

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 1/20/2012, by and between Donald J. Wilson, Martha B. Wilson Trust, Virginia P. Horn, James E. Millensifer, Tom A. Millensifer and Nancy Y. Millensifer, collectively ("Surface Owner"), whose address is 9653 W. Arlington Avenue, Littleton, Colorado 80123-7446, c/o Tom Millensifer, 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 3 North, Range 66 West of the 6th P.M.
Section 30: 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

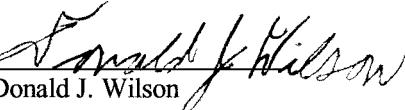
KMG shall pay to Surface Owner the sum as set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG, dated 1/20/2012, as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMG 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 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, provided however, no easement or right-of-way is granted across any irrigation circle or which would interfere with any existing improvements.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument. 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.

By: 
Donald J. Wilson

Kerr-McGee Oil & Gas Onshore LP

By:  JS
David Bell
Agent Attorney-in-Fact

By: _____
Martha B. Wilson, as trustee
of Martha B. Wilson Trust

By: _____
Virginia P. Horn

By: _____
James E. Millensifer

By: _____
Tom A. Millensifer

By: _____
Nancy Y. Millensifer

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

By: _____
Donald J. Wilson

By: Martha B. Wilson
Martha B. Wilson, as trustee
of Martha B. Wilson Trust

By: _____
Virginia P. Horn

By: _____
James E. Millensifer

By: _____
Tom A. Millensifer

By: _____
Nancy Y. Millensifer

Kerr-McGee Oil & Gas Onshore LP

By: [Signature] JS
David Bell
Agent Attorney-in-Fact

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and
SURFACE USE AGREEMENT**

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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 January 19, 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 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.

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By: _____
Donald J. Wilson

By: _____
Martha B. Wilson, as trustee
of Martha B. Wilson Trust

By: Virginia P. Horn
Virginia P. Horn

By: _____
James E. Millensifer

By: _____
Tom A. Millensifer

By: _____
Nancy Y. Millensifer

Kerr-McGee Oil & Gas Onshore LP

By: [Signature] JS
David Bell
Agent Attorney-in-Fact

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By: _____
Donald J. Wilson

By: _____
Martha B. Wilson, as trustee
of Martha B. Wilson Trust

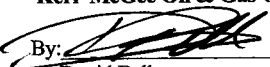
By: _____
Virginia P. Horn

By: 
James E. Millensifer

By: _____
Tom A. Millensifer

By: _____
Nancy Y. Millensifer

Kerr-McGee Oil & Gas Onshore LP

By:  JS
David Bell
Agent Attorney-in-Fact

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 1/21/2012, by and between Donald J. Wilson, Martha B. Wilson Trust, Virginia P. Horn, James E. Millensifer, Tom A. Millensifer and Nancy Y. Millensifer, collectively ("Surface Owner"), whose address is 9653 W. Arlington Avenue, Littleton, Colorado 80123-7446, c/o Tom Millensifer, 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:

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By: _____
Donald J. Wilson

By: _____
Martha B. Wilson, as trustee
of Martha B. Wilson Trust

By: _____
Virginia P. Horn

By: _____
James E. Millensifer

By: Tom A. Millensifer
Tom A. Millensifer

By: Nancy Y. Millensifer
Nancy Y. Millensifer

Kerr-McGee Oil & Gas Onshore LP

By: David Bell JS
David Bell
Agent Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Colorado)
)ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20th day of January, 2012, by Donald J. Wilson.

Witness my hand and official seal.

Nancy Larson
Notary Public



My commission expires 4-24-14

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Martha B. Wilson, as trustee of Martha B. Wilson Trust.

Witness my hand and official seal.

Notary Public

My commission expires _____

ACKNOWLEDGEMENT

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Donald J. Wilson.

Witness my hand and official seal.

Notary Public

My commission expires _____

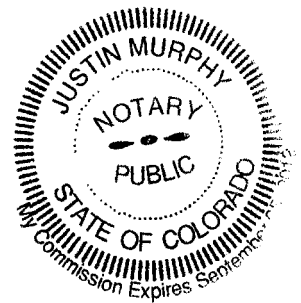
STATE OF Colorado)
)ss
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 30th day of January, 2012, by Martha B. Wilson, as trustee of Martha B. Wilson Trust.

Witness my hand and official seal.

