

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of May 23, 2014, by and between COMO L.L.C., a Kansas limited liability company, ("Surface Owner"), whose address is 7626 Brighton Road, Commerce City, Colorado 80022, and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows:

Township 1 North, Range 68 West, of the 6<sup>th</sup> P.M.

Section 11: portion of the S2NW4 and W2SW4, referenced as Parcel Nos. 146711200010, 146711200011 and 146711300013

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 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, 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 non-exclusive 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. As part of the consideration for Surface Owner entering into this Agreement, KMG agrees to limit its rights under its non-exclusive easement to the Oil and Gas Operations Area depicted in Exhibit A. KMG's use of surface of the Lands within the Oil and Gas Operation Area shall be exclusive to KMG.

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 within the Oil and Gas Operation Areas.

3. Waivers – Surface Owner

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 for the drilling and development of oil and gas wells within the Oil and Gas Operations Area.

4. No Objection - KMG

Provided that Surface Owner is in compliance with this Agreement and KMG is able to fully utilize the Oil and Gas Operations Area depicted on Exhibit A, KMG agrees that it will not object in any forum to a request by Surface Owner to plat and apply for subdivision approval substantially as depicted in Exhibit A, and so long as any reasonable replat of the same does not interfere with the use of and operations conducted on Oil and Gas Operations Area depicted therein.

5. Surface Locations

Locations for ingress and egress to the well(s), the well site area, tank battery/treater locations and tanker truck service areas shall be the locations depicted on the attached Exhibit "A". This Agreement does not in any way limit the rights of KMG to drill additional wells within the Oil and Gas Operations Area and construct associated facilities therein..

6. Indemnifications

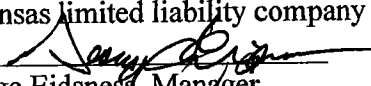
KMG agrees to indemnify, defend and hold Surface Owner harmless from and against any and all expenses, losses or damages resulting from or relating to KMG's operations and maintenance of the wells and associated facilities such as the well pad, access roads and pipelines.

Surface Owner agrees to indemnify, defend and hold KMG harmless from and against any and all expenses, losses or damages resulting from or relating to Surface Owner's ownership, use and development of the Lands outside of the Oil and Gas Operations Area depicted in Exhibit A.

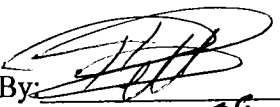
6. Binding Agreement.

This Agreement shall be a covenant running with the land and 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  
COMO L.L.C.,  
A Kansas limited liability company  
By:   
George Eidsness, Manager

Kerr-McGee Oil & Gas Onshore LP,

By:   
David H. Bell TDE &  
Agent and Attorney-in-Fact

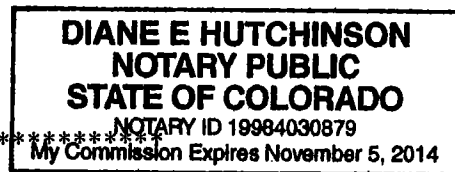
STATE OF Colorado )  
 )ss  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 23 day of May, 2014, by George Eidsness as Manager of Como L.L.C, a Kansas limited liability company.

Witness my hand and official seal.

Diane E Hutchinson  
Notary Public

My commission expires 11/5/14



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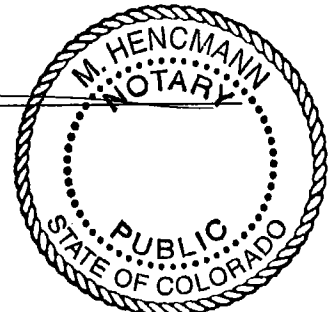
STATE OF Colorado )  
 )ss  
COUNTY OF Denver )

This instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2014, by David H.Bell, Agent and Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

M. Hencmann  
Notary Public

My commission expires 9/27/2015



My Commission Expires 9-27-2015

**EXHIBIT "A"**  
**to the Easement, Right-of-Way and Surface Damages Agreement**

# SUA EXHIBIT A SITE LAYOUT COMO SUBDIVISION

