

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of April 10 2013, by and between DCP Midstream LP, herein referred to as ("Surface Owner"), whose address is 5718 Westheimer Ste. 1900 Houston, TX 77057 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 8: SE4, containing approximately 121 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 April 10, 2013, as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Land 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, except as set forth in this Agreement.

2. Well Sites

This Agreement covers only those wells depicted on Exhibit A, and does not cover future wells that may be drilled on the Lands. This Agreement does not in any way limit the rights of KMG to drill additional wells on the Lands or exercise the rights consistent with its mineral ownership. KMG shall consult with Surface Owner concerning ways of ingress and egress, tank battery/treater locations and tanker truck service areas.

3. 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. Whenever possible, KMG agrees to use existing roads for access to any new location utilized in connection with KMG's drilling, production, or other activities allowed hereunder on the Lands. Any new roads shall be limited to thirty feet (30') in width for the actually traveled roadbed during drilling and completion and re-claimed back to ten feet (10') in width after first production, and the road surface shall consist of grade 6 road base. Additional road(s) constructed by KMG shall be constructed at the sole expense of KMG at the locations agreed upon by KMG and Surface Owner. KMG shall be solely responsible for the maintenance of new roads and any existing roads to the extent maintenance is necessary for KMG's operations if such roads are used by KMG. KMG's maintenance obligation shall remain in effect as long as KMG is conducting operations under this Agreement. KMG's right to use such roads shall be non-exclusive. It is also agreed that Surface Owner may use roads constructed by KMG for Surface Owner's uses of the Lands provided that any such use by Surface Owner not unreasonably interfere with the operations of KMG. Such use of KMG's roads by Surface Owner shall be without cost to Surface Owner, provided, however, if Surface Owner's use of Operator's roads causes them to be degraded, Surface Owner shall restore the roads to the conditions that existed prior to such use by Surface Owner at Surface Owner's expense. If KMG's roads need to be improved prior to Surface Owner's use, Surface Owner shall improve them to the degree

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necessary for Surface Owner's use at Surface Owner's expense and only with the consent of KMG which shall not be unreasonably withheld. It shall be deemed reasonable for KMG to withhold its consent to a proposed use by Surface Owner if such use, in KMG's opinion, will unreasonably interfere with KMG's operations on the Lands. Any improvements made by Surface Owner will be made to specifications prescribed by KMG and if Surface Owner elects not to meet those specifications, KMG will not be liable for any damage to the roads as improved by Surface Owner done as a result of KMG's ongoing oil and gas operations on the Lands.

4. Gathering Lines

The Parties acknowledge that Surface Owner has subsurface pipelines and gathering lines (the "Lines") on the Lands that carry oil, gas and other hydrocarbons. Any roadway constructed pursuant to Section 2 shall not run parallel to and be located directly above any of Surface Owner's lines. If a roadway crosses above Surface Owner's lines, that portion of road will be built up to provide sufficient cover over line at KMG's sole expense.

5. Fences and Gates

KMG shall install fences around any equipment or on-going operations, including any pits, where KMG drills any new wells. Secure access gates shall be constructed at Surface Owner's request and at KMG's sole cost and expense on any access roads utilized by KMG pursuant to this Agreement.

6. Reclamation

KMG shall reclaim and restore all areas disturbed by KMG's operations as near as practical to their original condition as soon as practicable after drilling and completion activities, plugging and abandonment or other activities are concluded, as required by Colorado Oil and Gas Conservation Commission ("COGCC") regulations, unless otherwise agreed to in writing by Surface Owner. KMG agrees to notify and consult with Surface Owner at least seven (7) days prior to cutting or damaging any fences, cattle guards, or other improvements of Surface Owner. KMG agrees to consult with Surface Owner on the selection of native grasses to be seeded.

7. Weeds and Debris

KMG agrees to keep the roads, locations, and other areas utilized for its operations free from noxious weeds, debris and litter and will properly maintain such areas in such a manner as to minimize interference with the Surface Owner's normal use of contiguous lands.

8. Maintenance and General Operations

KMG shall dispose of all litter, sewage, and debris generated by KMG's operations. Using reasonable efforts, KMG shall not allow or permit erosion to continue on any disturbed sites and shall promptly repair, reclaim and reseed all erosion sites. KMG shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Lands. All operations shall comply with all applicable Rules and Regulations of the COGCC, unless agreed to herein.

9. Release

The compensation provided herein to be paid by KMG to Surface Owner shall release and discharge KMG, its agents, and employees from all claims, losses, demands and causes of action for damage to the Lands, loss of and damage to crops, and use of the Lands, hereafter arising as a result of KMG's drilling, producing and marketing operations on the Lands, except such claims, losses, demands and causes of action for damages which are caused by the negligence or willful misconduct of KMG, its contractors, agents and employees. Notwithstanding any other provision herein to the contrary, KMG shall be liable for any and all damages caused by: (1) violation(s) of this Agreement; or (2) violation(s) of any Rule and/or Regulation of the COGCC.


