



809

SURFACE USE AGREEMENT

This Surface Use Agreement (“**Agreement**”) is dated and made effective this 21st day of March, 2009, and is among KERR-MCGEE OIL & GAS ONSHORE LP (“**KMG**”) with an address of 1099 18th Street, Suite 1800, Denver, CO 80202, and the KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P. with an address of 314 Grant Street, Longmont, Colorado 80501, DAVID P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P. with an address of 11023 W. Hinsdale Drive, Littleton, Colorado 80127, and CAROL N. COBURN FAMILY LIMITED PARTNERSHIP, L.L.L.P. with an address of 7380 Windsor Drive, Boulder, Colorado 80301 (collectively hereinafter referred to as “**Surface Owner**”).

- A. Surface Owner owns the surface estate of that certain tract of land in Weld County, Colorado being a portion of Township 2 North, Range 68 West of the 6th P.M., Section 35: S/2 more particularly depicted on Exhibit “A” attached hereto (hereinafter referred to as the “**Property**”);
- B. Surface ownership of the Property is subject to the rights of the oil and gas mineral leasehold estate, a portion of which is now owned by KMG;
- C. Surface Owner plans to develop the surface of the Property for residential and/or commercial purposes.
- D. KMG currently operates two (2) wells on the Property, (the “**Existing Wells**”), and has the right to develop its oil and gas leasehold estate by drilling additional wells (the “**Future Wells**”) on the Property (Existing Wells and Future Wells are sometimes collectively referred to herein as the “**Wells**”); and
- E. This Agreement sets forth the parties’ rights and obligations regarding the relationship between the development of the Property by Surface Owner and KMG’s operation and development of its oil and gas leasehold estate underlying the Property, such rights and obligations to be binding upon the parties’ successors and assigns.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **AREAS RESERVED FOR THE EXISTING WELLS AND FUTURE WELLS.**

Surface Owner shall set aside and provide to KMG that portion of the Property hereinafter referred to as the “**Oil and Gas Operations Areas**”, such areas being depicted on Exhibit “A” attached hereto. The Oil and Gas Operations Areas are to be made available to KMG in their present condition for any operations conducted by KMG in connection with the Existing Wells or any Future Well, including, but not limited to, drilling and production activities, workovers, well deepenings, recompletions, fracturing and replacement wells. Except for the Oil and Gas Operations Areas, and the access roads and easements associated with flowlines, gathering lines and pipelines as provided in this Agreement, KMG shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, for which KMG shall be strictly and solely responsible



for any damages that may occur. Notwithstanding the foregoing, KMG shall not use any portion of the surface of the Property described in Exhibit "D" (the "**Hospital Parcel**"), expressly acknowledging the Hospital Parcel shall be free of any surface use, improvements or oil and gas operations by KMG. With respect to the Hospital Parcel, KMG shall execute a release and relinquishment of surface use rights in the form attached as Exhibit "E".

2. WELL LOCATIONS.

KMG shall have the right to drill Future Wells within the Oil and Gas Operations Areas, including horizontal and directional wells that produce from and drain lands other than the Property provided such lands are validly pooled with all or any portion of the lands included in KMG's oil and gas lease covering the Property, and so long as such locations are permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("**COGCC**") or exceptions granted thereto by the Director of the COGCC. KMG shall locate the Future Wells in the Oil and Gas Operations Areas in the locations and configuration shown on Exhibit "A". All Future Wells shall be located within and no closer than 150' from the boundaries of the Oil and Gas Operations Areas. As part of the consideration for this Agreement, Surface Owner hereby waives its right to, and covenants that it shall not protest or object to any such exception location or application for same by KMG as long as such applications are consistent with this Agreement and Exhibit "A". KMG shall not otherwise have the right to drill new wells on the Property.

3. SETBACK REQUIREMENTS.

Surface Owner will not locate any lot line, building, or structure within any Oil and Gas Operations Area. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. In order to give full effect to the purposes of this Agreement, Surface Owner hereby waives its right to object to the location of any of KMG's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time so long as such locations are consistent with this Agreement. Surface Owner further and similarly waives its right to object to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of KMG, its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement. KMG or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body having jurisdiction. Surface Owner agrees not to object to the use of the surface in the Oil and Gas Operations Areas so long as such use is consistent with this Agreement and Surface Owner will provide KMG or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction. However, Surface Owner shall only be required to bear minimal time and nominal expense under this provision.

KMG hereby waives its right to object to the location of any lot line, building, or structure so long as such locations are consistent with this Agreement. KMG further and similarly waives its right to object to any state or local requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of



Surface Owner, its successors and assigns, to develop or use the surface in any manner in accordance with this Agreement. Surface Owner or its successors and assigns may cite the waiver in this paragraph in order to obtain approval for lot lines, building, or structures from any state or local governmental body having jurisdiction. KMG agrees not to object to the use of the surface so long as such use is consistent with this Agreement and KMG will provide Surface Owner or its successors and assigns with whatever written support Surface Owner may reasonably require to obtain permits, plat or other approvals from any local or state jurisdiction. However, KMG shall only be required to bear minimal time and nominal expense under this provision.

4. GATHERING LINES AND FLOWLINES.

Subject to the limitations hereinafter described, KMG has a continuing right and entitlement to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines (“**Pipelines**”) that may be necessary or convenient to its operations on the Property. Although this Agreement is intended to confine the placement of those Pipelines to the pipeline easement locations shown on Exhibit “A” (“**Petroleum Pipeline Easements**”), nothing herein shall be construed as a limitation on KMG’s ultimate right to make all necessary well connections to any Existing or Future Well; provided, however, that any alternate location shall be mutually acceptable to the parties. Furthermore, any alternate location (or relocation as the case may be) required by KMG to make all necessary well connections shall be at KMG’s sole cost and expense.

