

## SURFACE USE AND DAMAGE AGREEMENT

This Surface Use and Damage Agreement ("Agreement") is made and entered into between **Marrs Land & Cattle, LLP** and each of its successors and assigns, herein referred to as "**Owner**", whose address is 2528 CR 19, Fort Lupton, CO 80621 and **Kerr-McGee Oil & Gas Onshore LP**, whose address is 1099 18<sup>th</sup> Street, Suite 1800, Denver, CO 80202 and their successors and assigns, herein referred to as "**Operator**." Owner and Operator are sometimes referred to each as a "Party" or collectively as the "Parties."

### WITNESSETH:

**WHEREAS**, Owner has ownership of the surface of certain land(s) located in Weld County, Colorado, identified as follows:

Township 1 North, Range 67 West of the 6<sup>th</sup> P.M.

Section 22: part of the NW<sup>1</sup>/<sub>4</sub>, Lot D as described in Recorded Exemption No. 1469-22-2 RE-4005, as further described in the Quitclaim Deed recorded in Weld County, Colorado at Reception No. 4079219

Hereafter the "**Subject Lands**";

**WHEREAS**, Owner utilizes the Subject Lands for agriculture and ranching with goals of developing said Subject Lands in the future; and

**WHEREAS**, Owner's overall objective is to preserve the Subject Lands, vistas and maintain the Subject Lands for current and future uses; and

**WHEREAS**, Owner wishes to insure, through testing and other measures, that water sources, water quality, and the Subject Lands are protected and not adversely impacted by Operator's exploration and production activities; and

**WHEREAS**, Operator has other oil and gas wells and production facilities on the Subject Lands subject to previous Surface Use Agreements whereas such wells and production facilities are to be removed and wells plugged and abandoned with said locations to be remediated and the previous Surface Use Agreements terminated; and

**WHEREAS**, Owner and Operator intend by this Agreement to define and assign responsibilities with regard to the activities discussed herein associated with the exploration, capture, production, storage, transportation or any other activities associated with lease activity of oil, gas, and hydrocarbons on and across the Subject Lands; and

**WHEREAS**, Owner and Operator desire to enter into an agreement which will govern Operator's use of the Subject Lands for the purpose of Operator's exploration for, development and production of oil and/or gas that may be discovered from the Subject Lands, lands pooled or spaced therewith as well as current and future uses by Owner of the Subject Lands.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 1 day of May, 2017, (the "Effective Date").

MARRS LAND & CATTLE, LLP

Barry Marrs

KERR-MCGEE OIL & GAS ONSHORE, LP

By: [Signature]

Title: Agent and Attorney-in-Fact

Print name: Lindsay N. Jaffee

*kar*

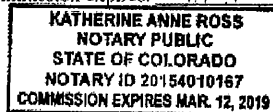
ACKNOWLEDGEMENT

STATE OF COLORADO )  
 )ss  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 1 day of May, 2017, by [Signature], to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 3/12/19



[Signature]  
Notary Public

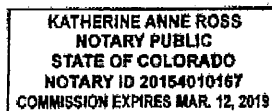
ACKNOWLEDGEMENT

STATE OF COLORADO )  
 )ss  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 1 day of May, 2017, by Lindsay N. Jaffee, to me known to be the identical person described herein, who executed the within and foregoing instrument of writing and acknowledgement to me that he duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

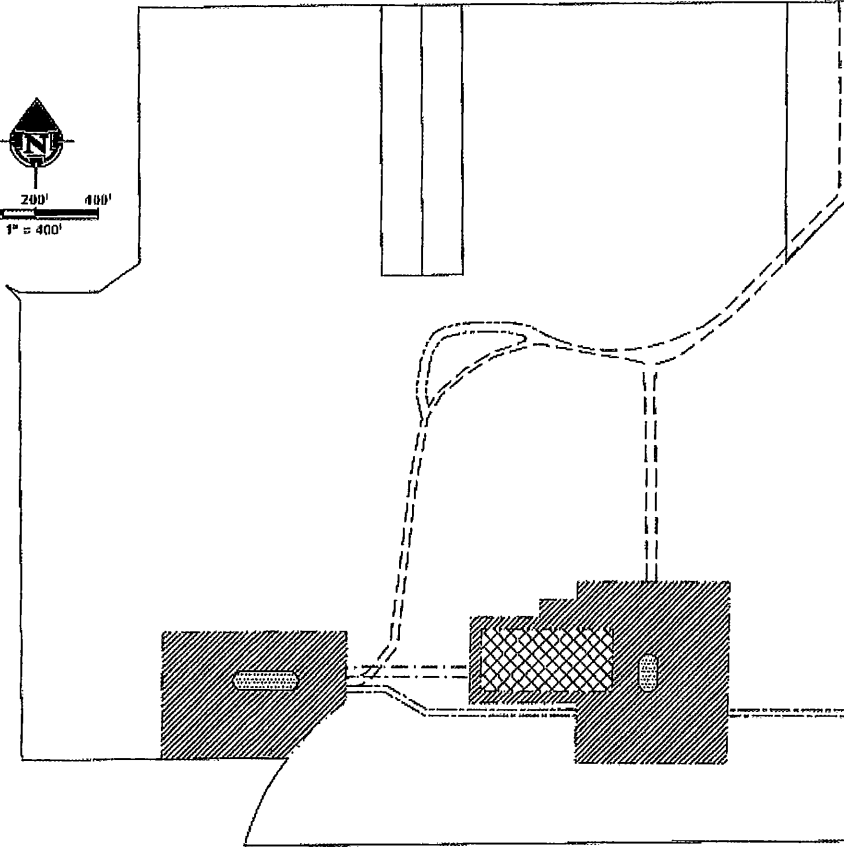
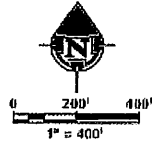
My commission expires: 3/12/19



[Signature]  
Notary Public

# EXHIBIT "A"

PART OF THE NW1/4 SECTION 22, TOWNSHIP 1 NORTH, RANGE 67 WEST, 6TH P.M.



## LEGEND

- SURFACE USE AREA (NON-EXCLUSIVE)
- PROPERTY LINE (SUBJECT LANDS)
- 30' FLOWLINE EASEMENT
- EXISTING ROAD
- TEMPORARY ACCESS ROAD
- UNDERGROUND POWER EASEMENT (20')

- PROPOSED WELLS (EXCLUSIVE)
- PROPOSED FACILITY (EXCLUSIVE)



LOVELAND OFFICE  
10000 E. 10th Ave.  
Suite 1000  
Denver, CO 80231

SUBMITTAL OFFICE  
10000 E. 10th Ave.  
Suite 1000  
Denver, CO 80231

DATE SURVEYED: 1/19/16  
DATE: 11/21/16  
DRAFTER: JFE  
REVISED: 4/28/17

PREPARED FOR:  
Kerr-McGee Oil & Gas Onshore L.P.