10. Indemnification

The Parties shall indemnify and hold one another harmless from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property however caused, which is due or arises because of their presence on, occupation of, or use of the Lands and the use of the Lands by their employees, contractors, guests and/or invitees, except to the extent that such liability, loss, damage, claim, demand, cost and/or expenses is released pursuant to Section 9 of this Agreement or arises as a result of the other Party's negligence or willful misconduct. This indemnity shall not cover or include any amounts for which the indemnified Party is actually reimbursed by any third party.

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.

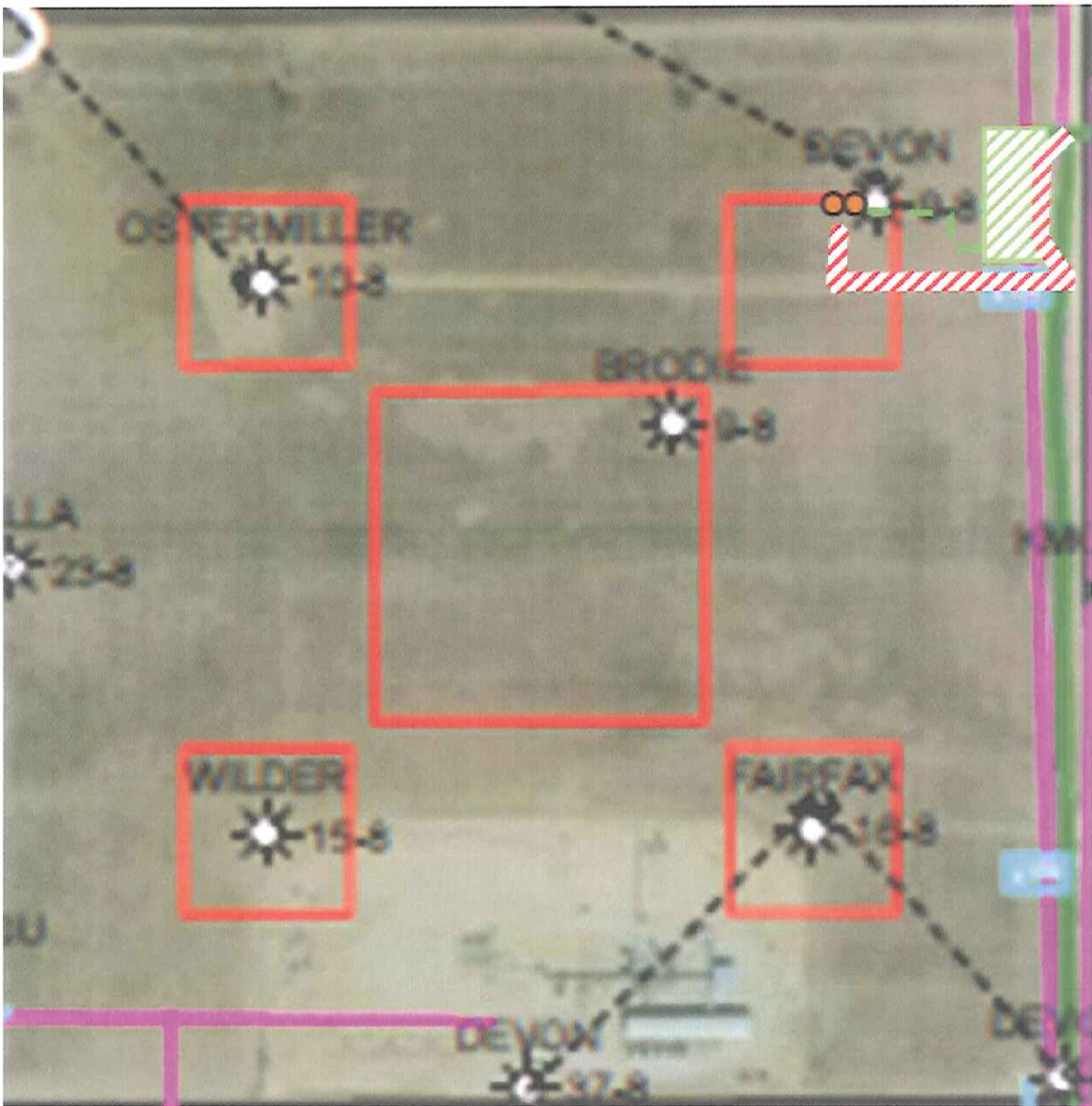
DCP Midstream, LP
a Delaware limited partnership

By: 
Lewis D. Hagenlock
Attorney In Fact

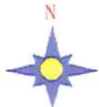
Kerr-McGee Oil & Gas Onshore LP

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

Exhibit A



This aerial photo and all notations and depictions herein are provided as a courtesy and are not to be used for general reference purposes only. Kerr McGee disclaims any and all representations or warranties regarding the accuracy or the completeness of the information appearing on this aerial photo and any reliance on it for any purpose whatsoever is at the sole risk of the party so relying.

