

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 10th 26th 2012, by and between **D & C Farms LLLP, Donald G. Howard, John E. Howard and Diana G. Howard**, herein referred to as ("Surface Owner," whether one or more), whose address is **8709 Weld County Road 4, Brighton, CO 80601** 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 67 West of the 6th P.M.
Section 21: E/2SW/4; containing approximately 80 acres

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 10th 26th 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.

Surface Owner further grants KMG the right to drill oil and gas wells on the Lands that may be horizontal, vertical or directional that produce and drain oil and gas from lands other than the lands covered by the oil and gas lease(s) that include all or a portion of the Lands and to locate, construct, use, and maintain surface equipment, including but not limited to flowlines, compressors, wellheads, and all associated production equipment and facilities, related to transportation of natural gas from lands other than lands covered by leases pooled with 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,

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 Owners

By: John E. Howard
John E. Howard
Individually

By: Donald G. Howard
Donald G. Howard
Individually

By: Carol C. Howard RA
Carol C. Howard
As Registered Agent of D & C Farms LLLP

By: Diana G. Howard
Diana G. Howard
Individually

Kerr-McGee Oil & Gas Onshore LP

By: David H. Bell **75**
David H. Bell
Agent & Attorney-in-Fact

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me this 26 day of November, 2012, by David H. 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

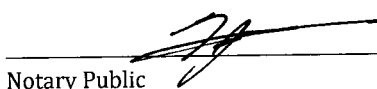
My commission expires May 4 2016



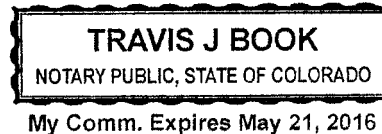
STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 26th day of Nov, 2012, by John E. Howard.

Witness my hand and official seal.


Notary Public

My commission expires MAY 21st 2016



STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 26th day of Nov, 2012, by Donald G. Howard.

Witness my hand and official seal.


Notary Public

My commission expires MAY 21st 2016



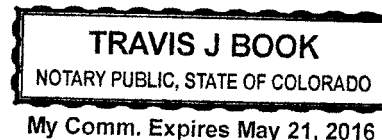
STATE OF COLORADO)
CITY AND)ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 28th day of Nov, 2012, by Carol C. Howard, Registered Agent of D & C Farms LLLP, on behalf of said Limited Liability Limited Partnership.

Witness my hand and official seal.


Notary Public

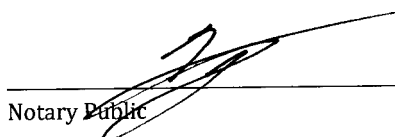
My commission expires MAY 21st 2016



STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 20th day of Nov, 2012, by Diana G. Howard.

Witness my hand and official seal.


Notary Public

My commission expires MAY 21st 2016

