

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of April 1, 2012, by and between John A. & Jean M. Hedge Family Trust, herein referred to as ("Surface Owner"), whose address is 4648 Enramada Dr. La Grange, CA 95329 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 6<sup>th</sup> P.M.  
Section 22: E/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 April 1, 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 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**

By: Jean M. Hedge - Trustee  
Jean M. Hedge  
Trustee

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

By:  *NBM*  
David Bell  
Agent & Attorney-in-Fact

**ACKNOWLEDGEMENT**

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

This instrument was acknowledged before me this 18 day of April, 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.

  
\_\_\_\_\_  
Notary Public

My commission expires 11-12-12

CODY L. WAGONER  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 11/12/12

STATE OF CA )  
COUNTY OF Mariposa )ss

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2012, by Jean M. Hedge.

Witness my hand and official seal.

Pls. see attached L.P.A. Notary  
  
\_\_\_\_\_  
Notary Public

My commission expires 7-17-2015

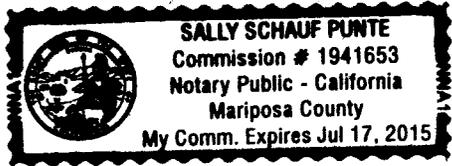
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Mariposa

On April 13 2012 before me, Sally Schauf Punte Notary Public

personally appeared Jean M. Hedge



who 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 in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sally Schauf Punte Notary Public  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Earned Right of Way & Surface Agreement

Document Date: April 11, 2012 Number of Pages: 3 including

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Jean M. Hedge, Trustee

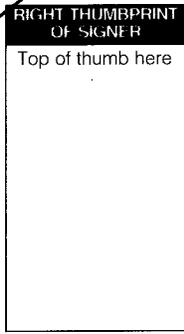
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Sally

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_