To accommodate its development, Surface Owner, at its sole cost and expense, may request that KMG relocate any Pipeline or Petroleum Pipeline Easement, and KMG shall not refuse such reasonable request provided such relocation is feasible and reasonable from a technical and engineering standpoint and complies with all applicable rules and regulations. At such time as Surface Owner desires to have any Pipeline relocated, it shall give written notice to KMG who shall promptly prepare, or commission the preparation of, a cost estimate to accomplish the relocation. As soon as available, KMG will then provide the cost estimate to Surface Owner who will then have the opportunity to review same and make a final determination about whether it wishes to proceed with the relocation. If Surface Owner elects to have KMG effectuate the pipeline relocation, it shall tender the estimated costs of such to KMG together with its written request to commence the project as soon as reasonably practicable, or as otherwise requested by Surface Owner. The Petroleum Pipeline Easements shall be fifty feet (50’) in width during construction, installation or relocation operations and otherwise reduced to thirty feet (30’) in width for post-construction usage. KMG shall abandon all pipeline locations that will no longer be used due to any relocations but only after the completion of such relocations and at such time as Surface Owner has provided KMG with a Pipeline Right of Way Grant in the form of Exhibit “B” attached hereto, if such relocation requires a new Petroleum Pipeline Easement. If a Pipeline, prior to relocation, was granted by way of a recorded easement or right-of-way, such release of the abandoned portion shall also be recorded.

All Pipelines shall be located within the Petroleum Pipeline Easements unless otherwise agreed upon between Surface Owner and KMG. KMG acknowledges that the Petroleum Pipeline Easements will be non-exclusive and agrees that it will not object to its concurrent use by other oil and gas operators or utilities, as Surface Owner may grant from time to time, so long as such other parties comply with KMG’s pipeline guidelines, attached hereto as Exhibit “C”.

Notwithstanding the foregoing, Surface Owner shall not permit, nor shall it place any other utility or structure within ten feet horizontally or two feet vertically of any KMG pipeline. The Petroleum Pipeline Easements and Oil and Gas Operations Areas shall be depicted and labeled on all subdivision plats submitted to Weld County or any local jurisdiction.

If Surface Owner's development plans anticipate that roadways will or may in the future cross over existing Pipelines, Surface Owner will pothole or request that KMG pothole the existing Pipelines to check the depth of such Pipelines. Prior to Surface Owner's installation of a new roadway, KMG will lower, as required, the affected Pipelines to sufficient depth for the road elevations. Surface Owner agrees to pay KMG the cost of inspecting and lowering the Pipelines, as well as the cost of any sub-grade work required to achieve the road construction specifications.

KMG shall not, without the prior written consent of Surface Owner, have the right to lay additional flowlines or pipelines on the Property, outside the Petroleum Pipeline Easement. All flowlines and pipelines shall be buried to a depth of approximately 48 inches from the surface. Surface Owner shall maintain a minimum of 48 inches and not more than 72 inches of cover over all pipelines and flowlines during any of Surface Owner's operations on the Property. The construction and burying of additional flowlines, gathering lines and pipelines shall be at the sole cost and expense of KMG or its gas purchaser.

5. ACCESS.

Surface Owner shall provide KMG with continuous access to all of the Oil and Gas Operations Areas and the Petroleum Pipeline Easements. The access roads to be used by KMG shall be those roads that currently are used by KMG to access the Existing Wells. Surface Owner shall have the right to relocate or substitute such existing access with different access roads at Surface Owner's sole cost and expense provided that such alternate access routes are reasonable and feasible for KMG's purposes. All access roads constructed by Surface Owner shall be of sufficient scope to allow KMG to conduct its oil and gas operations and shall be at least 30 feet in width and built to withstand a minimum of 104,000 pounds and 26,000 pounds per axle. Roads no longer used by KMG pursuant to such relocations or substitutions shall be abandoned.

6. BATTERIES AND EQUIPMENT.

KMG shall have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and other equipment reasonably appropriate for the operation and production of the Existing Wells or any Future Wells only within the Oil and Gas Operations Areas in the locations and configuration depicted on Exhibit "A". All production facilities shall be located within and no closer than 200' from the boundaries of the Oil and Gas Operations Areas. All future tanks shall be low-profile tanks. Surface Owner shall have the right to request that KMG relocate any production facilities at Surface Owner's sole cost and expense, and KMG shall not unreasonably refuse such request if Surface Owner provides a practical substitute location for relocated facilities, and provided further that such relocation is reasonable and feasible from a technical and engineering standpoint and complies with all applicable rules and regulations.



With respect to KMG's equipment and facilities other than flowlines or pipelines:

a. KMG shall install and maintain, at its sole cost and expense, all fences around the Existing Wells and any Future Wells in compliance with the Rules and Regulations of the COGCC. The fence material may be upgraded at Surface Owner's option and expense, so long as the upgrade complies with COGCC and local rules and regulations and KMG consents to such upgraded fence. KMG shall not unreasonably refuse Surface Owner's request to upgrade the fence material;

b. KMG shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of any wells or facilities in the Oil and Gas Operations Areas. Such gates and locks shall be the standard gates and locks used by KMG;

c. KMG shall paint any production facilities for any wells, including wellhead guards, with paint that is approved by the COGCC. The color may be selected by the Surface Owner, provided that any additional cost of using the color is paid by Surface Owner and that it is in compliance with COGCC and local rules and regulations; and

d. Except as otherwise provided herein, Surface Owner shall not inhibit KMG's access to the Oil and Gas Operations Areas or inhibit KMG's operations within the Oil and Gas Operations Areas by landscaping or other improvements, unless otherwise agreed upon between Surface Owner and KMG, which agreement shall not be unreasonably withheld. Surface Owner shall have the right to install and maintain fencing, earth berms and trees around the Oil and Gas Operations Areas.

7. NOTICE OF FUTURE OPERATIONS.

KMG shall provide at least seven (7) days prior written notice to Surface Owner of any operations in connection with the reworking, fracturing, deepening or recompletion operation on the Existing Wells or any Future Wells; provided, however, that KMG shall provide at least thirty (30) days prior written notice to Surface Owner and/or any homeowner's association formed by Surface Owner that is associated with the Property upon the drilling of any Future Wells. Regardless of the foregoing notice requirements, KMG shall have immediate access to any of its facilities in the event of an emergency.

