

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of April 26, 2011, by and between James E. Rowe Jr Family Trust and J C Drake Associates Inc. Employees Trust, (collectively "Surface Owner") whose address is 1134 South Broadway, Denver, Colorado 80210 and Kerr-McGee Oil & Gas Onshore LP, ("KMG") with offices at 1099 18th St. #1800 Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 1 North, Range 65 West, of the 6th P.M.
Section 27: NE/4 (covering the Rowe 13N-27HZ well ("Well"))

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

KMG shall pay to Surface Owner the sum as set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG, dated April 26, 2011, as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to that portion of the Lands depicted on Exhibit A attached hereto (hereinafter the "Operations Area"), and growing crops thereon that may occur as a result of KMG's reasonable operations consisting of 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, provided KMG conducts its operations in the Operations Area. The Operations Area shall be limited to approximately ten (10) acres of land while drilling and completion operations are being conducted and no more than 1.63 acres for the permanent wellhead and setbacks, as well as .6 acres for the permanent facilities.

2. Grant of Right of Way and Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to KMG and its successors and assigns 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, flowlines, 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. Ways of ingress and egress, well site areas, surface equipment locations and tanker truck service areas shall be agreed to by and between Surface Owner and KMG prior to commencement of operations. The gathering line easements referred to herein are individually depicted on Exhibit A as a "Petroleum Pipeline Easement."

3. Waivers

Surface Owner agrees not to object to the use of the surface in the Operations Areas and the Petroleum Pipeline Easements so long as such use is consistent with this Agreement and Surface Owner will provide KMG or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission ("COGCC") or any local jurisdiction.

4. Future Well Locations

Current COGCC rules and regulations allow the owners and/or lessees of the oil and gas that may underlie the Lands to locate oil and/or gas wells in five drilling windows in a quarter Section, one in approximately the center of each quarter quarter Section in a 400 foot by 400 foot window (the "Corner Windows") and one in the center of the quarter Section in an 800 foot by 800 foot window (the "Center Window"). KMG shall have the right to locate future vertical, directional and horizontal wells within the Corner Windows and the Center Windows referenced above following consultation with the surface owner as provided in the COGCC rules and regulations.

4. Reclamation

Reclamation of the Lands shall commence as soon as practicable after drilling and completion activities are concluded and shall be completed in a reasonable time after recognizing the practical limitations of weather and season. The Lands shall be restored as close as reasonably practicable to their condition when KMG first commenced operations on them and shall include filling drilling pits, grading disturbed areas, and seeding or replanting. The areas to be reclaimed include the pipeline surface disturbance areas and the Well pad surface area outside the Operations Area. All mitigation and reclamation activities by KMG will conform to applicable laws, rules and regulations.

5. Subsequent Surface Disturbance

All subsequent disturbances by KMG to areas reclaimed under the preceding paragraph will be similarly reclaimed by KMG within

a reasonable amount of time, recognizing practical limitations of weather and season. KMG will make a reasonable attempt to notify Surface Owner in advance of any significant subsequent disturbance activities on the Lands, including, but not limited to, Well servicing, Well re-drill, and pipeline repairs, with the exception of emergency repairs.

6. Indemnification

KMG agrees to indemnify, defend and hold Surface Owner harmless from and against any and all expenses, losses or damages resulting from or relating to KMG's operations and maintenance of the Well and associated facilities such as the Well pad, access roads and pipeline. Surface Owner will indemnify, defend and hold KMG harmless from such expenses, losses or damages to the extent resulting from or relating to the gross negligence or willful misconduct of Surface Owner or Surface Owner's employees, contractors, guest, invitees.

7. Burial of Pipelines.

KMG will, to the extent reasonably practicable, bury all pipelines to a minimum depth of 36 inches below the surface.

8. No Application to Other Wells.

The rights, duties and obligations of the parties to this Agreement pertain only to this Well. This Agreement is not intended to apply to any other well that hereafter may be drilled on the Lands.

9. Compliance with Law.

Except as otherwise provided herein, KMG shall conduct operations and activities in accordance with existing local, state and federal laws, rules and regulations that apply to its operations. Surface Owner expressly acknowledges that this Agreement satisfies KMG's obligation under COGCC rules 305 and 306, as amended, to consult in good faith with the Surface Owner regarding the proposed oil and gas operations.

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.

Kerr-McGee Oil & Gas Onshore LP

By:

James E. Rowe Jr Family Trust

By:

Its: Route 1

By:

Its: Tram stop

STATE OF COLORADO

COUNTY OF *Hempden*

The foregoing instrument was acknowledged before me

as Trustee of James E. Rowe Jr Family Trust.

Notary Public

My commission expires

STATE OF COLORADO)
COUNTY OF Arapahoe) ss

The foregoing instrument was acknowledged before me this 24th day of April, 2011, by John C. Drake as Trustee of J C Drake Associates Inc. Employees Trust.

Witness my hand and official seal.

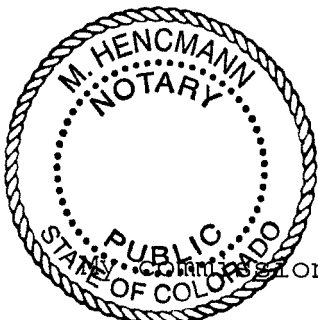
Bori R. Shovel
Notary Public

My commission expires 3-10-15

STATE OF Colorado)
COUNTY OF Denver) ss

This instrument was acknowledged before me this 18th day of May, _____, by David Bell, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.



[Signature]
Notary Public

My Commission Expires 9/27/2011