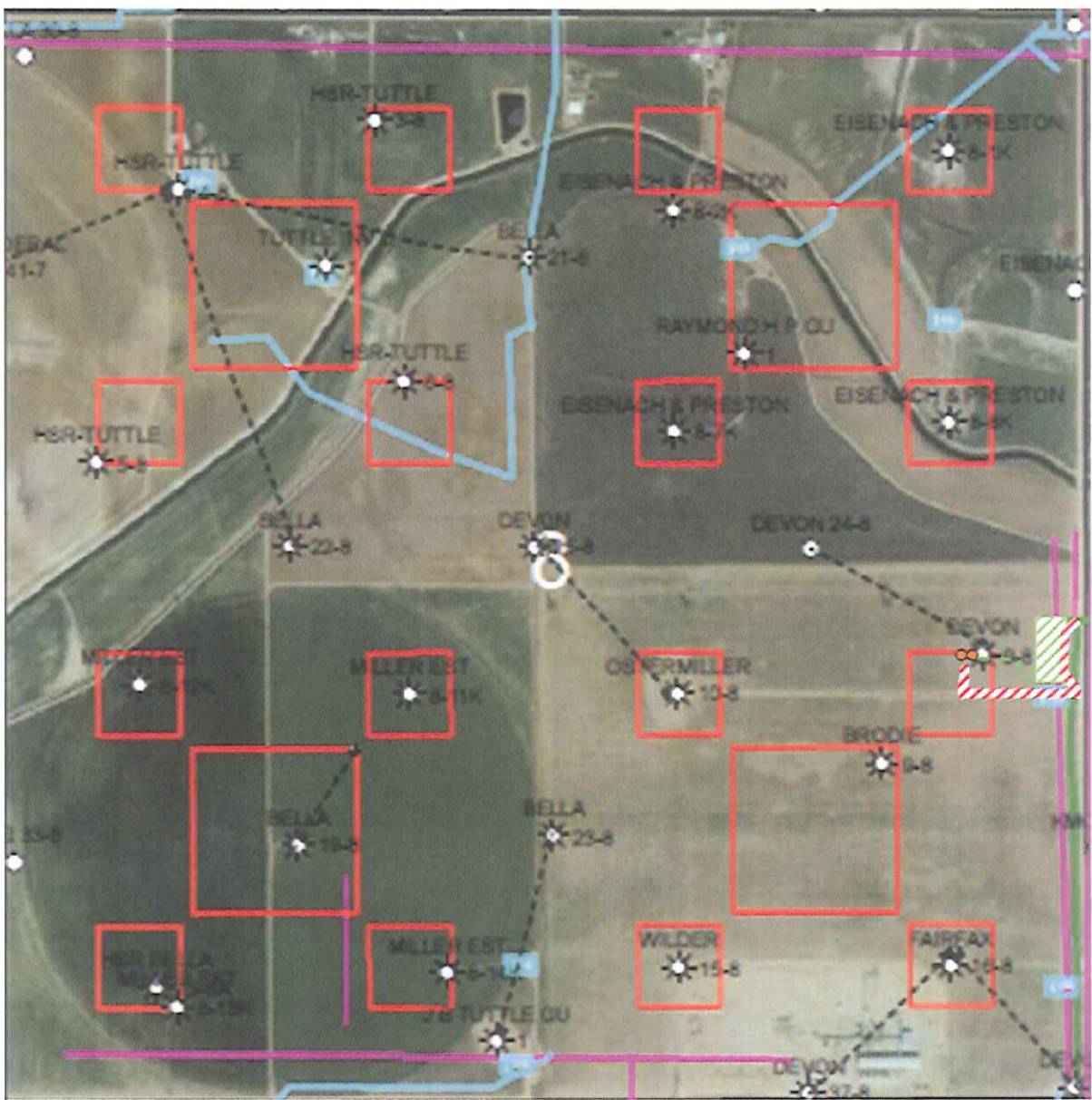


- Access Road
- KMG Gathering Line
- Duke Pipeline
- RGS Pipeline
- Proposed Flowline
- Legal Drilling Window
- Exist Battery Location
- New Battery Location
- Proposed Wellhead
- Bottomhole Location
- Potential Drill Sites

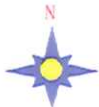
		
Exhibit A		
Sec. 8-3N-66W		
Weld County, CO		

AA

Exhibit A



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Exhibit A		
Sec. 8-3N-66W		
Weld County, CO		

Handwritten signature or initials in blue ink.

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me this 7 day of may, 2013, 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 30th day of April, 2013, by Lewis D. Hagenlock.

Witness my hand and official seal.

Nicolas D. Hagenlock
Notary Public

My commission expires 2/11/2017