After receipt of the above notice, but not less than five (5) working days prior to KMG's mobilization on the applicable Oil and Gas Operations Areas, either KMG or Surface Owner may request an on-site meeting. The purpose of the meeting shall be to inform Surface Owner of the expected activity and to coordinate site access, hazards, barricades, restoration or any other issues that affect the use and safety of Surface Owner's development.

8. NOTICES TO HOMEOWNERS AND BUILDERS.

Surface Owner shall furnish all buyers of the Property from Surface Owner with a plat or map showing the Oil and Gas Operations Areas and the Petroleum Pipeline Easements. In addition, Surface Owner shall provide notice to all builders, homeowners, homeowner associations and other buyers of the Property from Surface Owner that:

- a. There may be ongoing oil and gas operations and production in the Oil and Gas Operations Areas on the surface of the Property;
- b. There are likely to be additional Future Wells drilled and oil and gas operations and production from the Oil and Gas Operations Areas that affect the surface of the Property;
- c. Heavy equipment may be used by KMG from time to time for oil and gas production operations and that such operations may be conducted on a 24 hour basis;
- d. Future purchasers of all or a portion of the Property, as successors in interest to Surface Owner, will be acquiring a proportionate interest in Surface Owner's rights under this Agreement and assuming those obligations undertaken by Surface Owner pursuant to this Agreement; and
- e. Homeowner associations and buyers of individual lots or homes, as successors in interest to Surface Owner, will be acquiring a proportionate interest in Surface Owner's rights under this Agreement, and will be subject to the waivers contained in Sections 3, 9, and the covenants contained in Section 3 prohibiting the location of any building or structure within the Oil and Gas Operations Areas or the Petroleum Pipeline Easements and waiving objection to any setback rules of the COGCC or any local jurisdiction.

9. DRILLING AND COMPLETION OPERATIONS.

KMG shall endeavor to diligently pursue any drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Surface Owner waives any objections to continuous (i.e., 24-hour) drilling operations.

10. GOVERNMENTAL PROCEEDINGS.

Surface Owner shall not oppose KMG in any agency or governmental proceedings, including but not limited to the COGCC, County of Weld or other governing body proceedings, related to KMG's operations on the Property, including but not limited to drilling, workovers, well deepenings and recompletions, provided that KMG's position in such proceedings is consistent with this Agreement. Surface owner shall provide such waivers and execute such additional documents as are reasonably necessary to affect the purposes of this Agreement, whether or not they are specifically listed herein. KMG shall not oppose Surface Owner in any agency or governmental proceedings, including but not limited to the County of Weld or other governing body proceedings, related to Surface Owner's use, entitlement or development of the Property provided that Surface Owner's position in such proceedings is consistent with this Agreement. KMG shall provide such waivers and execute such additional documents as are reasonably necessary to effect the purposes of this Agreement, whether or not they are specifically listed herein.

11. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.

- a. No party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other party for activities undertaken within the scope of this agreement;



b. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 12 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each such party shall release, defend, indemnify and hold the other parties, their officers, directors, employees, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein;

c. Upon the assignment or conveyance of a party's entire interest in the Property, that party shall be released from its indemnification in Section 11.b. above, for all actions or occurrences happening after such assignment or conveyance.

12. ENVIRONMENTAL INDEMNITY.

The provisions of Section 11 above, except for Section 11.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 11.a. above:

a. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;

b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and

c. Environmental Indemnification. KMG shall protect, indemnify, and hold harmless Surface Owner, homeowners' association and any lot owner who purchases a lot from Surface Owner from any and all Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise out of KMG's use of the Property. Surface



Owner shall fully protect, defend, indemnify and hold harmless KMG from any and all Environmental Claims relating to the Property that arise out of Surface Owner's development of the Property.

13. EXCLUSION FROM INDEMNITIES.

The indemnities of the parties herein shall not cover or include any amounts which the indemnified party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

14. NOTICE OF CLAIM FOR INDEMNIFICATION.

If a Claim is asserted against a party for which the other party would be liable under the provisions of Section 11 or 12 above, it is a condition precedent to the indemnifying party's obligations hereunder that the indemnified party give the indemnifying party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified party, including a copy of the Claim (if it is a written Claim). The indemnified party shall make a good faith effort to notify the indemnifying party within five days of receipt of a Claim and shall affect such notice in all events within such time as will allow the indemnifying party to defend against such Claim.

15. REPRESENTATIONS.

Each party represents that it has the full right and authority to enter into this Agreement. KMG does not represent that it has rights to settle matters for all of the mineral owners or any other lessees in the Property and this Agreement shall only apply to and bind the KMG leasehold interest in the property.

16. SUCCESSORS.

The terms, covenants, and conditions hereof shall run with the land and be binding upon and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns; provided, as to KMG, successors and assigns shall be deemed to be limited to lessees under the oil and gas leases which KMG owns.

17. TERM.

This Agreement shall become effective when it is fully executed and shall remain in full force and effect until KMG's leasehold estate expires or is terminated, and KMG has plugged and abandoned all wells owned all or in part by KMG and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and existing laws and regulations.

18. NOTICES.

Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in U.S. Mail, postage prepaid, addressed to each of the following:



If to KMG:

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, Suite 1800
Denver, Colorado 80202
Attention: Director of Land Denver Basin

If to Surface Owner:

Kent Nelson
Kent P. Nelson Family Limited Partnership, L.L.L.P.
314 Grant Street
Longmont, Colorado 80501

Any party may, by written notice so delivered to the other parties, change the address or individual to which delivery shall thereafter be made.

19. RECORDING.

This Agreement and any amendment hereto, shall be recorded by KMG, which shall provide the other parties with a copy showing the recording information as soon as practicable thereafter.

20. SURFACE DAMAGES.

Surface Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, for each and every well that is drilled, tank battery and emissions control device located on the Property within the Oil and Gas Operations Areas and also including but not limited to any access road, flowline, or pipeline constructed within the Petroleum Pipeline Easements. KMG may provide a copy of this Agreement to the COGCC as evidence of this waiver.

21. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted in Denver, Colorado and shall be administered by the American Arbitration Association under its commercial rules. The arbitration shall be conducted under the laws of Colorado and in accordance with the Colorado Revised Arbitration Act, C.R.S. §§ 13-22-201 et seq., as amended. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

22. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

23. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding among the parties hereto regarding the matters addressed herein, and supersedes any previous communications, representations or



agreement, whether oral or written. This Agreement shall not be amended, except by written document signed by all parties.

24. EXECUTION AND BINDING EFFECT.

This Agreement 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, and shall be binding upon and inure to the benefit of the parties, and each of their respective heirs, executors, administrators, successors and assigns and is executed by the parties as of the Effective Date set forth above.

25. COMPLIANCE WITH REGULATION.

Surface Owner expressly acknowledges that this Agreement satisfies KMG's obligation under COGCC rules 305 and 306 to consult in good faith with the Surface Owner regarding the proposed oil and gas operations. Surface Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to and to fully satisfy, the obligation of KMG to accommodate Surface Owner's use of the surface of the Property, existing or future, and waives any statutory or common law claims with respect thereto, except for actions to enforce this Agreement or obtain damages for its breach.

The parties have executed this Agreement on the day and year first above written.

KERR-McGEE OIL & GAS ONSHORE LP

Approved
SB
Law Dept.

By: Jane Ann Byroad TDZ
Jane Ann Byroad, Agent and Attorney-in-Fact

SURFACE OWNERS

KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P.

Kent P. Nelson
Kent P. Nelson, General Partner

DAVID P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P.

David P. Nelson
David P. Nelson, General Partner

CAROL N. COBURN FAMILY LIMITED PARTNERSHIP, L.L.L.P.

Carol N. Coburn
Carol N. Coburn, General Partner



3614809 04/06/2009 02:07P Weld County, CO
12 of 29 R 146.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 25th day of March, 2009, by Carol N. Coburn as General Partner on behalf of the Carol N. Coburn Family Limited Partnership, L.L.L.P.

Witness my hand and official seal.

Notary Public

My Commission Expires: 4/1/09



3614809 04/06/2009 02:07P Weld County, CO
13 of 29 R 146.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT "A"

Attached to and made a part of that certain Surface Use Agreement between Kerr-McGee Oil & Gas Onshore LP and the Kent P. Nelson Family Limited Partnership, L.L.L.P., David P. Nelson Family Limited Partnership, L.L.L.P. and Carol N. Coburn Family Limited Partnership, L.L.L.P, dated March 21, 2009

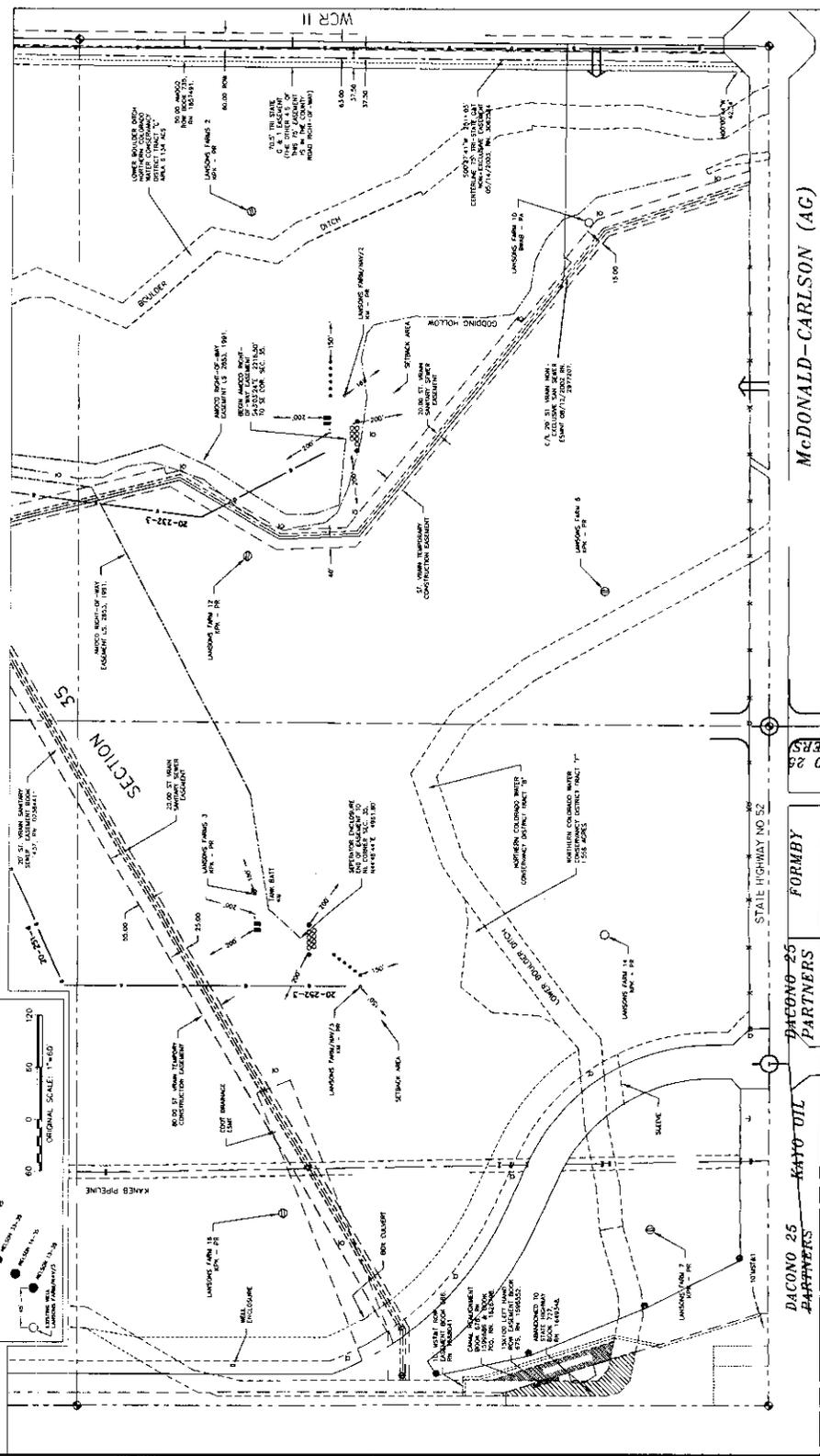
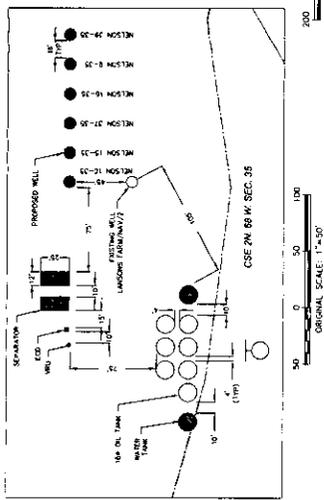
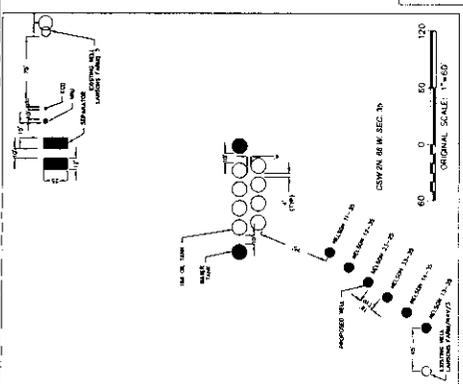
**LEGAL DESCRIPTION, OIL AND GAS OPERATIONS AREAS AND PETROLEUM
PIPELINE EASEMENT**



