

**AGREEMENT FOR SETTLEMENT OF SURFACE DAMAGES
AND GRANT OF RIGHTS AND WAIVERS**

This Agreement for Settlement of Surface Damages and Grant of Rights and Waivers ("SDA") is entered into on September 2, 2015, by and between Phillip E. Camenisch ("Surface Owner"), with an address of P.O. Box 561, Johnstown, Colorado 80534 and Kerr-McGee Oil & Gas Onshore LP ("KMG"), with offices at 1099 18th Street, Suite 1800, Denver, Colorado 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows:

Township 2 North, Range 68 West of the 6th P.M.

Section 15: Part of the West half of the Northeast Quarter; more specifically described in that Special Warranty Deed as the W2 of the NE4 of Section 15, Township 2 North, Range 68 West of the 6th P.M. Excepting Therefrom a tract of land conveyed to William Richard Barger by Deed recorded October 25, 1972 in Book 678 as Reception NO. 1600224; also identified as Parcel No. 131315000025.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Compensation: Release of All Claims

KMG shall pay to Surface Owner the sum set forth in that certain Agreement Regarding Compensation between Surface Owner and KMG entered into contemporaneously with this SDA, as full consideration and final settlement and satisfaction for ordinary detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMG's operations on the Lands, including, but not limited to, KMG's drilling and completion operations, its continuing activities for the production and transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Lands, ingress, egress, access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, and any and all other reasonable and customary uses of the Land related to all such operations or activities.

2. Acknowledgement of Rights and Easements of KMG

Surface Owner acknowledges and understands that KMG, as owner or lessee of the oil and gas estate in the Lands, owns an easement and right-of-way that burdens the Lands, and that KMG has a continuing right and entitlement to use the surface of the Lands for its operations, including, but not limited to, access, construction, operation, maintenance, repair and replacement of temporary above-ground water lines and completion fluid lines, subsurface flowlines, gathering lines and other pipelines, data transmission lines, electrical lines and related equipment (both subsurface and above-ground) that may be necessary to its operations on the Lands.

3. Grant of Additional Rights and Easements

Surface Owner agrees to negotiate in good faith with KMG, or another third party designated by KMG, an easement and right of way on the Lands for above-ground and subsurface utilities for use related to operations on the Lands and other lands. Surface Owner agrees that the easement and right-of-way will be on the form attached to this SDA and labeled Attachment 1.

4. Pipeline Easement and Right-of-Way

Surface Owner agrees to negotiate in good faith with Kerr-McGee Gathering LLC, an affiliate of KMG, or another third party gatherer designated by KMG the location of an easement and right-of-way on the Lands for the construction, use, maintenance, and replacement of pipelines for the transportation of hydrocarbons and water from the Lands and other lands, and associated electric power lines, data transmission lines and equipment. Surface Owner agrees that the pipeline easement and right-of-way will be on the form attached to this SDA and labeled Attachment 2.

5. Waivers

Surface Owner, for itself and its successors and assigns, hereby waives the right to, and covenants not to, protest or object to the use of the surface of the Lands as provided in this SDA. Furthermore, Surface Owner and its successors and assigns will provide KMG and its successors and assigns with all written waivers and other evidence of support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission ("COGCC") or any local jurisdiction.

6. Assignment

KMG may assign this SDA in whole or in part.

7. Authority to Execute Agreement

Surface Owner represents that it has the full right and authority to enter into this Agreement with respect to the surface rights it owns in and on the Lands.

8. Binding Agreement

The terms of this SDA shall constitute covenants running with the land and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

9. Counterpart Signatures


This SDA may be executed in any number of counterparts, each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

The undersigned have executed this SDA on the date first above written.

Surface Owner

By: 
Phillip E. Carmenisch

Kerr-McGee Oil & Gas Onshore LP

By: 
Ronald H. Olsen
Agent & Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF Colorado)
COUNTY OF weld) ss
)

The foregoing instrument was acknowledged before me this 2 day of September 2015, by Phillip E. Camenisch.

Witness my hand and official seal.

Jeanne Falls
Notary Public

My commission expires June 13, 2018

JEANNE FALLS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144023730
MY COMMISSION EXPIRES JUNE 13, 2018

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

The foregoing instrument was acknowledged before me this 15 day of Sept 2015, by Ronald H. Olsen, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said limited partnership.

Witness my hand and official seal.

Leslie Miranda
Notary Public

My commission expires 10/3/2018

LESLIE MIRANDA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144038677
COMMISSION EXPIRES OCT. 03, 2018

**CAMENISCH SUA LANDS COVERED
02N68W SEC 15**

