

SURFACE USE AGREEMENT AND EASEMENT AND RIGHT-OF-WAY GRANT

THIS SURFACE USE AGREEMENT AND EASEMENT AND RIGHT-OF-WAY GRANT ("Agreement") is effective on July 20, 2013, and is by and between KERR-McGEE OIL & GAS ONSHORE LP ("Kerr-McGee") with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202; KERR-McGEE GATHERING LLC ("KMGG"), an affiliate of Kerr-McGee, also with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202, and BENSON FARMS, LLC ("Surface Owner") with an address of 530 Holyoke Court, Fort Collins, Colorado 80525. Surface Owner and Kerr-McGee are sometimes referred to hereinafter alone or together as a "Party" or the "Parties."

A. This Agreement applies to a portion of the SW/4 of Section 24, Township 3 North, Range 68 West ("Section 24 Property") and also property described as the E/2SE/4SE/4 of Section 23, Township 3 North, Range 68 West ("Section 23 Property"), both in Weld County, Colorado, and as more specifically described in the attached Exhibit 1 and hereinafter referred to altogether as the "Property."

B. Surface Owner owns the surface estate for the Property and intends to develop the Property as a commercial and/or residential development at an unspecified time in the future.

C. Kerr-McGee owns oil and gas leasehold interests in the Section 24 Property pursuant to that certain oil and gas lease dated April 29, 1970 from A. Frank Barnes to T.S. Pace recorded June 17, 1970 in Book 627 at Reception No. 1549385, and, pursuant to its leasehold rights, Kerr-McGee operates seven wells on the Section 24 Property in the SW/4SW/4 and has rights to drill additional wells on the Section 24 Property.

D. Kerr-McGee also owns certain oil and gas leasehold interests in the Section 23 Property pursuant to that certain oil and gas lease dated November 30, 1970 from Union Pacific Railroad Company to Pan American Petroleum Corporation recorded on December 29, 1970 in Book 638 at Reception No. 155966, and, pursuant to its leasehold rights, Kerr-McGee has rights to drill wells in the S/2SE/4 of Section 23.

E. The Parties enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate and to delineate the process with which they shall comply with respect to the development of the two estates.

F. KMGG enters into this Agreement only in its capacity as the entity which does or may gather and transport oil, gas, petroleum products, water, hydrocarbons and other substances and any products, derivatives, combinations or mixtures of any of the foregoing (altogether the "Products") produced or transported from the Property and/or other property.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the Parties agree as follows:

1. Oil and Gas Operations Areas.

a. Prior to the effective date of this Agreement, Kerr-McGee drilled and completed seven (7) oil and gas wells in the SW/4 of Section 24, all with the agreement of Surface Owner, the wells being identified as the Frank A Barnes Unit 1 well and the NESG 11-24, 12-24, 13-24, 14-24, 35-24 and 39-23 wells (the “Existing Wells”), the location of the Existing Wells being depicted on the attached Exhibit 2 and shown within the “Existing Oil and Gas Operations Area.” This Agreement does not in any way affect the operation of the Existing Wells, access to the Existing Oil and Gas Operations Area or the flowlines, pipeline easements and gathering lines for the Existing Wells or any associated production facilities servicing the Existing Wells. The location of the production facilities for the Existing Wells is depicted on Exhibit 2 as the “Existing Production Facility Location.” Nor does this Agreement in any way affect the rights of Kerr-McGee to drill future and additional wells within the Existing Oil and Gas Operations Area.

b. Kerr-McGee shall drill and operate oil and gas wells on the Section 24 Property and the Section 23 Property only within the three locations depicted on Exhibit 2, such locations being hereinafter referred to individually or collectively as an “Oil and Gas Operations Area” or the “Oil and Gas Operations Areas,” one being in the W/2NW/4SW/4 of the Section 24 Property, another being in the E/2SE/4SE/4 of the Section 23 Property and the third being the Existing Oil and Gas Operations Area.

c. Except for the Existing Oil and Gas Operations Area, each of the other two Oil and Gas Operations Areas includes a Permanent Operations Area and an Ancillary Operations Area, as depicted on Exhibit 2, to be used for purposes as follows:

i) The Permanent Operations Area shall be the location for wells and production facilities, flowlines and portions of pipelines and pipeline easements and for drilling and production operations and associated equipment.

ii) The Ancillary Operations Area may be used for operations that include the preparation, drilling and completion of wells to be drilled at locations within a Permanent Operations Area and for the temporary location of production facilities and equipment. Except for portions of pipeline easements and flowlines, Kerr-McGee may not locate wells or permanent production facilities within the Ancillary Operations Areas, but may use the Ancillary Operations Areas only for temporary uses related to the drilling and completion of wells and the temporary location of production facilities. The Ancillary Operations Areas create the set-back agreed upon among the Parties between lot lines, surface property lines, building units and public roads, on the one hand, and production facilities and wellheads, among other things, for purposes of the Colorado Oil and Gas Conservation Commission rules and regulations.

d. The Oil and Gas Operations Areas shall be made available to Kerr-McGee for its exclusive use (except as provided in subsection 1.f.), in their present condition for oil and gas operations to be conducted by Kerr-McGee, including, but are not limited to, drilling and completion and production activities, maintenance, workovers, well deepening, recompletions, fracturing, re-fracturing, twinning, and the drilling of replacement wells and the location of

associated oil and gas production and drilling equipment and facilities and flowlines and portions of pipelines.

e. Kerr-McGee, pursuant to its oil and gas leasehold interests, shall continue to have the right to drill one or more wells with attendant facilities within all Oil and Gas Operations Areas and to deepen, recomplete or twin any well that is drilled or has been drilled, including vertical, directional and horizontal wells. The Parties understand and agree that such wells drilled by Kerr-McGee may produce from and drain the Property and lands other than the Property; provided that, the bottomhole and/or lateral locations of such wells comply with the then applicable Colorado Oil and Gas Conservation Commission (“COGCC”) well location rules and regulations and do not increase the size of the Oil and Gas Operations Area.

