

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of January 6, 2014, by and between Kerr McGee Gathering LLC ("Surface Owner"), whose address is 1099 18th St., Suite 1800, Denver, CO 80202, 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 2 North, Range 67 West of the 6th P.M.

Section 14: Part of the NW/4; More specifically described as:

PT NW4 14 2 67 COMM NW COR N89D55'W 517.90' POB S42D24'E 41.50' S47D35'W 10' S42D24'E 691.50' S63D31'E 50.27' S0D0' 8.55' S75D22'E 746.86' N0D10'W 4.48' S78D22'E 34.87' S12D21'E 248.70' S72D08'W 487' S83D23'W 194.70' S57D28'W 149.60' S67D43'W 198.30' S23D33'W 238' S20D35'W 97.75' N89D51'E 1762.84' N0D25'W 1584.22' TO POB

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

By signing this agreement the Surface Owner acknowledges this agreement as full 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 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.

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 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 and to locate, construct, use, and maintain surface equipment, including but not limited to flowlines, compressors, wellheads, and all associated production equipment and facilities, related to transportation of oil and natural gas from lands other than lands covered by leases pooled 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

By: 

Ron Olsen
Agent & Attorney-in-Fact

Kerr-McGee Oil & Gas Onshore LP

By: 

David Bell
Agent & Attorney-in-Fact

STATE OF COLORADO)
COUNTY OF DENVER)ss

The foregoing instrument was acknowledged before me this 6 day of JANUARY, 2014,
by Ron Olsen, Agent & Attorney-in-Fact of Kerr McGee Gathering LLC, on behalf of said company.

Witness my hand and official seal.



Notary Public

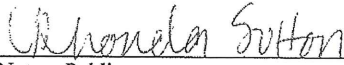
My commission expires Nov. 12, 2017

GRANT MICHAEL GERRARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134064647
COMMISSION EXPIRES NOV. 12, 2017

STATE OF Colorado)
COUNTY OF Adams)ss

The foregoing instrument was acknowledged before me this 6 day of Jan, 2014,
by David Bell, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said
company.

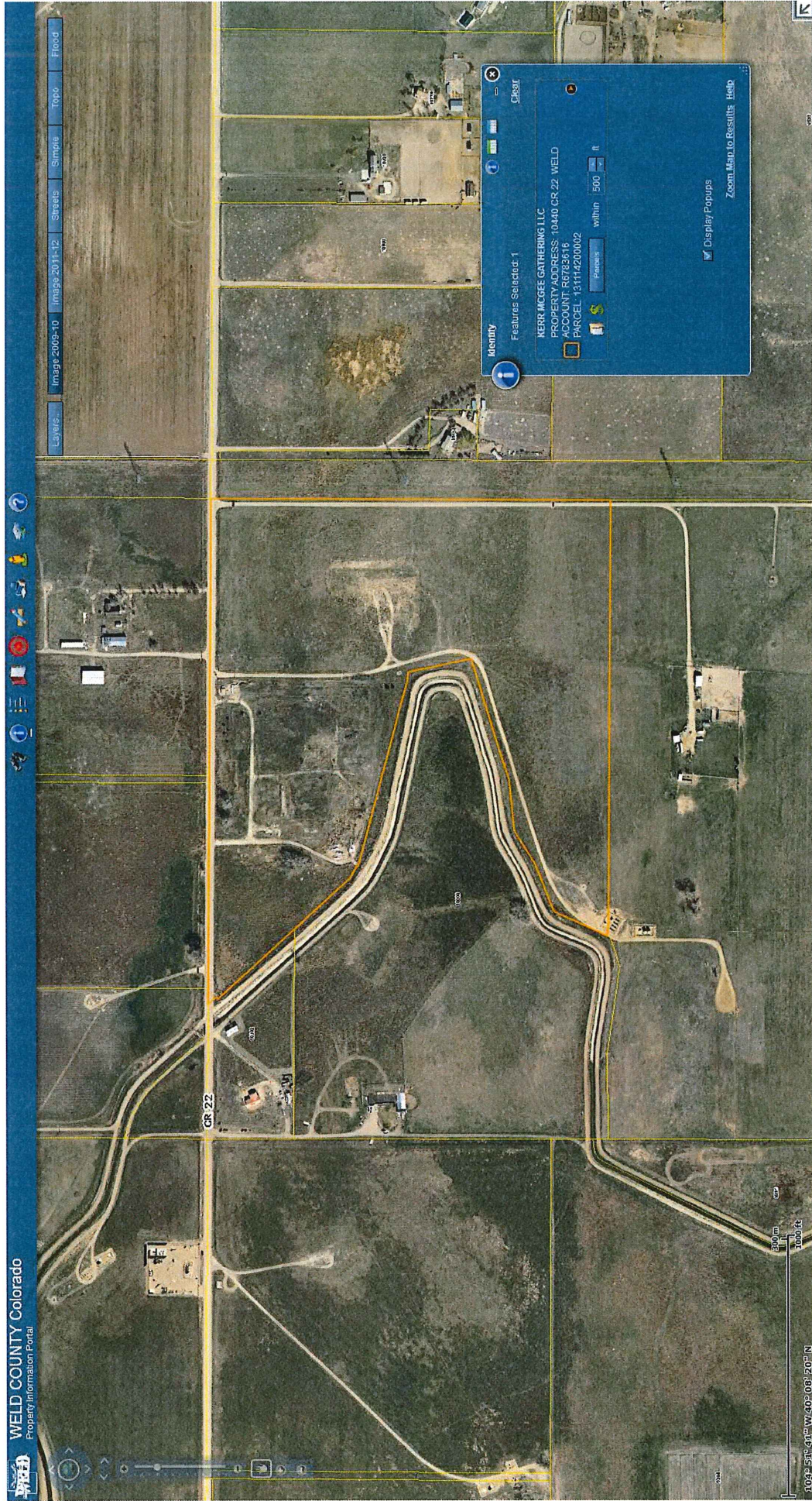
Witness my hand and official seal.



Notary Public

My commission expires May 4, 2016

RHONDA SUTTON
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires May 4, 2016



Property Profile for Account #R6783616

September 22, 2014

Account Information

Account	Parcel	Space	Account Type	Tax Year	Tax Area	Buildings	Actual Value	Assessed Value
R6783616	131114200002		Real State Assd	2014	2234	0	0	0

Legal
PT NW4 14 2 67 COMM NW COR N89D55'W 517.90' POB S42D24'E 41.50' S47D35'W 10' S42D24'E 691.50' S63D31'E 50.27' S0D0' 8.55' S75D22'E 746.86' N0D10'W 4.48' S78D22'E 34.87' S12D21'E 248.70' S72D08'W 487' S83D23'W 194.70' S57D28'W 149.60' S67D43'W 198.30' S23D33'W 238' S20D35'W 97.75' N89D51'E 1762.84' N0D25'W 1584.22' TO POB

Subdivision	Block	Lot	Land Economic Area
			4216 4 CENTRAL

Property Address	Property City	Zip	Section	Township	Range
10440 22 CR	WELD	000000000	14	02	67