3614809 04/06/2009 02:07P Weld County, CO
 14 of 29 R 146.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT A - SURFACE USE AGREEMENT MAP
FOR
NELSON LANSON FARMS
COUNTY OF WELD, STATE OF COLORADO.

TO THAT SURFACE USE AGREEMENT (SUA) DATED 3-21-2009
 BETWEEN DAVID P. NELSON, KENT P. NELSON, CAROL COUBURN AND KERR-MCCOEE OIL &
 GAS ONSHORE LP; SAID AGREEMENT WITH A REDUCED COPY
 OF THIS MAP ATTACHED TO THE AGREEMENT IS RECORDED IN
 WELD COUNTY ON [REDACTED] AT RECEPTION NUMBER [REDACTED]



- LEGEND**
- MONUMENT AS DESCRIBED
 - KANE MARKER POST
 - SAN SEW MANHOLE
 - SAN SEW MARKER POST
 - 6-IN MARKER POST
 - DUNE/WOOD MARKER POST/STAND PIPE
 - 4-IN MARKER POST
 - WELL LABELS (PER COGCC RESOLVE 1/8/07)
 - PA PRODUCE
 - AL ABANDON LOCATION
 - KM KERR-MCCOEE ROCKY MOUNTAIN CORPORATION (AMRMC)
 - MRK K.P. KAUFMAN
 - EXISTING WELL OR LOCATION
 - PROPOSED WELL SURFACE LOCATION
 - IMPROVED SITE ACCESS LOCATIONS
 - NEW EXISTING EGRESS LOCATIONS (LOCATIONS NOT PROVIDED SHOWN GRAPHICALLY ONLY)
- BASE MAPING PROVIDED BY HERSHALL SURVEYING & CONSULTING ENGINEERS, 27000 ALBERTA DRIVE, FORT COLLINS, CO 80504. ZONING ADJUSTMENT MAPS - SHEET 2'

NELSON LANSON FARMS
EXHIBIT A SUA

A TRACT OF LAND LOCATED IN THE S 1/2 OF SECTION 35, T2N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

CIVILARTS	
DATE: 09/13/2008	SCALE: 1"=200'
DRAWN BY: [REDACTED]	CHECKED BY: [REDACTED]
PROJECT NO: [REDACTED]	DATE: [REDACTED]
CLIENT: [REDACTED]	PROJECT: [REDACTED]



EXHIBIT "B"

Attached to and made a part of that certain Surface Use Agreement between Kerr-McGee Oil & Gas Onshore LP and the Kent P. Nelson Family Limited Partnership, L.L.L.P., David P. Nelson Family Limited Partnership, L.L.L.P. and Carol N. Coburn Family Limited Partnership, L.L.L.P., dated March 21, 2009

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this _____ day of _____, 2009, from _____, whose address is _____, Colorado _____ ("Grantor"), to Kerr-McGee _____, a Colorado limited liability company, whose address is 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("Grantee"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto Grantee, its successors and assigns, a non-perpetual right-of-way(s) and non-exclusive easement(s) to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election, pipelines and all appurtenances, below and/or above ground, including but not limited to launchers and receivers, convenient for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons and any other substances, whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as follows:

TOWNSHIP 2 NORTH, RANGE 68 WEST, 6TH PM
Section 35:S/2

The specific route and course of the right-of-way(s) and easement(s) conveyed hereby ("Right-of-Way Lands") is more particularly described on Exhibit "A" attached hereto and made a part hereof. The width of the Right-of-Way Lands during construction shall be fifty feet (50'), and subsequent to construction shall be thirty feet (30').

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Right-of-Way Lands and has full right, power and authority to make this Grant.

Grantee shall lay all pipe at a depth of not less than 48 inches. Grantee shall repair and/or restore any fence on or adjacent to the Right-of-Way Lands removed or severed by Grantee in the course of the operations provided for in this Grant. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fences.