f. Surface Owner may use the Ancillary Operations Areas for grazing and ranching purposes and, with the consent of Kerr-McGee not to be unreasonably withheld, for landscaping and the installation of fencing and irrigation systems to be installed at its sole cost and expense; provided, however, fencing, landscaping and irrigation systems may not interfere with access to the Oil and Gas Operations Areas or the ongoing oil and gas operations of Kerr-McGee. Kerr-McGee shall at all times have priority of use of the Oil and Gas Operations Areas, and Kerr-McGee shall in no event be liable for damages to such landscaping, fencing and irrigation systems caused by its non-negligent oil and gas operations. If allowed by the local jurisdiction, Surface Owner may use the Oil and Gas Operations Areas to count as open space in the calculation of any open space requirements, but subject to the provisions in subsections 1.d. and 1.f. and other provisions of this Agreement.

g. Except as specifically provided herein in subsection 1.f, Surface Owner shall not plat any surface property lines or install or construct fences, roadways, trees, bushes or any other permanent or temporary improvements within the Oil and Gas Operations Areas, Existing Production Facility Location, Production Facility Location or Flowline Corridors (as described herein) or upon the pipeline easements provided for herein, and no temporary or permanent building or other structure or improvement shall be located by Surface Owner within the Oil and Gas Operations Areas, Existing Production Facility Location, Production Facility Location, Flowline Corridors or the pipeline easement areas. Except as provided herein, the Oil and Gas Operations Areas, Existing Production Facility Location, Production Facility Location, Flowline Corridors and pipeline easement areas shall be for the exclusive use of oil and gas operations and production.

h. Two of the Oil and Gas Operations Areas are located partially on lands in the SW/4 of Section 24 and partially on lands in the SE/4 of Section 23 as depicted on Exhibit 2. It is specifically agreed that Kerr-McGee may use those portions of the property in each quarter section to support oil and gas operations in the adjacent quarter section, so long as such operations are consistent with this Agreement.

2. Production Facility Location.

a. Kerr-McGee shall have the right to locate build, repair and maintain tanks, separators, dehydrators, compressors, flowlines, pipelines and all other associated drilling and

production equipment within all Oil and Gas Operations Areas, the Existing Production Facility Location and also within the “Production Facility Location” identified and depicted on Exhibit 2 and hereinafter referred to as such, generally located in the N/2NW/4SW/4 of Section 24, all of such facilities to service wells drilled within the Oil and Gas Operations Areas.

b. Following the installation of a well or wells on the Property and upon the request of Surface Owner, Kerr-McGee will provide Surface Owner with an as-built drawing of the Production Facility Location. From time to time thereafter, but not more than annually, Surface Owner may request that Kerr-McGee review its use of the Production Facility Location to determine whether it could agree to reduce the footprint of the Production Facility Location because of then current technology or otherwise, such reduction of the footprint to be in the sole discretion of Kerr-McGee.

c. The Production Facility Location shall be in the size and configuration depicted on Exhibit 2.

3. Access to Oil and Gas Operations Areas and Production Facility Location/ Easement and Right-of-Way Grant.

a. Surface Owner acknowledges and understands that Kerr-McGee has the right to continue to use the historic access routes that it is currently utilizing to access the Existing Oil and Gas Operations Area until such time, if at all, a Party requests the relocation of the access road. Access to the Existing Oil and Gas Operations Area is depicted on Exhibit 2.

b. Access to the Oil and Gas Operations Areas other than the Existing Oil and Gas Operations Area and to the Production Facility Location shall be at the locations depicted on Exhibit 2.

c. Easement and Right-of-Way Grant. The Parties understand and acknowledge that the access road depicted on Exhibit 2 that abuts the half section line between the NE/4 and the SE/4 of Section 23 (“Proposed Access”) is thirty (30) feet wide and that fifteen (15) feet of the Proposed Access is located on property owned by Surface Owner in the SE/4 of Section 23 and the other fifteen (15) feet is located on lands adjacent to lands owned by Surface Owner in the NE/4 of Section 23 (“NE/4 Section 23 Property.”). Kerr-McGee anticipates that it will enter into a separate agreement with the owner of the NE/4 Section 23 Property contemporaneously with this Agreement in which the adjacent surface owner agrees to allow Kerr-McGee to use the north fifteen (15) foot strip of the Proposed Access. In the event that Kerr-McGee does not enter into such an agreement with the adjacent surface owner, however, the Parties agree that the Proposed Access shall be moved fifteen (fifteen) feet to the south and entirely on property owned by Surface Owner and consist of thirty feet (30’). In consideration of the terms and conditions in this Agreement, Surface Owner hereby grants, sells, bargains, assigns and conveys unto Kerr-McGee an easement and right-of-way for the Proposed Access in the SE/4 of Section 23 as depicted on Exhibit 2 for the purpose of constructing, using and maintaining an access road and electrical easement, such easement and right-of-way grant to automatically include an additional fifteen (15) feet to the south under the circumstances described in this subsection 3.c. such that the access road will, in such circumstances, be a total of thirty (30) feet in width. In the event that

the adjacent surface owner grants the fifteen (15) foot easement described herein, Kerr-McGee shall have no further claim to the additional fifteen (15) feet to the south of the Proposed Access and Kerr-McGee's rights to the additional fifteen (15) feet shall terminate without further action.

d. Access roads built by Kerr-McGee for its oil and gas operations may be used by Surface Owner; provided that, Surface Owner repairs any damage to an access road that it causes at Surface Owner's cost and expense. Kerr-McGee will maintain such access roads to a level of maintenance sufficient for its uses and needs. In consideration of the agreement by Kerr-McGee to allow Surface Owner to use such access roads, Surface Owner for itself, and its agents, contractors, invitees, successors and assigns ("Surface Owner Group"), hereby agrees to release and defend, indemnify and holds harmless Kerr-McGee, its general and limited partners, affiliates and parent entities and their officers, directors, employees, agents, contractors, and invitees, from and against any and all claims, causes of action, liabilities, costs and expenses including those from any third party, that relate in any way to the use of the access road by any of the Surface Owner Group.

e. Surface Owner may request that Kerr-McGee relocate an access road at Surface Owner's sole cost and expense, provided, the proposed route for the relocation does not unreasonably interfere with the ability of Kerr-McGee to access any Oil and Gas Operations Area or the Production Facility Location and Kerr-McGee has continuous access to such areas and locations at all times; and, provided further, Surface Owner constructs such access roads in accordance with subsection 3.f.(1).

f. Construction and Width of Access Roads.