Justin Murphy
Notary Public

My commission expires 01/05/2012



STATE OF Colorado)
)ss
COUNTY OF Arapahoe)

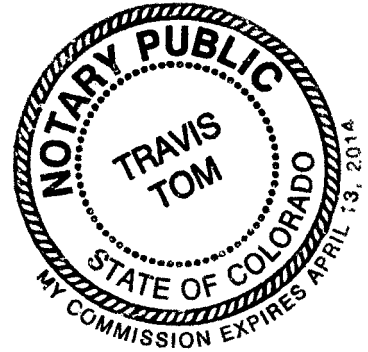
The foregoing instrument was acknowledged before me this 19 day of Jan, 2012 by Virginia P. Horn.

Witness my hand and official seal.



Notary Public

My commission expires 04/13/2014



STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by James E. Millensifer.

Witness my hand and official seal.

Notary Public

My commission expires _____

STATE OF _____)
)ss
COUNTY OF _____)

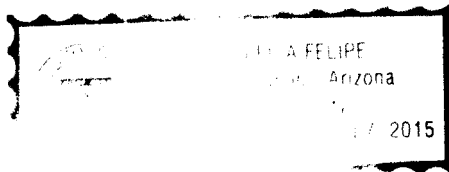
The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Virginia P. Horn.

Witness my hand and official seal.

Notary Public

My commission expires _____

STATE OF Arizona)
)ss
COUNTY OF Pima)

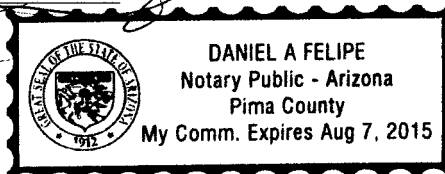


The foregoing instrument was acknowledged before me this 26 day of January, 2012, by James E. Millensifer.

Witness my hand and official seal.


Notary Public

My commission expires 08/07/2015



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Arizona } ss.
 County of Pima

On this the 26 day of January, 2012, before me,
Day Month Year

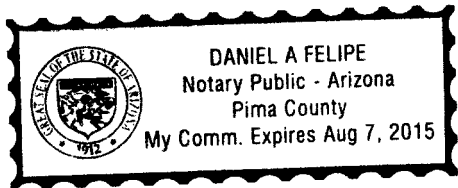
Daniel A. Felipe, the undersigned Notary Public,
Name of Notary Public

personally appeared James E. Millensifer,
Name(s) of Signer(s)

- personally known to me – OR –
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



[Signature]
 Signature of Notary Public

Daniel A. Felipe
Exp 08/07/2015
 Any Other Required Information
 (Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

Not required by law, this information can be useful to those relying on the document and prevent fraud.

Description of Any Attached Document

Title or Type of Document: Easement of Right of Way

Document Date: 1/26/12 Number of Pages: 1

Signer(s) Other Than Named Above: Donald Wilson +

Maekha Wilson + Virginia Ann F Tom and Nancy A. Hooper

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

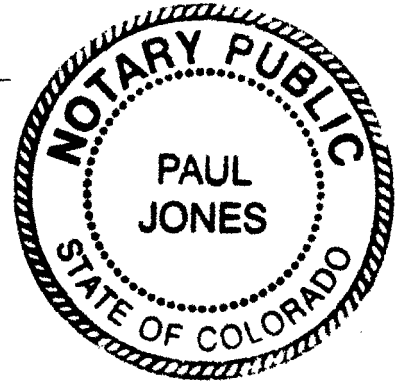
STATE OF Colorado)
)ss
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 21 day of January, 2012, by Tom A. Millensifer.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires 09/02/13



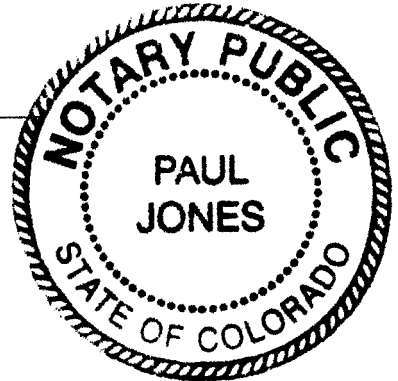
STATE OF Colorado)
)ss
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 21 day of January, 2012, by Nancy Y. Millensifer.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires 09/02/13



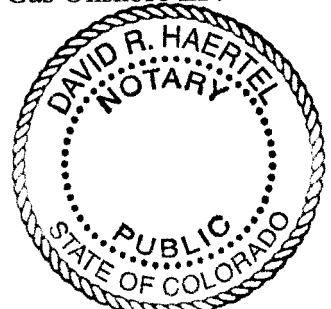
STATE OF COLORADO)
) ss:
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 21st day of January, 2012, by David Bell, as Agent and Attorney-in-Fact of Kerr-McGee Oil and Gas Onshore LP.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires 2/26/2012



My Commission Expires 02/26/2012