deed shall be the Assistant County Manager or designee.

17. Recording. This Agreement and Quitclaim Deed shall be recorded in the real estate records of the Clerk and Recorder of Garfield County Colorado.

18. Construction of Agreement and Quitclaim Deed. This Agreement and Quitclaim Deed shall be construed under the laws of the State of Colorado.

19. Assignment and Binding Effect. This Agreement and Quitclaim Deed may be assigned by the BOCC or Antero, and shall be binding upon the successors and assigns of the parties. Notice of assignment shall be provided each party to the other in accordance with Paragraph 16, above.

20. Federal Aviation Administration Requirements. Antero's use of the Easements shall be in accordance with the FAA letter of no objection, identified as "Airspace Case No. 2006-ANM-41-NRA", a copy of which is attached and incorporated herein by this reference as "Exhibit B". Antero shall meet all requirements of the FAA, including without limitation the rig height restrictions contained therein.

21. Vegetation Management. Antero shall consult with the Garfield County Vegetation Management Director and provide a study and noxious weed control plan for the Easements, along with a financial guarantee of Antero's obligations under such study and plan, consistent with the Garfield County Weed Regulations.

22. Storm Water Management and Spill Prevention. Antero shall provide the BOCC with two (2) copies of its storm water management and spill prevention plan, related to Antero's use of the Easements, and post a copy of the plan on the Dever A Pad. Antero shall diligently implement and manage its storm water and spill prevention plan.

23. Safety and Emergency Response Plan. Antero shall provide the BOCC with two (2) copies of its safety and emergency response plan related to Antero's use of the Easements, including current contact names and phone numbers, and post a copy of the plan on the Dever A Pad. Antero shall diligently implement and manage its safety and emergency response plan.

DATED to be effective the 27th day of March, 2006, no matter the date of execution below.

Board of County Commissioners
of Garfield County ("BOCC")

ATTEST:

BY:

John Martin, Chairman

Date: 4-5-06

108 8th Street, Suite 213
Glenwood Springs, Colorado 81601
Atten: Assistant County Manager

Dorinda Alsdorf by
Clerk to the Board
Marion Clayton,
Deputy

Antero Resources Corporation
("Antero")

BY:

Name: TERRELL A. DOBKINS

Title: VICE PRESIDENT

Date: 4-5-06

1625 Seventeenth Street
Suite 300
Denver, Colorado 80202

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Acknowledgements

**SURFACE USE AGREEMENT AND QUITCLAIM EASEMENT DEED
DEVER A WELL PAD AND PAD ACCESS**

STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 5th day of April, 2006 by
as Terrell A. Dobkins of Antero Resources Corporation on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 9/27/2008



