

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of July 9, 2014, by and between Roy T. Wardell Living Trust ("Surface Owner"), whose address is 16512 Essex Road N. Platteville, CO 80651, 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 3 North, Range 65 West of the 6th P.M.
Section 7: All
Section 19: All

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, mud and reserve pits, wellhead equipment, separators, tank batteries, flowlines, flowline interconnections, and any and all other reasonable and customary uses of land related to said operations or activities. 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, nor does KMG waive any rights consistent with its mineral ownership in the Lands.

2. 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, subsurface flowlines for each well drilled upon the Lands for drilling operations as long as oil and/or gas is produced or capable of being produced from any well drilled on the lease premises.

Surface Owner further grants KMG the right to drill oil and gas wells on the Lands that may be horizontal, vertical or directional that produce and drain oil and gas from lands other than the lands covered by the oil and gas lease(s) that include all or a portion of 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

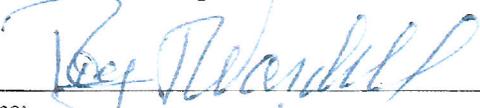
Surface Owner will provide KMG or its successors and assigns written information in possession of Surface Owner that KMG may reasonably need to conduct its operations on Surface Owner's lands.

4. Binding Agreement

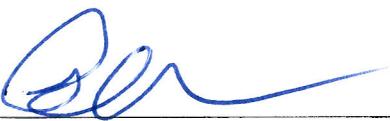
This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

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

Surface Owner:
Roy T. Wardell Living Trust

By: 
Name: _____
Title: Trustee

Kerr-McGee Oil & Gas Onshore LP

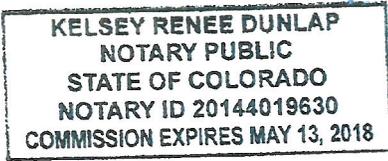
By:  RF
Name: _____
Attorney-in-Fact

STATE OF Colorado)
) ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 9 day of July, 2014, by Roy T. Wardell.

Witness my hand and official seal.

My commission expires: MAY 13, 2018



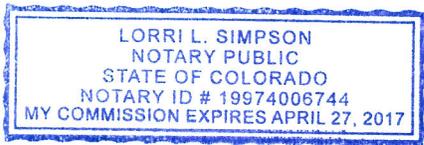
K Dunlap
Notary Public

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

The foregoing instrument was acknowledged before me this 10th day of July, 2014, by Ronald H. Olsen, Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

My commission expires: 4/27/2017



Lorri L. Simpson
Notary Public