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the right of ingress and egress over and across the Right of Way Lands for any and all purposes necessary and incidental to



exercising Grantee's rights hereunder. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, landscaping, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands, except as provided herein, without prior written consent of Grantee, which consent shall not be unreasonably withheld. Other utilities may be placed in the Right-of-Way Lands parallel to Grantee's pipeline so long as the horizontal separation from the centerline of Grantee's pipeline is at least 10 feet (10'). Grantor retains the right to landscape over the Right-of-Way Lands with grass, shallow root shrubs and gravel paths. Grantee shall not be liable for damage to landscaping or sprinkler systems placed in the Right-of-Way Lands. Grantor shall have the right to cross the Right-of-Way Lands with roads, utilities and fences placed at substantially right angles.

Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from Grantee's activities and operations on the Right-of-Way Lands; and, Grantor shall pay for, reimburse, indemnify and hold Grantee harmless from any and all claims or damages resulting from Grantor's activities on the Right-of-Way Lands. Grantor shall have the right to use and enjoy the Right-of Way Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors, and assigns of Grantor and Grantee.

Grantee agrees to level and restore any lands that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction.

This Grant shall last as long as Grantee shall have the right to produce oil and/or gas from the lease served.

This Grant may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant as of the date first above written.

Grantors:

Grantee:

Kerr-McGee Gathering LLC

By: _____

By: _____

Jane Ann Byroad, Attorney-in-Fact



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EXHIBIT "C"

Attached to and made a part of that certain Surface Use Agreement between Kerr-McGee Oil & Gas Onshore LP and the Kent P. Nelson Family Limited Partnership, L.L.L.P., David P. Nelson Family Limited Partnership, L.L.L.P. and Carol N. Coburn Family Limited Partnership, L.L.L.P., dated March 21, 2009

KMG PIPELINE GUIDELINES



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EXHIBIT C

General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Oil & Gas Onshore LP Pipelines and Related Facilities

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMG may have under existing easements or ROW agreements. For information regarding KMG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMG in the below requirements is meant to include and apply to any Kerr McGee entity.

Design

- KMG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMG's facilities and the general public. This prior notification is to be made **before** the actual work is to take place.
- The encroaching entity shall provide KMG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMG, showing the facilities in the vicinity of KMG's ROW upon completion of the work.
- Only facilities shown on drawings reviewed by KMG will be approved for installation on KMG's ROW. All drawing revisions that affect facilities proposed to be placed on KMG's ROW must be approved by KMG in writing.
- KMG shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KMG on it's "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMG on replacement ROW granted to relocate KMG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMG.
- The depth of cover over the KMG pipelines shall not be increased or reduced nor surface modified for drainage without KMG's written approval.
- Construction of any permanent structure within KMG pipeline easement is **not** permitted without written approval by KMG.
- Planting of shrubs and trees is not permitted on KMG pipeline easement without written approval by KMG.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMG easement without written approval by KMG.
- Foreign utility installations, IE, distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMG. In no case will vertical separation be less than 12" whether written or not. Constant line elevations must be maintained across KMG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMG pipeline must be evaluated by KMG to ensure that a significant length of the KMG line is not exposed and unsupported during construction. Foreign line crossings above the KMG pipeline with less than 18" of clearance must be evaluated by KMG to ensure that additional support is not necessary to prevent settling on top of the KMG natural gas pipeline. A KMG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMG facility. All installations of foreign crossings done by boring and or jacking require the KMG facility to be exposed to verify clearances.
- Foreign utilities shall not run parallel to KMG pipelines within the KMG easement without written permission by KMG. A minimum of 10.0 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Oil & Gas Onshore LP Pipelines and Related Facilities

placed within the KMG easement or adjacent to the KMG easement. Any deviation from the 10.0' horizontal requirement must be approved in writing by KMG and an "as built survey" provided to KMG after installation.

- The foreign utility should be advised that KMG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMG's. At the request of KMG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMG. All costs associated with the correction of cathodic protection interference issues on KMG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- The developer shall understand that KMG whether specifically required per federal law, or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMG, the safety of the public, contractor, KMG personnel and KMG facilities.
- On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- AC Electrical lines must be installed in conduit and properly insulated.
- On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMG ROW.
- No power poles, light standards, etc. shall be installed in the KMG easement without written approval by KMG.
- KMG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMG's sole discretion, and may exceed any regulatory requirements.

Construction

- If KMG will be relocating KMG facilities for any entity, grading in the new KMG ROW shall be +/- 6 inches before KMG will mobilize to complete the relocation. Final cover after the completion of the project will not be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMG. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMG representative is on site during the time cover is reduced.
- The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- Contractors shall be advised of KMG's requirements and be contractually obligated to comply.
- The continued integrity of KMG's pipelines and the safety of all individuals in the area of proposed work near KMG's facilities are of the utmost importance. Therefore, contractor must meet with KMG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KMG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- **The Contractor must expose all KMG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMG representative must be present.**



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General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Oil & Gas Onshore LP Pipelines and Related Facilities

- The use of probing rods for pipeline locating shall be performed by KMG representatives only, to prevent unnecessary damage to the pipeline coating. A KMG representative shall do all line locating.
- Notification shall be given to KMG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMG's work site representative. Any Contractor schedule changes shall be provided to KMG immediately.
- Heavy equipment will not be allowed to operate directly over KMG pipelines or in KMG ROW unless written approval is obtained from KMG. Heavy equipment shall only be allowed to cross KMG pipelines at locations designated by KMG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMG.
- Contractor shall comply with all precautionary measures required by KMG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KMG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMG's facility. At no time will cover be reduced to less than 36" without written approval by KMG and a KMG representative on site.
- A KMG representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KMG pipeline or aboveground appurtenance. The contractor shall not work within this distance without a KMG representative being on site. Contractor shall use extreme caution and take any appropriate measures to protect KMG facilities.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMG facility. KMG personnel must be present.
- Temporary support of any exposed KMG pipeline by Contractor may be necessary if required by KMG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KMG's facilities unless blasting notification is given to KMG including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

KMG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMG's facilities as a result of their activities whether or not KMG representatives are present. KMG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 200 feet of KMG's facilities unless blasting notification is given to KMG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMG. A written emergency plan shall be provided by the organization responsible for blasting.

KMG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.