(1) Access roads that are jointly used by Kerr-McGee and Surface Owner and that Surface Owner constructs as part of its surface development of the Property shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all such access roads so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct the roads so that they can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle.

(2) Access roads that are used exclusively by Kerr-McGee shall be generally thirty (30) feet in width, and Kerr-McGee shall install and maintain them to applicable COGCC standards.

g. Surface Owner shall keep roads jointly used by Surface Owner and Kerr-McGee that Surface Owner constructs as part of its surface development in good condition and repair until they are dedicated to a local jurisdiction; provided, however, if Kerr-McGee causes damage to a road that is built to the specifications in subsection 3.f.(1), it shall promptly repair any damage that it causes that is a direct result of its use of the road. No Party shall unreasonably interfere with the use by the other of an access road.

4. Pipelines, Flowlines and Pipeline Easements.

a. Well Connections. Subject to the limitations herein, Kerr-McGee and KMGG or other designated gas gatherer, has a continuing right and entitlement to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to their operations on the Property.

b. Location of Pipeline Easements and Certain Flowlines. Flowlines and pipeline easements that are currently located on the Property and that are outside the Oil and Gas Operations Areas, and also flowlines and pipeline easements to service future wells drilled within Oil and Gas Operations Areas and located outside the Oil and Gas Operations Areas shall be at the locations depicted on Exhibit 2 and identified as the “Pipeline Easements” and the “Flowline Corridors,” a portion of one such Flowline Corridor being on lands owned by Surface Owner within the SE/4 of Section 23 adjacent to the Section 23 Property (which Surface Owner expressly grants Kerr-McGee the right to use). Flowline Corridors may be the location for subsurface flowlines, electric lines and water lines and for the temporary location of above ground water lines to be installed during the time that wells are being drilled and completed.

c. Grants of Rights-of-Way. Surface Owner shall grant Kerr-McGee, or KMGG at the request of Kerr-McGee, written pipeline easements (for production from the Property and other lands) upon the request of Kerr-McGee and in exchange for the payment described in that certain letter agreement dated contemporaneously with this Agreement (“Letter Agreement”), such pipeline right-of-way grant to be in the form attached hereto as Exhibit 3. It is further expressly agreed that the pipelines to be located within the Pipeline Easements may be used by the grantee to gather gas that is both produced and also not produced from the wells drilled on the Property or lands pooled with the Property.

d. Relocation of Pipelines, Flowlines and Pipeline Easements. The locations of pipelines, flowlines and such easements may be changed by mutual agreement of Surface Owner and the appropriate oil and gas interest owners; provided, however, all costs and expenses of such relocations shall be borne by the Party which requests the relocation. In the event that Surface Owner requests the relocation of a pipeline or flowline, Kerr-McGee or KMGG, shall provide Surface Owner with a written estimate of the relocation costs. If Surface Owner wishes to proceed with the relocation, Surface Owner shall promptly remit the amount of the estimate. The payment shall be adjusted up or down upon completion of the work and after an itemized statement is provided to Surface Owner.

e. Width of Pipeline Easements and Flowline Corridors. Pipeline easements shall be seventy-five (75) feet in width during temporary construction and maintenance activities and fifty (50) feet in width for all permanent operations and transportation activities. Flowline Corridors shall be generally thirty (30) feet in width for all operations. Kerr-McGee shall provide Surface Owner with an “as-built” survey following the installation by Kerr-McGee of the flowlines.

f. Use of Easements. Pipeline easements may be shared by Kerr-McGee and its affiliates, lessees, assignees of lessees, and successors and assigns. In addition, Surface Owner shall be entitled to reserve the right to cross the Pipeline Easements and Flowline Corridors;

provided that, such crossing is made at an angle of between 60 degrees and 90 degrees. Surface Owner shall also have the right to install and maintain easements that are both adjacent to and within the Pipeline Easements identified herein (but not the Flowline Corridors) for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however: i) any new underground facilities which travel along a pipeline easement identified herein shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline provided for herein; and iii) any overhead power lines shall be at least twenty (20) feet above the ground.

g. KMGG Guidelines. Surface Owner acknowledges that it has received a copy of a document from Kerr-McGee titled “General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities” (Revision 1/2011) with which Surface Owner agrees to comply and that is attached hereto as Exhibit 4.

h. Construction of New Roads Over Existing Pipelines. Surface Owner will provide Kerr-McGee with at least fourteen (14) days advance written notice before it begins to pave current and future streets and roads where intrusion upon access routes and/or Pipeline Easements may occur. Surface Owner will pothole or request that Kerr-McGee or applicable gas gatherer pothole the pipelines to check the depth of such pipelines. Prior to installation of a new road by Surface Owner, Kerr-McGee or KMGG or other gas gatherer will lower, as required, the affected pipelines to sufficient depth for the road elevations or, in the alternative and in its discretion, either sleeve the pipeline or enclose it in reinforced pipe. The reasonable costs of subgrade work and to lower, sleeve or enclose the pipeline in reinforced pipe shall be paid by Surface Owner in advance of the work. In all cases, Surface Owner shall not install the portion of the road that crosses a pipeline until the pipeline has been lowered, sleeved or installed in reinforced pipe as deemed necessary by Kerr-McGee, KMGG or other designated gas gatherer.

i. Minimum Ground Cover to be Maintained. Surface Owner shall maintain a minimum ground cover of 48 inches and no more than 72 inches over pipelines and flowlines in the conduct of its operations and construction activities on the Property.

j. Payment for Curb Cuts. Surface Owner shall obtain and pay the costs to obtain from the local jurisdiction, as necessary, permits for curb cuts as deemed necessary by Kerr-McGee, such curb cuts to be approximately forty (40) feet in width. Surface Owner shall request such curb cuts through the applicable local jurisdiction in connection with its permitting of any roadway that it constructs.

