

**EASEMENT, RIGHT-OF-WAY  
and  
SURFACE USE AGREEMENT**

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of the 10th day of April, 2006, by and between Larry D. Seaton, whose address is 18509 WCR 22 Fort Lupton, CO 80621 ("Surface owner," whether one or more) and Kerr-McGee Rocky Mountain LLC, ("KMRMLLC"), with offices at 1999 Broadway, Suite 3600, Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township: 2 North, Range 65 West, of the 6th P.M.  
Section: 18 W/2NE/4

For and in consideration of the sum of ten dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree to the terms and provisions set forth as follows:

1. Compensation for Well; Release of All Claims

KMRMLLC shall pay to Surface Owner the sum as set forth and according to the terms of that certain Letter Agreement by and between Surface Owner and KMRMLLC, dated April 10, 2006, as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMRMLLC drilling or completion operations or its continuing activities for the production or transportation of oil, gas, or other hydrocarbons or products associated with the foregoing including, but not limited to, surface use, access, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable or customary uses of land related to said operations or activities.

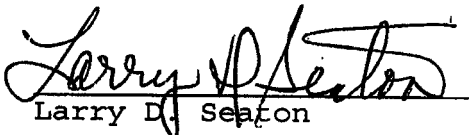
2. Grant of Right of Way and Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to KMRMLLC an easement and right-of-way for the purpose of constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines for each well drilled upon the Lands, pipelines, and pipeline interconnections for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil or gas is produced or capable of being produced from any well drilled on the Lands, provided however, no easement or right-of-way is granted across any irrigation circle or which would interfere with any existing improvements.

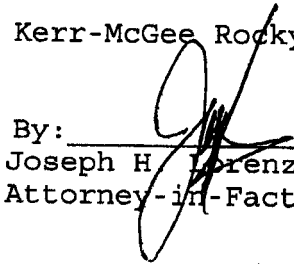
This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

The undersigned have executed this Agreement as of the day first above written.

SURFACE OWNER

  
Larry D. Seaton

Kerr-McGee Rocky Mountain LLC

By:   
Joseph H. Brenzo  
Attorney-in-Fact



3389125 05/18/2006 01:19P Weld County, CO  
2 of 2 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

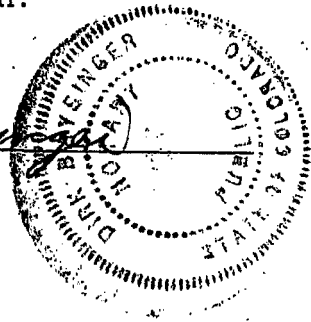
STATE OF COLORADO       )  
  ) ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me  
this 26 day of April, 2006, by Larry D. Seaton.

Witness my hand and official seal.

Dink Baysinger  
Notary Public

My commission expires 6/13/2006



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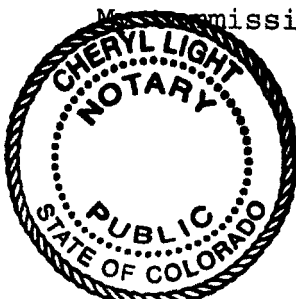
STATE OF COLORADO       )  
CITY AND                       ) ss  
COUNTY OF DENVER        )

This instrument was acknowledged before me this 8th day  
of May, 2006, by Joseph H. Lorenzo, Attorney-in-  
Fact of Kerry McGee Rocky Mountain LLC, on behalf of the  
corporation.

Witness my hand and official seal.

Cheryl Light  
Notary Public

My commission expires \_\_\_\_\_



My Commission Expires 03/24/2008