- Any contact with any KMG facility, pipeline, valve set, etc. shall be reported immediately to KMG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KMG personnel shall install all test leads on KMG facilities.



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EXHIBIT C

General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Oil & Gas Onshore LP Pipelines and Related Facilities

Local Kerr-McGee Gathering LLC Representation:

Manager of Construction & Facilities Engineering:	Kevin R. Osif, P.E.	Phone: 303 655 - 4307
Facilities Engineer:	Joseph E. Sanchez, P.E.	Phone: 303 655 - 4319
Foreman 1:	James Phillips	Phone: 303 655 - 4343
Foreman 1:	Rick Noffsinger	Phone: 303-655 - 4326

Emergency Contacts:

On call supervisor	Phone: 303-559 - 4001
Kerr McGee 24 hour emergency number	Phone: 303-659 - 5922
One Call Emergency	Phone: 800-922 -1987

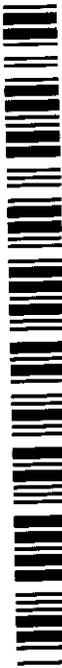


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EXHIBIT "D"

Attached to and made a part of that certain Surface Use Agreement between Kerr-McGee Oil & Gas Onshore LP and the Kent P. Nelson Family Limited Partnership, L.L.L.P., David P. Nelson Family Limited Partnership, L.L.L.P. and Carol N. Coburn Family Limited Partnership, L.L.L.P., dated March 21, 2009

HOSPITAL PARCEL

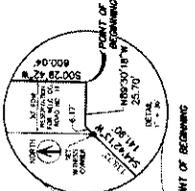
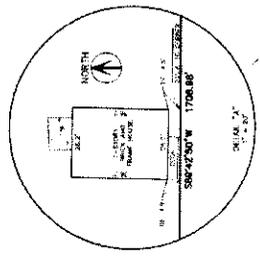
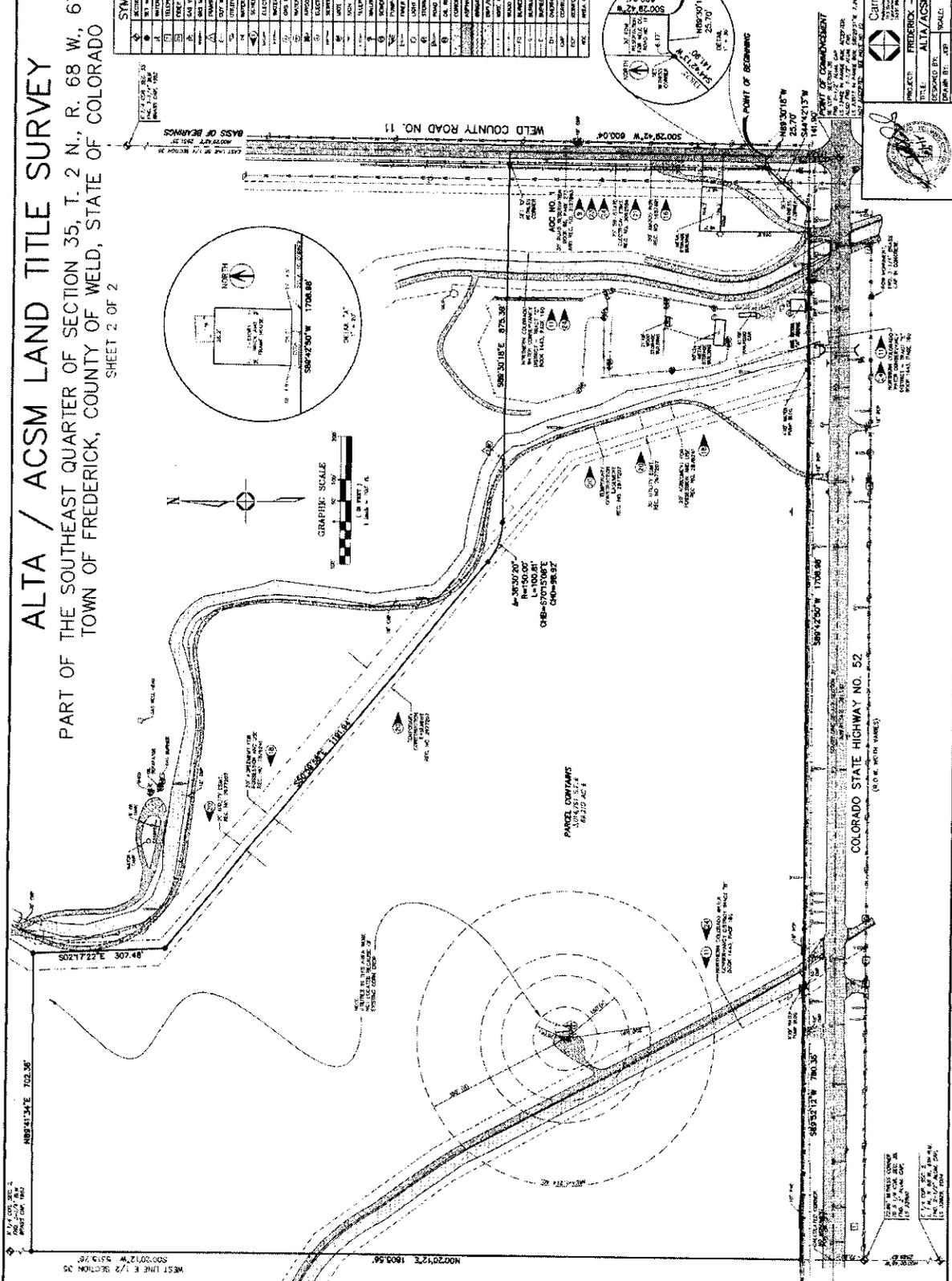


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Exhibit D

ALTA / ACSM LAND TITLE SURVEY
 PART OF THE SOUTHEAST QUARTER OF SECTION 35, T. 2 N., R. 68 W., 6TH P.M.,
 TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO
 SHEET 2 OF 2