5. Relocation of Certain Existing Services In the event that the drilling operations of Kerr-McGee require the relocation of access roads, irrigation lines or utilities that serve or are utilized by persons who reside on the Property at the time of the drilling operations or are used for farming activities on the Property at that time, Kerr-McGee shall provide alternate access, utility services and/or irrigation lines (as the case may be) of substantially similar quality and in reasonably acceptable locations at Kerr-McGee’s sole cost and expense and with a minimum amount of interruption of such access, utility services and/or irrigation. Specifically, Kerr-McGee shall install new access to the Barnes residence in the location depicted on Exhibit 2

prior to the time that it commences drilling operations on the Property where Kerr-McGee's operations will interfere with existing access to the Barnes residence.

6. Notice of Commencement of Surface Construction and Drilling Activities.

a. Surface Owner Notice. Surface Owner shall give advance notice to and meet at the site with representatives of Kerr-McGee or KMG, as applicable, to locate existing pipelines and flowlines and to coordinate proposed surface construction activities with current and prospective oil and gas operations.

b. Kerr-McGee Notice. Kerr-McGee shall give notice to Surface Owner of proposed drilling activities on the Property in accordance with COGCC rules and regulations and this Agreement.

7. Plats and Site Plans and Local Regulations. Surface Owner shall identify the Oil and Gas Operations Areas, Existing Production Facility Location, Production Facility Location, Flowline Corridors and all present and future access routes and Pipeline Easements in all subdivision plats, site plans and applications for development it files with a local jurisdiction, as well as setbacks between the Oil and Gas Operations Areas, Existing Production Facility Location and the Production Facility Location, on the one hand, and planned and existing lot lines. The plats and site plans shall include restrictions that no property line, or temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within or beneath the Oil and Gas Operations Areas, Existing Production Facility Location, Production Facility Location, Flowline Corridors or pipeline easement areas, except as may be otherwise provided in this Agreement. Surface Owner shall record the site plan or subdivision plat in the Office of the Clerk and Recorder of Weld County and provide written evidence to Kerr-McGee of the recording.

8. Waiver of Surface Damage Payments. Except as specifically provided in the Letter Agreement with respect to wells drilled within the Oil and Gas Operations Area in the W/2NW/4SW/4 of Section 24 on the Section 24 Property and within the Oil and Gas Operations Area in the E/2SE/4SE/4 on the Section 23 Property, Surface Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law, lease, or prior agreement for each and every well and related wellsite that is drilled and located within the Existing Oil and Gas Operations Area and for all associated oil and gas equipment and facilities, flowlines, pipeline easements and access roads. Kerr-McGee may provide a copy of this Agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver.

9. Waiver of Setback Requirements. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rules 603 and 604 (including high density setback rules and all Exception Zone setbacks), or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of

Kerr-McGee to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that Kerr-McGee may cite the waiver in this section 9 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

10. Governmental Proceedings.

a. Surface Owner will not Object. Provided that the location for a proposed well is within an Oil and Gas Operations Area and that the proposed oil and gas operations are otherwise consistent with this Agreement, Surface Owner agrees that: i) it will not object in any forum to the use by Kerr-McGee of the surface of the Property and hereby waives any such right to object; ii) it will provide such other written approvals and waivers which are reasonably requested by Kerr-McGee, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location; iii) it waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill a well and hereby agrees not to request such conditions; iv) it consents to the location of multiple wells within an Oil and Gas Operations Area that are greater or less than fifty feet apart so long as all such wells are located within an Oil and Gas Operations Area; v) it consents to, waives its rights, and covenants that it will not protest or object to any exception location or application for an exception location by Kerr-McGee; and vi) it waives its rights to object, request a hearing before the COGCC or request that conditions be attached to a COGCC permit to drill and to allege noncompliance with COGCC rules or applicable statutes, or to allege potential adverse impacts to public health, safety, and welfare, including the environment and wildlife resources, that are within the jurisdiction of the COGCC with respect to COGCC Applications for Permit to Drill ("Form 2") and COGCC Oil and Gas Location Assessments ("Form 2A").

b. Kerr-McGee Will Not Object. Kerr-McGee agrees that it will not object in any forum to a request by Surface Owner to annex, zone, rezone, plat or replat all or any portion of the Property to extent such request is consistent with this Agreement and the attached Exhibits.

11. Notices of Hearings. Surface Owner shall provide Kerr-McGee with written notice not less than thirty (30) days before each hearing for consideration of a plat application or other land use application for the Property or portions of the Property to be held before a local jurisdiction.

12. Notice of Oil and Gas Operations. Kerr-McGee shall provide Surface Owner with notice of drilling operations and subsequent well operations in accordance with COGCC rules and regulations.

13. Impact Mitigation.

a. Kerr-McGee Mitigation. Kerr-McGee shall install and maintain at its sole cost and expense such fences, gates and locks around wells and production facilities as are required

by the COGCC and also any noise or visual impact mitigation required by the COGCC or a local jurisdiction as part of a permit to drill the well or a special use permit application.

b. Surface Owner Mitigation. Except as provided in subsection 13.a., Surface Owner shall bear all costs to install such noise and visual impact mitigation measures it desires or a local jurisdiction requires at or around the Oil and Gas Operations Areas or Production Facility Location; provided, however, Kerr-McGee shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for unimpeded access and safe oil and gas operations.

14. Drilling and Completion Operations. Kerr-McGee shall endeavor to diligently pursue drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Surface Owner waives any and all objections to continuous (i.e., 24-hour) drilling operations.

15. Relinquishment of Certain COGCC Approved Drilling Windows/Retention of Rights to Other Drilling Windows.

a. Subject to subsection 1.a., in consideration of the agreements and covenants made by Surface Owner in this Agreement, Kerr-McGee hereby relinquishes its rights to locate oil and/or gas wells in those drilling windows designated by the COGCC pursuant to COGCC Rule 318 A.a. in the NE/4SW/4, NW/4SW/4, SE/4SW/4 and the SW/4SW/4 of Section 24.

b. Kerr-McGee does not relinquish its rights to drill oil and/or gas wells in COGCC designated drilling windows in the SE/4 of Section 23, Township 3 North, Range 68 West (“SE/4 of Section 23”) or otherwise except as may be expressly provided in this Agreement. This Agreement does not in any way affect the oil and gas interests owned by Anadarko Land Corp. and Anadarko E&P Onshore LLC, affiliates of Kerr-McGee, for the SE/4 of Section 23.

