

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of July 26, 2012, by and between George C. Bydalek, ("Surface Owner"), whose address is 8188 CR 39, Fort Lupton, CO 80621, and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18<sup>th</sup> St., Suite 1800, Denver, CO 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows:

Township 2N, Range 65W, 6<sup>th</sup> P.M.  
Section 20: Portion of the SW/4 SW/4 more particularly described as Parcel 2, less and except the SE Lot, in that certain Subdivision Exemption 759 recorded at Reception No. 2685069 of the Weld County, Colorado records.

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 agrees to the terms and provisions set forth as follows:

1. Compensation for Operations; Release of All Claims

KMG shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG, dated July 26, 2012, 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 KMG's drilling and completion operations on the Lands, and its continuing activities for the production and transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities 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 and 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 KMG 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.

Surface Owner further agrees that Kerr-McGee Gathering LLC, an affiliate of KMG, or another third party gas gatherer designated by KMG, may exercise the easement rights described herein.

3. Waivers

Surface Owner hereby waives his right to and covenants not to protest or object to the use of the surface of the Lands so long as such use is consistent with this Agreement. 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 or any local jurisdiction.

4. Binding Agreement


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

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

**Surface Owner**

By:   
George C. Bydalek

**Kerr-McGee Oil & Gas Onshore LP**

By:   
David Bell <sup>qom</sup>  
Agent & Attorney-in-Fact

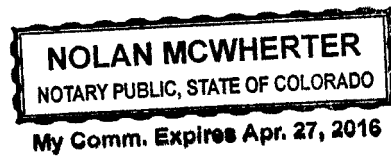
STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 26 day of July, 2012, by George C. Bydalek.

Witness my hand and official seal.

Nolan McWherter  
Notary Public

My commission expires Apr 27, 2016



STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

This instrument was acknowledged before me this 26 day of July, 2012, 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.

Rhonda Sutton  
Notary Public

My commission expires May 4, 2016

