

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

This Easement, Right-of-Way and Surface Use Agreement (“Agreement”) is entered into as of this 25th day of April, 2013, by and between **Clifford S. Wagner** and **Kenneth R. Wagner** (“Surface Owner”), whose address is 648 Weld County Road 19, Brighton, CO 80601, and **Kerr-McGee Oil & Gas Onshore LP** (“KMG”), with offices at 1099 18th St., Suite 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 34: Part of the N2 lying south of the Union Pacific Railroad
Right-of-Way

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 agrees to the terms and provisions set forth as follows:

1. Compensation for Operations; Release of All Claims

KMG shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG of even date, as full consideration 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’s drilling and completion operations on the Lands, and its continuing activities for the production and/or transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities, 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 and customary uses of land related to said operations or activities.

2. Acknowledgement of Right of Way and Easement

Surface Owner acknowledges and understands that KMG, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands, and that KMG has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities; provided, however, KMG agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed.

Surface Owner grants and conveys to KMG the right to gather and transport oil, gas and other associated hydrocarbons over and across the Lands, as the gathering, pipeline, and flowline right-of-way is depicted in Exhibit A, including products produced from the Lands, lands pooled or unitized therewith, and other third-party lands in the vicinity that are not pooled or unitized 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.

3. Waivers

Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands so long as such use is consistent with this Agreement. Furthermore, Surface Owner will provide KMG or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

4. Binding Agreement

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

The undersigned have executed this Agreement as of the day first above written.

SURFACE OWNER:

KERR-MCGEE OIL & GAS ONSHORE LP

By: Clifford S. Wagner
Clifford S. Wagner

By: David H. Bell *qom*
Name: David H. Bell
Title: Agent and Attorney-in-Fact

By: Kenneth R. Wagner
Kenneth R. Wagner

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 25th day of April, 2013, by Clifford S. Wagner.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires 4/27/2016

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 25th day of April, 2013, by Kenneth R. Wagner.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires 4/27/2016

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

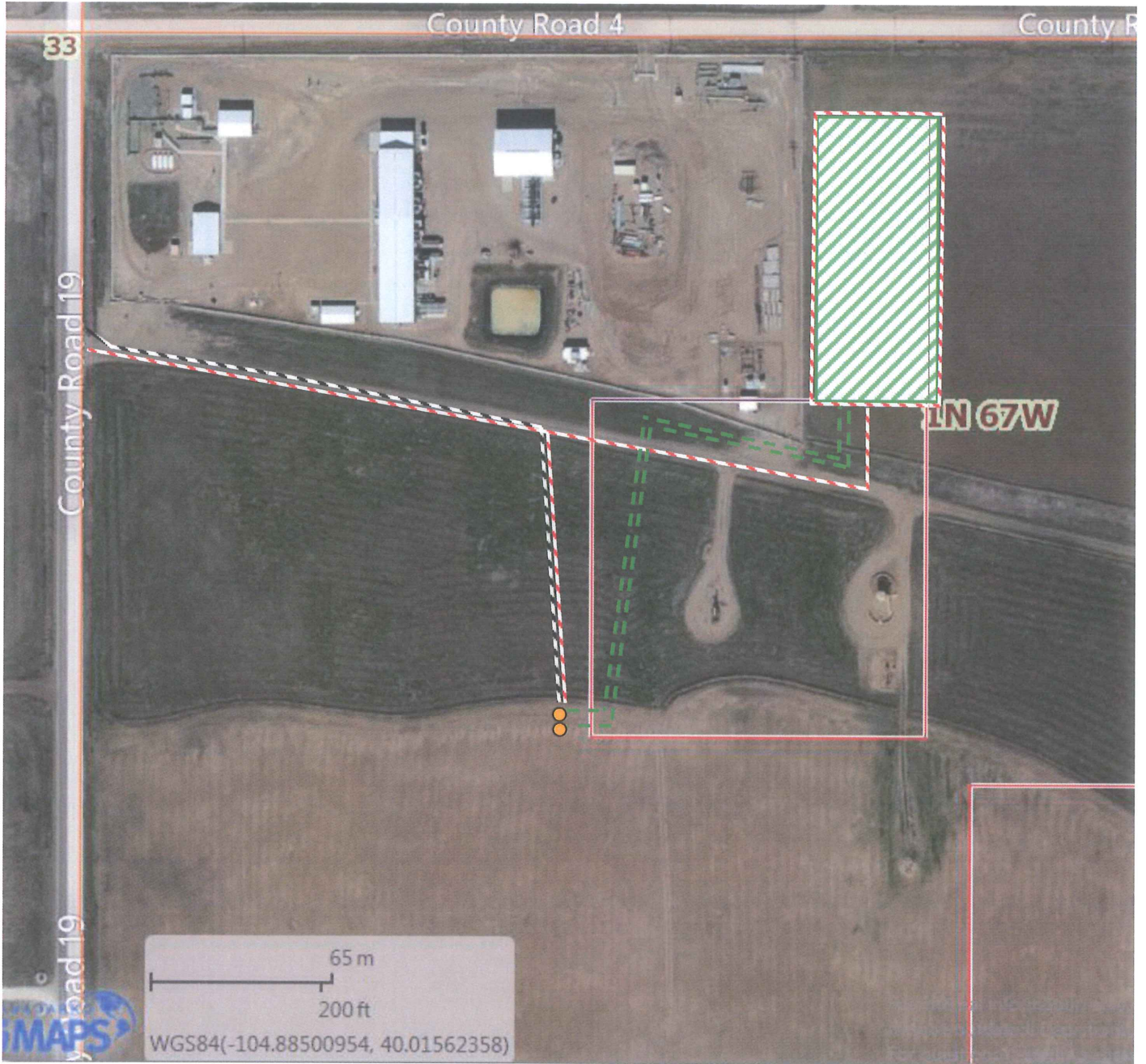
This instrument was acknowledged before me this 25 day of April, 2013 by David H. Bell as Agent & Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires May 4, 2016

EXHIBIT A
To
Easement, Right-of-Way and Surface Use Agreement



This aerial photo and all notations and depictions thereon is provided as a courtesy and is intended to be used for general reference purposes only. Kerr-McGee/Anadarko expressly 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.



- Electrical Lines
- Access Road
- KMG Gathering Line
- Proposed Flowline
- Legal Drilling Window
- New Battery Location
- Proposed Wellhead

Exhibit A NW4NW4 Section 34-1N-67W Weld County, CO		