Jacqueline Marincic
Notary Public

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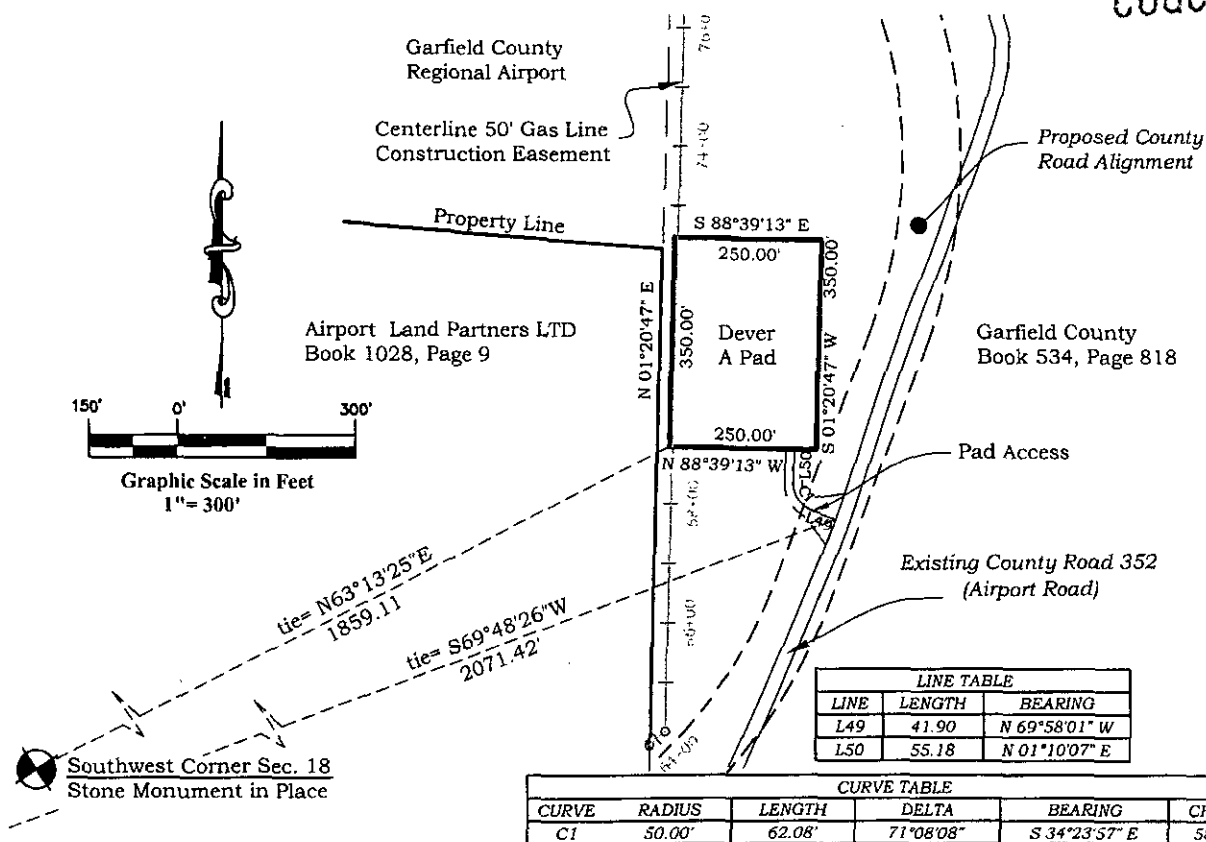
EXHIBIT A
SURFACE USE AGREEMENT AND QUITCLAIM EASEMENT DEED
DEVER A WELL PAD AND PAD ACCESS

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Garfield County Regional Airport Well Pad And Access Easement Exhibit Dever A Pad



WELL PAD EASEMENT

A PARCEL OF LAND SITUATE IN THE W1/2 OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, A STONE MONUMENT FOUND IN PLACE; THENCE N63°13'25"E 1859.11 FEET TO THE POINT OF BEGINNING; THENCE N01°20'47"E 350.00 FEET; THENCE S88°39'13"E 250.00 FEET; THENCE S01°20'47"W 350.00 FEET; THENCE N88°39'13"W 250.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 0.00 ACRES MORE OR LESS.

ACCESS EASEMENT

A STRIP OF LAND SITUATE IN THE W1/2 OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD STATE OF COLORADO, SAID STRIP LYING 50 FEET TO EACH SIDE AT COUNTY ROAD 352 AND NARROWING TO 15 FEET TO EACH SIDE AT THE WELL PAD OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, A STONE MONUMENT FOUND IN PLACE; THENCE N69°48'26"E 2071.42 FEET TO A POINT ON THE WESTERLY EDGE OF PAVED COUNTY ROAD 352, THE POINT OF BEGINNING; THENCE N69°58'01"W ALONG SAID CENTERLINE 41.90 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET, AND ARC LENGTH OF 62.08 FEET (CHORD BEARS N34°23'57"W 58.17 FEET); THENCE CONTINUING ALONG SAID CENTERLINE N01°10'07"E 55.18 FEET TO THE POINT OF TERMINUS WHENCE SAID NORTHWEST CORNER BEARS S66°02'07"W 2049.69 FEET.



River Valley Survey, Inc.
110 East 3rd. Street, Suite 207
Rifle, Colorado 81650
Ph: 970-379-7846

Project: GCRA Easement Proj. No. 06011-01

Field Date: 01/25/06

Scale: 1" = 300'

Date: 03-23-06

Sheet: 1 of 1

**Pipeline Easement Plat
Prepared For Antero Resources**

Situate In:
W1/2 Sec. 18, T6S., R. 92 W. of the 6th
P.M., Garfield County, Colorado

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EXHIBIT B
SURFACE USE AGREEMENT AND QUITCLAIM EASEMENT DEED
DEVER A WELL PAD AND PAD ACCESS