

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

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This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of July 27<sup>th</sup> 2011, by and between D & C Farms LLLP, Donald Gary Howard, John Edward Howard and Diane G. Howard, herein referred to as ("Surface Owner"), whose address is 8709 County Road 4, Brighton, Colorado 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 6<sup>th</sup> P.M.  
Section 28: N/2 & SW 1/4

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 July 27<sup>th</sup> 2011, 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.

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

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

**D & C Farms LLLP**

D & C Farms LLLP  
By: Carol C Howard  
Title: General Manager

CO-5000 59460



After Recording Return  
To: Melissa Hencmann  
Kerr-McGee Oil & Gas Onshore LP  
1099 18th St Ste 1800  
Denver, CO 80202-1918



3791060 09/08/2011 03:23P Weld County, CO  
2 of 4 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

**Donald Gary Howard**

By: Donald Gary Howard

**John Edward Howard**

By: John Edward Howard

**Diane G. Howard**

By: Diane G. Howard



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

This instrument was acknowledged before me this 29<sup>th</sup> day of July, 2011, 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.

[Signature]  
Notary Public



My Commission Expires 9-27-2011

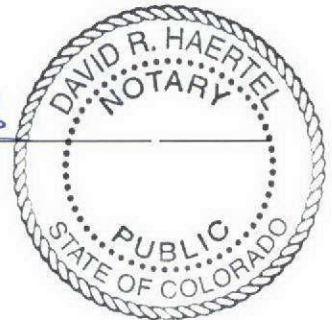
My commission expires 9/27/2011

STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 27 day of July, 2011, by Carol C. Howard as General manager of D & C Farms LLLP on behalf of said company

Witness my hand and official seal.

[Signature]  
Notary Public



My Commission Expires 02/26/2012

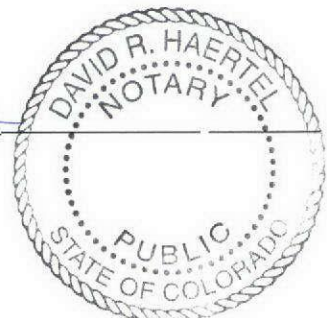
My commission expires 2/26/2012

STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 27 day of July, 2011, by Donald Gary Howard.

Witness my hand and official seal.

[Signature]  
Notary Public



My Commission Expires 02/26/2012

My commission expires 2/26/2012

STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

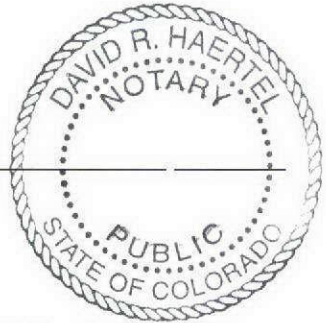
The foregoing instrument was acknowledged before me this 27 day of July, 2011, by John Edward Howard.

Witness my hand and official seal.



3791060 09/08/2011 03:23P Weld County, CO  
4 of 4 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

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



My Commission Expires 02/26/2012

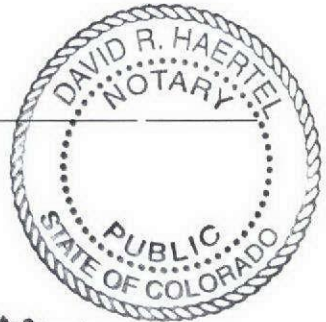
My commission expires 2/26/2012

STATE OF COLORADO       )  
  )ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 17 day of July, 2011, by Diane G. Howard.

Witness my hand and official seal.

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



My Commission Expires 02/26/2012

My commission expires 2/26/2012

## Land >> Lease >> Lease



**D0002013216**

Sender Name: Brandon Wathke  
 Date Created: 09/24/2012  
 Barcode Expires: **10/24/2012**  
 Department: Land Record  
 Security: Non-Privileged

**COLOR DOCUMENT**

Attribute	Value
Description	SURFACE USE AGREEMENT - RECORDED ORIGINAL INCLUDES EXHIBITS
Document Date	07/27/2011
Lease Document Type	Surface/Easement/ROW
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-S00059460
File Key	2182276
Group Code	LSE
Lease End Date	12/31/2099
Lessor Name	D&C FARMS LLLC ET AL
Prospect Name	WATTENBERG E&P / UPSTREAM SURFACE (KMG)/A-43100256
State County	COLORADO:WELD(123)

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