

**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 November 1, 2016, by and between Roland K. & Mary E. Cochran (referred to collectively or individually as "Surface Owner"), whose address is 4394 Grandview Blvd., Dacono, Colorado 80514 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 1 North, Range 68 West of the 6th P.M.

Section 11: part of the NE/4; more specifically described as the south-half of the northeast-quarter of Section 11, Township 1 North, Range 68 West of the 6th P.M., Except a tract of land containing one acre, more or less, located in the southeast corner thereof conveyed by warranty deed recorded in Book 614, Reception No. 1535504 of the records of Weld County, Colorado; also known as Parcel No. 14671100026

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 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'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 or convenient to its operations on the Lands.

3. Grant of Additional Rights and Easements

Surface Owner grants to KMG, or an entity determined by KMG, the right to locate on the Lands at locations to be determined by KMG an easement and right of way 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. 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.

As provided in COGCC Rule 318A or any successor rule or amendment adopted by the COGCC, or in any rule or ordinance of a local jurisdiction, relating to the location of wells within the Greater Wattenberg Area (GWA), Surface Owner hereby consents to, and waives its right to protest or object to surface well locations that are outside of designated GWA windows and surface well locations that are more than 50 feet from an existing well.

Surface Owner further understands and acknowledges that COGCC rules and regulations govern the distance between a wellhead and public roads, production facilities, buildings, building units and surface property lines, among other things. To the fullest extent possible, Surface Owner hereby waives all setback requirements in COGCC Rules 603 and 604 and any successor rules or amendments, including Exception Zone setbacks and any other state or local setback requirements or other laws, requirements or regulations that would prohibit or interfere with the rights of KMG and its successors and assigns to explore for and produce oil and gas from the Lands or other lands.

Surface Owner acknowledges that KMG and its successors and assigns may cite the waivers in this SDA in order to obtain exceptions and variances from the COGCC or from any other state or local body having jurisdiction over oil and gas operations. Surface Owner agrees that this SDA satisfies any requirement for a consent to an exception or variance signed by the surface owner, Building Unit Owner (as that term is defined in the COGCC Rules and any successor rules or amendments), homeowner or the like and agrees that KMG and its successors and assigns may provide a copy of this SDA to the COGCC or to any other state or local body in satisfaction of such

requirement. In addition, Surface Owner agrees to execute and deliver to KMG and its successor and assigns all consents and waivers requested, including waivers required from Building Unit Owners, homeowners and the like.

5. Notice to Future Owners

Surface Owner shall provide notice to all buyers and assignees of an interest in the Lands (or any portion thereof), including all builders, property owners, property owners' associations, and special districts, (each, a "Future Owner") of the existence of this SDA, the grants and waivers contained herein and the fact that Surface Owner has agreed to the amount of compensation for surface damages, for the grant of additional rights and easements and for the agreements and waivers in this SDA. In addition, Surface Owner will notify Future Owners that, as successors in interest to Surface Owner, Future Owners will assume the obligations undertaken by Surface Owner pursuant to this SDA, including the obligation to execute and deliver waivers to KMG and its successors and assigns and to provide notice to subsequent Future Owners. It is expressly understood and agreed by Surface Owner and KMG that the waivers, notice requirements and the obligations assumed by Future Owners as set forth in this SDA are, and shall be construed to be, covenants that run with the Land. As a condition to any sale or assignment of the Lands (or any portion thereof) by Surface Owner and its successors and assigns, Surface Owner and its successors and assigns will require that the buyer or assignee agree to provide to KMG and its successors and assigns all waivers required in the preceding section of this SDA.

6. Assignment

KMG may assign this SDA in whole or in part.

7. 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.

8. 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.

Roland K. Cochran

Kerr-McGee Oil & Gas Onshore LP

By: 

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

Mary E. Cochran

By: 

ACKNOWLEDGMENTS

STATE OF Colorado)
)ss
COUNTY OF WELD)

This instrument was acknowledged before me this 1 day of NOVEMBER 2016 by Roland K. Cochran.

Witness my hand and official seal.

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



Notary Public

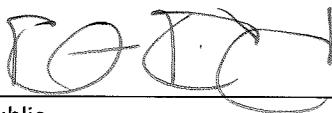
My commission expires Nov 12, 2017

STATE OF Colorado)
)ss
COUNTY OF WELD)

This instrument was acknowledged before me this 1 day of NOVEMBER 2016 by Mary E. Cochran.

Witness my hand and official seal.

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



Notary Public

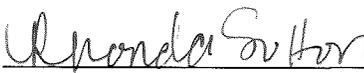
My commission expires Nov 12, 2017

STATE OF Colorado)
)ss
COUNTY OF Denver)

This instrument was acknowledged before me this 7 day of November 2016 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.

RHONDA SUTTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124028159
COMMISSION EXPIRES MAY 4, 2020



Notary Public

My commission expires May 4, 2020

Attachment 1

RECORDING INFORMATION ABOVE

GRANT OF EASEMENT

_____ (collective known as "Grantor"), whose address is _____, in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto _____, "GRANTEE", whose address is _____, its successors and assigns, subject to all pre-existing permitted uses, a perpetual easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove electrical and communication facilities for the purpose of transmission or distribution of electricity and appurtenances thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Weld, State of Colorado to-wit:

Easement description as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Those facilities will be overhead, underground and / or at grade and may include, but not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

Grantee shall have the right of ingress and egress over and across the lands of the Grantor to and from the above described property, and the right to clear and keep cleared all trees and obstructions as may be necessary.

The right and authority of Grantee hereunder may be exercised by its successors, assigns, licensees, contractors and permittees.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the maintenance, repair and replacement thereof. After the date of this Grant of Easement, Grantor shall not install permanent structures or facilities of any kind on, over, under, or across said easement without the written approval of Grantee.

Grantee shall pay Grantor for any damages to fences, crops, landscaping and personal property caused by the construction and maintenance of Grantee's facilities. Upon completion of construction, Grantee shall restore the surface of Grantor's property as nearly as practicable to the same condition that existed prior to construction.

SIGNED AND SEALED BY GRANTOR this _____ day of _____, 20____.

GRANTOR

STATE OF _____)

)ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____

Witness my hand and official seal.

Notary Public

My commission expires _____

EXHIBIT "A"

This Exhibit "A" attached to and made part of that certain Grant of Easement dated the _
day of _____, 20__ by and between _____, whose
address is _____, as "Grantor" and _____
_____ whose address is _____, as "Grantee"
in and for the new easement described below.

INTENTIONALLY LEFT BLANK

An as-built survey will be completed by a professional land surveyor and placed in this space
prior to the document being recorded with the County Clerk.

EXHIBIT A