16. Notice to Home Owners, Builders, Tenant Farmers and Other Surface Lessees. Surface Owner shall furnish all buyers of the Property from Surface Owner, current and future tenant farmers and other surface lessees with a plat or map showing the Oil and Gas Operations Areas, Existing Production Facility Location, Production Facility Location, Flowline Corridors, Pipeline Easements and access routes. In addition, Surface Owner shall provide written notice to all builders, homeowners, homeowners associations and other buyers of the Property from Surface Owner by recording the form of notice document attached as Exhibit 5.

17. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of Kerr-McGee pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with Surface Owner regarding existing and proposed oil and gas operations on the Property, including COGCC Rules 305 and 306, as amended. Surface Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of Kerr-McGee to accommodate the use of the surface of the Property by Surface Owner, existing and future, and Surface Owner waives any statutory and

common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

18. Authority to Execute Agreement. Each Party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights or the oil and gas leasehold interests it owns in the Property, as applicable.

19. No Waiver of Rights. Kerr-McGee does not waive the rights it has pursuant to its oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to any Oil and Gas Operations Area or the Production Facility Location, except as specifically provided in this Agreement. Failure of any Party to insist upon or enforce any right under this Agreement shall not constitute a waiver or modification of such right.

20. Surface Owner's Agreement Covering the SE/4 Property. Except as specifically provided herein, nothing in this Agreement is intended to affect the rights of any Party pursuant to that certain Surface Owner's Agreement dated July 26, 1989 among Frances E. Woods, Helen Irene Faucett, William B. Woods, Sharyl I. Johnson, Gary A. Woods, Marcia L. Speckien (together the "Landowners") and Union Pacific Resources Company ("UPRC") recorded August 3, 1989 at Reception No. 02187176, neither with respect to surface owners payments to the Landowners provided for thereunder, nor with respect to the blanket easement granted to UPRC by the Landowners.

21. Representation of Surface Owner. Surface Owner represents that there are no deeds of trust, mortgages or other liens or encumbrances on the Property placed by it or caused to be placed by it pursuant to which another person or entity could void this Agreement or have a prior claim.

22. Construction. The Parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

23. Successors and Assigns. This Agreement and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of the Parties, and the benefits of this Agreement shall inure to all of them. This Agreement and all of the covenants in it shall be covenants running with the land.

24. Recording. Kerr-McGee shall record this Agreement with the Clerk and Recorder of Weld County and provide evidence to Surface Owner of the recording.

25. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

26. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

27. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Kerr-McGee
and KMGG:

Kerr-McGee Oil & Gas Onshore LP
Attention: Director of Lands Denver Basin
1099 18th Street, Suite 1800
Denver, Colorado 80202
Fax: (720) 929-7469

Surface Owner:

Benson Farms, LLC
530 Holyoke Court
Fort Collins, Colorado 80525

Any Party may, by written notice as provided in this section, change the address of the individual to whom delivery of notices shall be made thereafter.

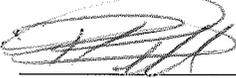
28. Incorporation by Reference. Exhibits 1, 2, 3, 4 and 5 are incorporated into this Agreement by this reference.

29. Entire Agreement. This Agreement and the Letter Agreement together set forth the entire understanding among the Parties as to the matters covered herein and supersede any previous communications, representations or agreements, whether oral or written on such matters. No change of any of the terms or conditions herein shall be valid or binding on either Party unless in writing and signed by an authorized representative of the other Party.

30. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by a duly authorized representative on the dates set forth in the acknowledgements, but to be effective on the Effective Date.

KERR-McGEE OIL & GAS ONSHORE
LP

By: 
Name: David Bell
Its: Agent and Attorney-In-Fact

*MFB
TDE*

BENSON FARMS, LLC

By: _____
Name: _____
Its: _____

KMGG signs this Agreement in its capacity as the entity which does or may in the future gather and transport gas and other Products from wells drilled on the Property or other lands and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the obligations in section 4 of this Agreement. KMGG makes no representations regarding the locations of pipelines and pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibit 2. Nothing in this Agreement affects the easements that KMGG currently may have in place on the Property or constitutes a release by KMGG of any rights it currently owns on the Property.

KERR-McGEE GATHERING LLC

By: 
Name: RON OLSEN
Its: AGENT ^{1a}
ATTORNEY-IN-FACT

*MFB
WFB*

[Intentionally Left Blank]

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
City and County of Adams Denver)

The foregoing instrument was acknowledged before me this 29 day of July, 2013 by David Bell, as Agent and Attorney-In-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: May 4, 2016:

Rhonda Sutton
Notary Public

STATE OF COLORADO)
) ss.
City and County of Adams Denver)



The foregoing instrument was acknowledged before me this 30 day of July, 2013 by Ronald Olsen, as Agent and Attorney-In-Fact for KERR-McGEE GATHERING LLC.

Witness my hand and official seal.

My Commission expires: May 4, 2016

Rhonda Sutton
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)



The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____ as _____ BENSON FARMS, LLC.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

26. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

27. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Kerr-McGee
and KMGG:

Kerr-McGee Oil & Gas Onshore LP
Attention: Director of Lands Denver Basin
1099 18th Street, Suite 1800
Denver, Colorado 80202
Fax: (720) 929-7469

Surface Owner:

Benson Farms, LLC
530 Holyoke Court
Fort Collins, Colorado 80525

Any Party may, by written notice as provided in this section, change the address of the individual to whom delivery of notices shall be made thereafter.

28. Incorporation by Reference. Exhibits 1, 2, 3, 4 and 5 are incorporated into this Agreement by this reference.

29. Entire Agreement. This Agreement and the Letter Agreement together set forth the entire understanding among the Parties as to the matters covered herein and supersede any previous communications, representations or agreements, whether oral or written on such matters. No change of any of the terms or conditions herein shall be valid or binding on either Party unless in writing and signed by an authorized representative of the other Party.

30. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by a duly authorized representative on the dates set forth in the acknowledgements, but to be effective on the Effective Date.

