

MEMORANDUM OF SURFACE USE, ACCESS AND RIGHT-OF-WAY AGREEMENT

WHEREAS, on this 30th day of September, 2014, Jerry E. Gunderson, Individually and as General Partner of Gunderson Ranch Partnership, LLP, as Personal Representative of the Estate of Edwin Gunderson, Jr., Deceased, and as Personal Representative of the Estate of Norva A. Gunderson, Deceased Susan Nichols, individually, and Celia Eklund, Individually (collectively "Surface Owner") and Piceance Energy, LLC, as "Operator", entered into that certain Surface Use, Access and Right-of-Way Agreement ("Agreement") covering the lands described on Exhibit "A", attached hereto and by this reference made a part hereof located in Mesa County, Colorado:

hereinafter called the "Property"); and

WHEREAS, said Agreement contains all required provisions and agreements as to Operator's use of the above described lands for drilling and production of oil, gas, and other minerals located on or under the Property. The Agreement specially waives the 30 day notice requirement contained in Rule 305 and satisfies the consultation requirement contained in Rule 306 of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission with respect to any and all wells drilled from the Property.


This Memorandum of Surface Use, Access and Right-of-Way Agreement is intended to give public notice of the Agreement by and between Owner, as the Surface Owner and Operator, and may be relied upon by all parties.

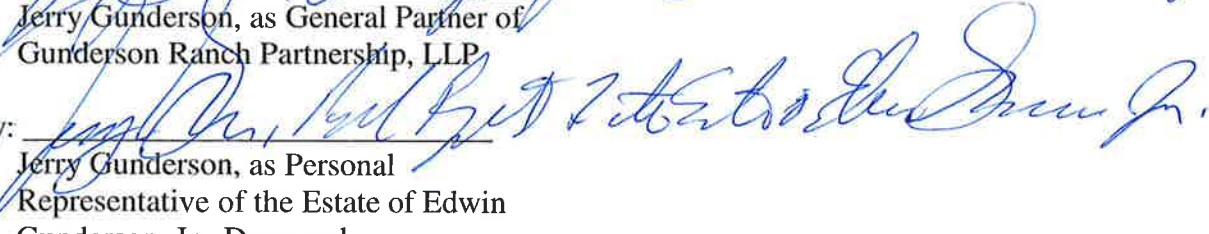
IN WITNESS WHEREOF, said parties have caused this Memorandum of Surface Use, Access and Right-of-Way Agreement to be executed as of the date first hereinabove written.

SURFACE OWNER:

OWNER:

By: 
Jerry Gunderson, Individually

By: 
Jerry Gunderson, as General Partner of
Gunderson Ranch Partnership, LLP

By: 
Jerry Gunderson, as Personal
Representative of the Estate of Edwin
Gunderson, Jr., Deceased

By: _____

Jerry Gunderson, as Personal
Representative of the Estate of Norva A.
Gunderson, Deceased

By: _____

Susan Nichols, Individually

By: _____

Celia Eklund, Individually

PICEANCE ENERGY, LLC:

By: _____

Name: James G. Hohenstein
Title: Vice President of Land

ACKNOWLEDGMENTS

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 26th day of September, 2014 by Jerry Gunderson, Individually and as General Partner of Gunderson Ranch Partnership, LLP, as Personal Representative of the Estate of Edwin Gunderson, Jr., Deceased, and as Personal Representative of the Estate of Norva A. Gunderson, Deceased.

My commission expires: 05/03/18



Anne Tonette Southern
Notary Public

Page 3 of 4

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 30th day of September, 2014 by James G. Hohenstein as Vice President of Land of Piceance Energy, LLC, on behalf of said company.

My commission expires: 05/03/18




Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Surface Use, Access and Right-of-Way Agreement dated September 30th, 2014 by and between Jerry E. Gunderson, Individually and as General Partner of Gunderson Ranch Partnership, LLP, as Personal Representative of the Estate of Edwin Gunderson, Jr., Deceased, and as Personal Representative of the Estate of Norva A. Gunderson, Deceased Susan Nichols, individually, and Celia Eklund, Individually (collectively "Surface Owner") and Piceance Energy, LLC ("Operator").

LEGAL DESCRIPTION OF THE PROPERTY

Mesa County, Colorado

Township 9 South, Range 93 West, 6th P.M.

Section 21: All of the SW/4, except that part lying east of the existing fence.

Township 9 South, Range 93 West, 6th P.M.

Section 17: N/2NE/4SW/4, SE/4NE/4SW/4, E/2SE/4SW/4 except that portion lying south of County Road 330 No. 330E, N/2NW/4SW/4 SAVE AND EXCEPT that portion of a metes and bounds tract being more fully described in Warranty Deed dated March 19, 2002 and recorded in Book 3049 at Page 594 of Mesa County Deed Records.

Township 9 South, Range 93 West, 6th P.M.

Section 17: W/2NE/4, E/2NW/4, W/2SE/4

Township 9 South, Range 93 West, 6th P.M.

Section 5: W/2W/2, except that part lying east of the survey line

Section 6: Lots 1, 2 & 7, SE/4SW/4, S/2NE/4, SE/4

Section 7: E/2E/2, except that part lying east of the survey line

Section 18: NE/4NE/4 except that part lying east of the survey line.

Township 9 South, Range 93 West, 6th P.M.

Section 6: SW/4SE/4

Section 7: Lots 1-2-3-4, SE/4NW/4, E/2SW/4, W/2E/2

Township 9 South, Range 93 West, 6th P.M.

Section 7: NE/4NW/4

Township 9 South, Range 93 West, 6th P.M.

Section 18: Beginning NW corner of SE/4SW/4 then south 455 feet, east 180 feet ML & across Buzzard Creek NW to a point 140 feet east of beginning west 140 feet to point of beginning.

Township 9 South, Range 93 West, 6th P.M.

Section 18: Lot 2 (ADA SW/4NW/4)

Township 9 South, Range 93 West, 6th P.M.

Section 18: NW/4NE/4, E/2NW/4, NE/4SW/4

Township 9 South, Range 93 West, 6th P.M.

Section 20: E/2, NE/4NW/4

Section 21: W/2NW/4

Township 9 South, Range 94 West, 6th P.M.

Section 1: SE/4SE/4

Section 12: E/2, SW/4

Section 13: NW/4