

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of NOVEMBER 17TH 2012, by and between **Wade M. and Kim A. Thomsen**, herein referred to as ("Surface Owner," whether one or more), whose address is 10597 CR 39, Fort Lupton, CO 80621 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 2 North, Range 65 West of the 6th P.M.
Section 7: S/2NW/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 NOVEMBER 17TH 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, Surface Easement and Subsurface 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.

Surface Owner further grants and conveys to KMG a subsurface easement on and through the S/2NW/4 of Section 7, 2N65W above described for the purpose of allowing KMG to drill no more than eight (8) oil and gas wells using directional boring technology to bottom hole locations located under SW of Section 18, 2N65W from the surface location located on the S/2NW/4 of Section 7, 2N65W. It is further agreed that KMG may reasonably use the Oil and Gas Operations Area to drill, complete, operate, produce, maintain, redrill, recompleat and conduct all other operations necessary or convenient for wells drilled from the Oil and Gas Operations Area to the SW of Section 18, 2N65W. The rights granted hereby include the construction, operation, maintenance, repair and replacement of an oil and gas production facility on the Oil and Gas Operations Area.

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,

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.

Kerr-McGee Oil & Gas Onshore LP

By: 
David Bell
Agent & Attorney-in-Fact

Wade M. Thomsen
Surface Owner:

Kim A. Thomsen
Surface Owner:

By: 

By: 

ACKNOWLEDGEMENT

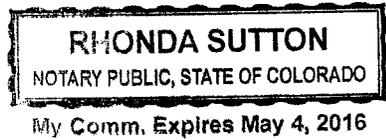
STATE OF COLORADO)
CITY AND)ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 17 day of November, 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



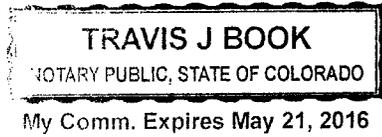
STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 17th day of November, 2012, by **Wade M. Thomsen.**

Witness my hand and official seal.

Travis J Book
Notary Public

My commission expires MAY 21st 2016



STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 17th day of November, 2012, by **Kim A. Thomsen.**

Witness my hand and official seal.

Travis J Book
Notary Public

My commission expires MAY 21st 2016