KERR-McGEE OIL & GAS ONSHORE
LP

By: _____
Name: _____
Its: _____

BENSON FARMS, LLC

By: William B. Woods
Name: William B. Woods
Its: MANAGER

KMGG signs this Agreement in its capacity as the entity which does or may in the future gather and transport gas and other Products from wells drilled on the Property or other lands and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the obligations in section 4 of this Agreement. KMGG makes no representations regarding the locations of pipelines and pipeline easements on the Property or with respect to the accuracy or completeness of the locations depicted on Exhibit 2. Nothing in this Agreement affects the easements that KMGG currently may have in place on the Property or constitutes a release by KMGG of any rights it currently owns on the Property.

KERR-McGEE GATHERING LLC

By: _____
Name: _____
Its: _____

[Intentionally Left Blank]

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, as _____ for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: _____:

Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, as _____ for KERR-McGEE GATHERING LLC.

Witness my hand and official seal.

My Commission expires: _____

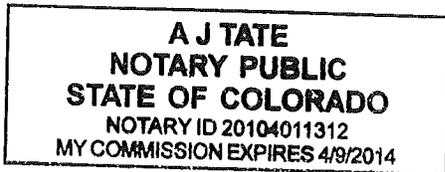
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 19 day of July, 2013 by William B Woods as Manager BENSON FARMS, LLC.

Witness my hand and official seal.

My Commission expires: 04/09/2014



A. Tate
Notary Public

Exhibit 1

to

**Surface Use Agreement and Easement and Right-of-Way Grant effective July 20, 2013
among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited
purposes described) and Benson Farms, LLC**

Legal Description

**Section 24: LOT B, 2nd Amended Recorded Exemption No. 1207-24-3-2NDAMRE1811,
being a part of the SW ¼ of Section 24, Township 3 North, Range 68 West of the 6th P.M.,
Weld County, Colorado, per map recorded July 3, 2001 as Reception No. 2862592.**

And also:

Township 3 North, Range 68 West

Section 23: E/2SE/4SE/4

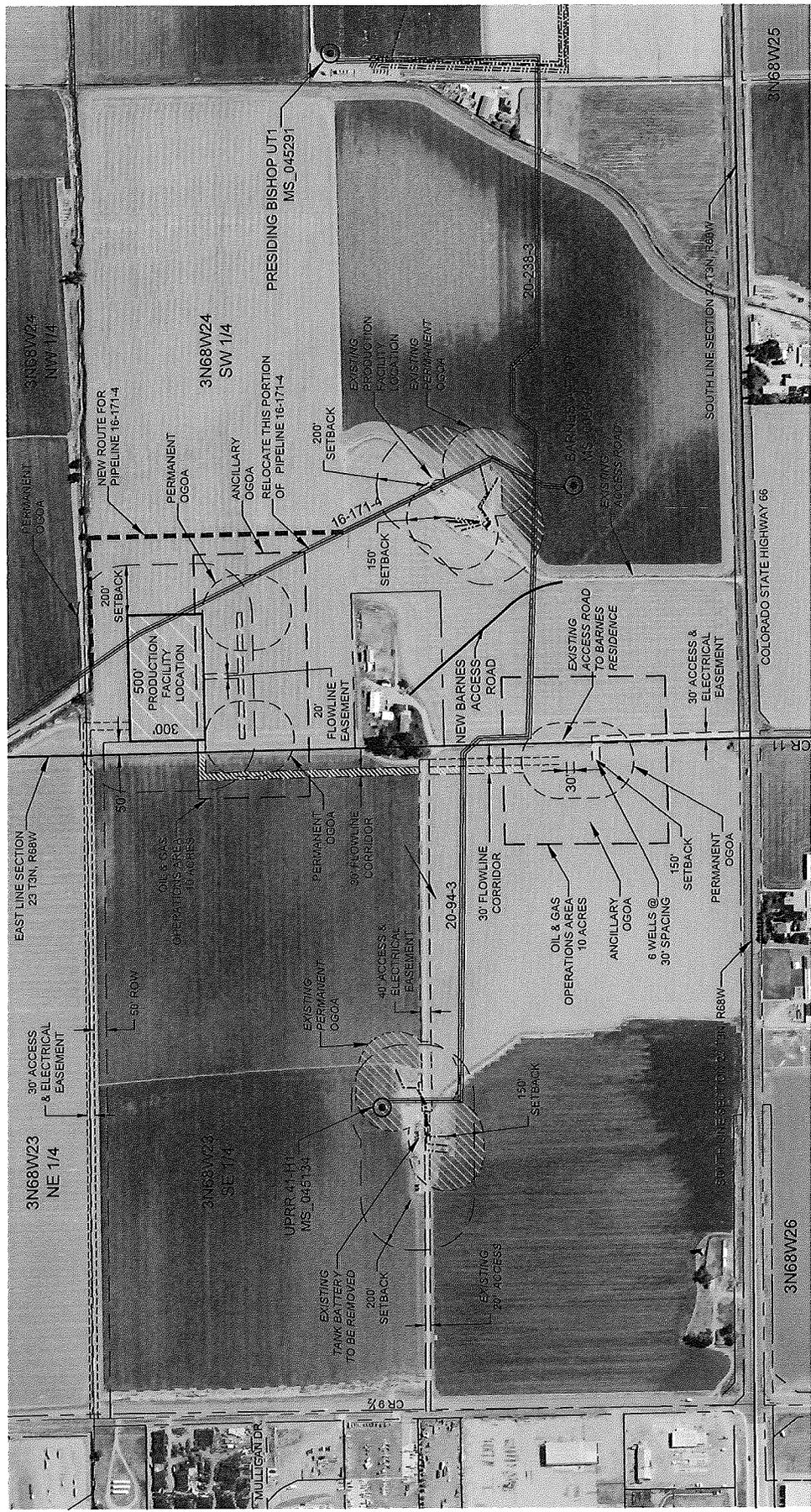
Weld County, Colorado

Exhibit 2

to

**Surface Use Agreement and Easement and Right-of-Way Grant effective July 20, 2013
among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited
purposes described) and Benson Farms, LLC**

