

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of October, 2012, by and between Philip T. and Joan R. Gabel, herein referred to as ("Surface Owner"), whose address is 13504 WCR 12, Ft. Lupton, CO. 80621 and Kerr-McGee Oil & Gas Onshore LP, ("KMG") with offices at 1099 18th St., Denver, CO. 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 1 North, Range 6 West of the 6th P.M.
Section 8: Mostly W/2 NE/4: Parcel 147108200023

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 agree to the terms and provisions set forth as follows:

1. Compensation for Well; Release of All Claims

KMG shall pay to Surface Owner the sum as set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG, dated October 10, 2012, 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. Grant of 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 and subsurface gathering lines for each well drilled upon the Lands, pipelines, and pipeline interconnections for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil or gas is produced or capable of being produced from any well drilled on the Lands, provided however, no easement or right-of-way is granted across any irrigation circle or which would interfere with any existing improvements.

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

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

Surface Owners

Kerr-McGee Oil & Gas Onshore LP

By: Philip T. Gabel
Philip T. Gabel

By: [Signature]
David H. Bell, Attorney-in-Fact TDE

By: Joan R. Gabel
Joan R. Gabel

CO-500059616

AFTER RECORDING RETURN TO:
Kerr-McGee Oil & Gas Onshore LP
Melissa Mayer
1099 18th Street, Suite 1800
Denver, Colorado 80202

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me this 18th day of October, 2012, 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.

[Signature]
Notary Public



My Commission Expires 9-27-2015

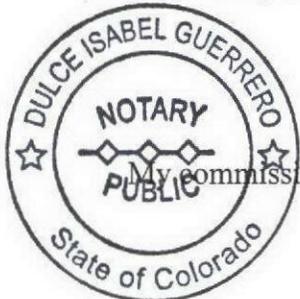
My commission expires 9/27/2015

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 9th day of October, 2012, by Philip T. Gabel.

Witness my hand and official seal.

[Signature]
Notary Public



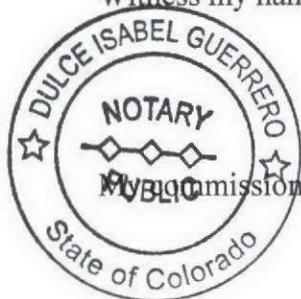
My commission expires 10/21/2014

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 9th day of October, 2012, by Joan R. Gabel.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires 10/21/2014

**AMENDMENT TO EASEMENT OF RIGHT-OF-WAY AND SURFACE USE
AGREEMENT AND LETTER AGREEMENT**

This Amendment to the Easement of Right-of-Way and Surface Use Agreement and Letter Agreement (“Amendment”) is effective as of May 1, 2015, by and between Philip T. Gabel and Joan R. Gabel, herein referred to as (“Surface Owner”) and Kerr-McGee Oil & Gas Onshore, LP (“KMG”) with offices at 1099 18th Street, Denver, Colorado 80202.

RECITALS

- A. KMG and Surface Owner entered into an Easement of Right-of-Way and Surface Use Agreement (“SUA”) dated October 10, 2012 and recorded December 9, 2012 at Reception Number 3894124 in the records of the Clerk and Recorder of Weld County, Colorado.
- B. Contemporaneously with the execution of the SUA, KMG and Surface Owner entered into a Letter Agreement dated October 10, 2012 (“Letter Agreement”) regarding compensation for wells drilled on the Lands identified in the SUA.
- C. KMG and Surface Owner desire to amend the Letter Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, KMG and Surface Owner agree as followed:

Section 3 of the Letter Agreement is hereby deleted, as is the referenced Exhibit “A”.

Nothing in the SUA, Letter Agreement, or Amendment is intended to limit the rights granted to KMG under the applicable oil and gas leases covering the lands.

Except as expressly amended and modified in this Amendment, all of the terms and provisions of the Letter Agreement shall remain the same, and the validity of the SUA and Letter Agreement are hereby ratified by KMG and Surface Owner.

The Amendment shall be a covenant running with the Lands identified in the SUA.

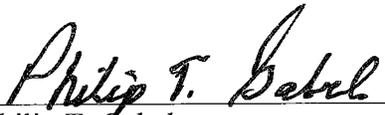
KMG and the Surface Owner acknowledge that this Amendment, but not the Letter Agreement, shall be recorded.

This Amendment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument

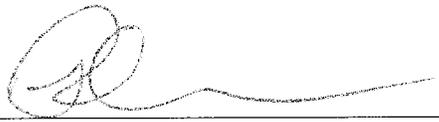
IN WITNESS THEREOF, KMG and Surface Owner have caused this Amendment to be executed by duly authorized representatives on the dates set forth in the acknowledgments, to be effective on the date first written above.

SURFACE OWNERS:

KERR-McGEE OIL & GAS ONSHORE LP



Philip T. Gabel



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

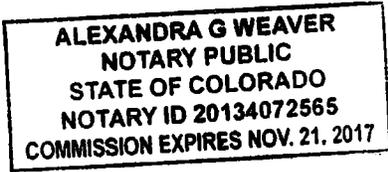


Joan R. Gabel

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

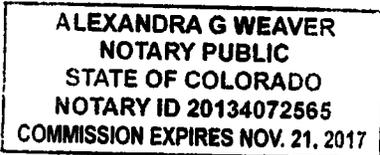
The foregoing instrument was acknowledged before me this 2nd day of June, 2015, by Philip T. Gabel, as Surface Owner.
Witness my hand and official seal.



Alexandra G Weaver
Notary Public
My Commission Expires: 11/21/2017

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 2nd day of June, 2015, by Joan R. Gabel, as Surface Owner.
Witness my hand and official seal.

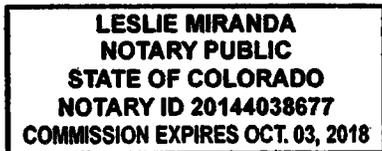


Alexandra G Weaver
Notary Public
My Commission Expires: 11/21/2017

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of June, 2015, by Ronald H. Olsen, as Agent & Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP.

Witness my hand and official seal.



Leslie Miranda