**See attached land plan including Oil and Gas Operations Areas, Existing Production
Facility Location, Production Facility Location, access roads, Flowline Corridors and
Pipeline Easements consisting of one (1) page.**



PREPARED BY:	FIELD DATE:	PROJECT NAME:
PFS Petroleum Field Services, LLC 1801 W. 135th St. Denver, CO 80204	NA	BENSON FARMS (SE 23 & SW 24 3N-68W)
	DRAWING DATE:	SURFACE LOCATION:
	07-16-13	SE 1/4, SEC. 23 & NW 1/4, SW 1/4 SEC. 24,
	BY:	CHECKED BY:
	JAH	TJN
		WELD COUNTY, COLORADO



Exhibit 3

To

**Surface Use Agreement and Easement and Right-of-Way Grant effective July 20, 2013
among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited
purposes described) and Benson Farms, LLC**

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this ____ day of _____, 201_, from BENSON FARMS, LLC with an address of 530 Holyoke Court, Fort Collins, Colorado 80525 ("Grantor") to KERR-McGEE GATHERING LLC, a Colorado limited liability company, with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("Grantee"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto Grantee, its successors and assigns, a perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove and release, at Grantee's election, one or more pipelines, electric power lines, data transmission lines and equipment, and all appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through those portions of the property described below as set forth in Exhibit A situated in Weld County, State of Colorado, being described as follows:

TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH PM

Section 23: SE/4

Section 24: SW/4 (See attached specific legal description)

The route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") are more particularly described on Exhibit "A" attached hereto and made a part hereof. The parties have agreed that the width of the Right-of-Way Lands is seventy-five feet (75') during construction, and subsequent to construction the width of the Right-of-Way Lands is fifty feet (50').

Grantee, following the construction of a pipeline within the Right-of-Way Lands and at its sole cost and expense, shall provide Grantor with an as-built drawing of the pipeline within 60 days following the completion of construction.

From time to time after the initial construction of the pipeline(s), Grantee may require the use of the construction work space depicted on Exhibit "A" to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the pipeline(s) together with appurtenances. Grantee may use the construction work space from time to time in connection with the rights granted hereby; provided

it gives Grantor reasonable notice of such use; and provided further, it restores the same as provided below when not in use.

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Right-of-Way Lands, subject to the burden of the Right-of-Way, and that Grantor has full right, power and authority to enter into this Grant.

Any pipelines and/or appurtenances to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 48 inches below the surface of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without Grantee's prior written permission. Grantee shall repair and/or restore any fence(s) on or adjacent to the Right-of-Way Lands that are removed or severed by Grantee in the course of the operations provided for in this Grant to the condition such fence was in prior to its removal or severance by Grantee. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fences in those areas affected by Grantee's operations as provided for in this Grant.

To the extent reasonably practicable and within a reasonable period of time after completion of construction, Grantee shall level and restore any lands affected by Grantee's operations that have excessive settling and shall sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of Grantee's pipeline(s).

Grantor agrees that Grantor will not build, create, or construct, or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of Grantee.

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to the rights of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes necessary or incidental to exercising Grantee's rights hereunder; provided that, such use by Grantee does not interfere with Grantor's then current use of the lands and other access on lands owned by Grantor is available. Grantor agrees that, at Grantee's option, Grantee may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lands burdened by the Right-of-Way easement. If Grantee exercises such option, Grantee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties, shut-in royalties, or any other amounts otherwise payable to Grantor from Grantee.

Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from Grantee's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands contrary to the terms contained herein, and Grantor shall pay for, reimburse, indemnify and hold Grantee harmless from any and all claims or damages resulting from Grantor's activities on the Right-of-Way Lands. Grantor shall have the right to use and enjoy the Right-of-Way Lands, subject to the rights herein granted.

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ of Kerr-McGee Gathering LLC.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public

(SEAL)

Exhibit 4

to

**Surface Use Agreement and Easement and Right-of-Way Grant effective July 20, 2013
among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited
purposes described) and Benson Farms, LLC**

See attached KMGG Guidelines consisting of four (4) pages.



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMGG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMGG may have under existing easements or ROW agreements. For information regarding KMGG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMGG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMGG in the below requirements is meant to include and apply to any Kerr McGee entity.

Design

- KMGG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMGG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMGG's facilities and the general public. This prior notification is to be made **before** the actual work is to take place.
- The encroaching entity shall provide KMGG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMGG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMGG, showing the facilities in the vicinity of KMGG's ROW upon completion of the work.
- Only facilities shown on drawings reviewed by KMGG will be approved for installation on KMGG's ROW. All drawing revisions that affect facilities proposed to be placed on KMGG's ROW must be approved by KMGG in writing.
- KMGG shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KMGG on its "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMGG on replacement ROW granted to relocate KMGG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMGG.
- The depth of cover over the KMGG pipelines shall not be increased or reduced nor surface modified for drainage without KMGG's written approval.
- Construction of any permanent structure within KMGG pipeline easement is **not** permitted without written approval by KMGG.
- Planting of shrubs and trees is not permitted on KMGG pipeline easement without written approval by KMGG.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMGG easement without written approval by KMGG.
- Foreign utility installations, i.e., distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMGG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMGG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMGG. In no case will vertical separation be less than 12". Constant line elevations must be maintained across KMGG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMGG pipeline must be evaluated by KMGG to ensure that a significant length of the KMGG line is not exposed and unsupported during construction. Foreign line crossings above the KMGG pipeline with less than 18" of clearance must be evaluated by KMGG to ensure that additional support is not necessary to prevent settling on top of the KMGG natural gas pipeline. A KMGG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMGG facility. All installations of foreign crossings done by boring and or jacking require the KMGG facility to be exposed to verify clearances.



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- ♦ Foreign utilities shall not run parallel to KMGG pipelines within the KMGG easement without written permission by KMGG. A minimum of 10 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is placed within the KMGG easement or adjacent to the KMGG easement. Any deviation from the 10' horizontal requirement must be approved in writing by KMGG and an "as built survey" provided to KMGG after installation. In the instance that high voltage electric lines, greater than 20kV, are installed parallel to a KMGG pipeline a minimum horizontal distance of 15' must be maintained.
- ♦ The foreign utility should be advised that KMGG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMGG's. At the request of KMGG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMGG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMGG. All costs associated with the correction of cathodic protection interference issues on KMGG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- ♦ The developer shall understand that KMGG, whether specifically required per federal law or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMGG, the safety of the public, contractor, KMGG personnel and KMGG facilities.
- ♦ On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- ♦ AC Electrical lines must be installed in conduit and properly insulated.
- ♦ On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMGG ROW.
- ♦ No power poles, light standards, etc. shall be installed in the KMGG easement without written approval by KMGG.
- ♦ KMGG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMGG's sole discretion, and may exceed any regulatory requirements.

Construction

- ♦ If KMGG will be relocating KMGG facilities for any entity, grading in the new KMGG ROW shall be +/- 6 inches before KMGG will mobilize to complete the relocation. Final cover after the completion of the project will not be manipulated by the requesting entity to be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMGG. This does not preclude KMGG from installing the pipeline at a minimum cover of 36" as provided for in CFR 49 Part 192. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMGG representative is on site during the time cover is reduced.
- ♦ The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMGG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMGG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- ♦ Contractors shall be advised of KMGG's requirements and be contractually obligated to comply.
- ♦ The continued integrity of KMGG's pipelines and the safety of all individuals in the area of proposed work near KMGG's facilities are of the utmost importance. Therefore, contractor must meet with KMGG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KMGG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.**



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- The Contractor must expose all KMGG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMGG representative must be present.
- The use of probing rods for pipeline locating shall be performed by KMGG representatives only, to prevent unnecessary damage to the pipeline coating. A KMGG representative shall do all line locating.
- Notification shall be given to KMGG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMGG's work site representative. Any Contractor schedule changes shall be provided to KMGG immediately.
- Heavy equipment will not be allowed to operate directly over KMGG pipelines or in KMGG ROW unless written approval is obtained from KMGG. Heavy equipment shall only be allowed to cross KMGG pipelines at locations designated by KMGG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMGG.
- Contractor shall comply with all precautionary measures required by KMGG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KMGG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMGG's facility. At no time will cover be reduced to less than 36" without written approval by KMGG and a KMGG representative on site.
- A KMGG representative shall be notified prior to construction activities within twenty-five (25) feet of a KMGG pipeline or above ground appurtenance. The contractor **shall not** be allowed to work within twenty-five (25) feet of KMGG facilities without approval from the KMGG representative. The KMGG representative may or may not remain on site during the entire construction activity. Contractor shall use extreme caution and take appropriate measures to protect KMGG facilities. The contractor shall call the KMGG representative prior to backfilling around the KMGG facility to allow for a final inspection of the KMGG facility.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMGG facility. KMGG personnel must be present.
- Temporary support of any exposed KMGG pipeline by Contractor may be necessary if required by KMGG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMGG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMGG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KMGG's facilities unless blasting notification is given to KMGG Including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.
- KMGG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMGG's facilities as a result of their activities whether or not KMGG representatives are present. KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.
- No blasting shall be allowed within 200 feet of KMGG's facilities unless blasting notification is given to KMGG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMGG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMGG. A written emergency plan shall be provided by the organization responsible for blasting.
- KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- ♦ Any contact with any KMGG facility, pipeline, valve set, etc. shall be reported immediately to KMGG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- ♦ KMGG personnel shall install all test leads on KMGG facilities.

Local Kerr-McGee Gathering LLC Representation:

Operations Manager
Staff Engineer:
Pipeline Foreman:
Construction Foreman:
Construction Supervisor

Kevin Osif, P.E.
Joseph E. Sanchez, P.E.
James Phillips
Jim McQuiston
Darrel Gentry

Phone: (303) 655-4307
Phone: (303) 655-4319
Phone: (303) 655-4343
Phone: (303) 655-4326
Phone: (303) 655-4326

Emergency Contacts:

On call supervisor
Kerr McGee 24 hour emergency number
One Call Emergency

Phone: (303) 559-4001
Phone: (303) 659-5922
Phone: 811

Exhibit 5

to

**Surface Use Agreement and Easement and Right-of-Way Grant effective July 20, 2013
among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited
purposes described) and Benson Farms, LLC**

**NOTICE TO PURCHASERS OF THE SURFACE OF THE RIGHTS OF
OIL AND GAS LEASEHOLD INTEREST OWNERS TO USE THE
SURFACE**

The surface estate for the property that you are purchasing is subject to the rights of the lessees of the oil and gas estate for the property and to the Surface Use Agreement dated July 20, 2013, among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described in the Agreement) and Benson Farms, LLC recorded on _____, 2013, at Reception No. ____ in the Office of the Clerk and Recorder for Weld County ("Agreement").

A copy of the Agreement is attached to this Notice as Attachment A. The terms used in this Notice shall have the same meaning as the term is used in the Agreement, and the Agreement is incorporated herein by this reference.

Please note with respect to the property that you are purchasing the following applies:

- i. there may be additional ongoing oil and gas operations and production on the surface of the Property within the Oil and Gas Operations Areas, Flowline Corridors, Pipeline Easements and access routes;
- ii. there are likely to be additional wells drilled and additional oil and gas production facilities constructed and installed within the Oil and Gas Operations Areas and Production Facility Locations and additional flowlines and pipelines constructed and maintained on the Property;
- iii. heavy equipment will be used by Kerr-McGee from time to time for oil and gas drilling and production operations, and such operations may be conducted on a 24-hour basis; and
- iv. homeowner associations and buyers of individual lots or homes, as successors in interests to Surface Owner, will be subject to all of the covenants and waivers made by Surface Owner in the Agreement, including, but not limited to those covenants and waivers: a) prohibiting the location of any temporary or permanent building, structure, or improvement within the Oil and Gas Operation Areas, Flowline Corridors and Pipeline Easements, except as specifically provided in the Agreement; b) waiving objections to the drilling of wells, the construction of facilities, and the conduct of oil and gas operations on the Property; c) waiving surface damage payments as provided in the Agreement; d) waiving objections to the setback requirements under the rules of the COGCC or any local jurisdiction; e) granting the easements as described in the Agreement; and f) waiving claims pursuant to section 17.