SYMBOL LEGEND	
1	SECTION CORNER
2	1/4 CORNER
3	WHITE BOUNDARY MARK
4	TELEPHONE POLE
5	WOODEN POST
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Carroll & Landry
 Surveyors
 1000 1/2 10th St. W.
 Greeley, CO 80639
 (970) 438-1111

PROJECT: FREDERICK - SECTION 35 - PARCEL A
 TITLE: ALTA/ACSM LAND TITLE SURVEY
 DESIGNED BY: JEP
 DRAWN BY: JEP
 CHECKED BY: JEP
 DATE: 03/22/08
 SHEET NO. 2 OF 2
 JOB NO. 8388
 SEE NO. ALTA

EXHIBIT "E"

Attached to and made a part of that certain Surface Use Agreement between Kerr-McGee Oil & Gas Onshore LP and the Kent P. Nelson Family Limited Partnership, L.L.L.P., David P. Nelson Family Limited Partnership, L.L.L.P. and Carol N. Coburn Family Limited Partnership, L.L.L.P, dated March 21, 2009

WHEN RECORDED, RETURN TO:
GRANT, GRANT & GOIRAN LLP
275 SOUTH MAIN STREET, SUITE 201
POST OFFICE BOX 908
LONGMONT, COLORADO 80502-0908
ATTN: Cameron A. Grant


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THIS RELINQUISHMENT AND QUITCLAIM, effective this _____ day of _____, 2009, by and between **Kerr-McGee Oil & Gas Onshore LP** with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 (hereinafter "KMG") and **Longmont United Hospital, Inc.** a Colorado nonprofit corporation with an address of 1950 Mountain View Avenue, Longmont, Colorado 80501 (hereinafter "LUH").

WITNESSETH:

RECITALS

1. The lands which are the subject of this Relinquishment and Quitclaim are the lands that are described on attached Exhibit A and are hereinafter referred to as the "Subject Lands."
2. This Relinquishment and Quitclaim relates to surface entry only for the oil, gas and minerals that KMG leases in the Subject Lands which are hereinafter referred to as the "Minerals."

RELINQUISHMENT AND QUITCLAIM

NOW THEREFORE, KMG, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, has RELINQUISHED and forever QUITCLAIMED, and by these presents does RELINQUISH and forever QUITCLAIM unto LUH, its grantees, successors and assigns, with respect to the Subject Lands only, the right to enter upon the surface of the Subject Lands to explore for and remove the Minerals, it being the intent hereof to relinquish only the right to enter upon the surface of the Subject Lands to explore for and remove the Minerals, so long as KMG maintains adequate and sufficient access to its oil and gas operations areas located on the surface of other, proximate lands, and to leave in full force and effect all other rights of KMG as owner or lessee of the Minerals, it being expressly understood that KMG's right, title, and interest in and to the Minerals shall be in no way affected and that KMG and any lessee, licensee, successor or assign of KMG shall have the right to remove the Minerals from the Subject Lands by subterranean entries, by means of operations conducted on the surface of other lands or otherwise by any means or methods suitable to KMG, its lessees, licensees, successors and assigns, but without entering upon or using the surface of the Subject Lands, and in such manner as not to damage the surface of the Subject Lands.

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This Relinquishment and Quitclaim is made subject to the specific understanding that, except as otherwise provided herein, the rights of all lessees pursuant to leases of the Minerals in effect as of the date of this Relinquishment and Quitclaim shall continue in full force and effect with respect to the Subject Lands.

IN WITNESS WHEREOF, KMG has executed this Relinquishment and Quitclaim on the date set forth in the acknowledgement, to be effective on the date first written above.

KERR-MCGEE OIL & GAS ONSHORE LP:

By: _____
Jane Ann Byroad, Agent and Attorney-in-Fact



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EXHIBIT A

to

Relinquishment and Quitclaim

effective _____ 2009

by Kerr-McGee Oil & Gas Onshore LP, and
Longmont United Hospital, Inc.

Legal Description

The property in Weld County, Colorado, specifically described as follows:

[INSERT LEGAL]

FIRST AMENDMENT TO SURFACE USE AGREEMENT

THIS FIRST AMENDMENT TO SURFACE USE AGREEMENT ("Amendment"), effective this 31st day of January, 2019, by and between KERR-MCGEE OIL & GAS ONSHORE LP, ("**KMG**"), with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202, KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P. with an address of 2045 Longs Peak Ave., Longmont, Colorado 80501, DAVID P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P. with an address of 2929 Summer Wind Lane #3105, Highlands Ranch Colorado, 80129 and CAROL N. COBURN FAMILY LIMITED PARTNERSHIP L.L.L.P. with an address of 7380 Windsor Drive, Boulder, Colorado 80301 collectively referred to as "**Surface Owner**." Surface Owner and KMG may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Surface Owner owns the surface estate for property located Section 35, Township 2 North, Range 68 West of the 6th P.M. (the "**Property**"), more particularly described in Exhibit A-1, attached hereto.

WHEREAS, Kerr-McGee owns certain oil and gas leasehold interests in the Property and has rights to drill additional wells on the Property.

WHEREAS, KMG has the right to drill oil and/or gas wells on the Property.

WHEREAS, KMG and Surface Owner entered into a Surface Use Agreement dated March 21, 2009 and recorded April 6, 2009 at Reception Number 3614809 in the records of the Clerk & Recorder, Weld County, Colorado covering a portion of the Property ("**SUA**").

WHEREAS, KMG has drilled and operated wells pursuant to the SUA on the Property.

WHEREAS, the property subject to the SUA only included the S/2 of Section 35, Township 2 North, Range 68 West.

WHEREAS, KMG and Surface Owner desire to amend the SUA to, among other things, expand the definition of property in the SUA to include additional lands in Section 35, Township 2 North, Range 68 West.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recital A of the SUA shall be deleted in its entirety and replaced with the following:
 - A. Surface Owner owns the surface estate of that certain tract of land in Weld County, Colorado, located in Section 35, Township 2 North, Range 68 West of the 6th P.M., more particularly described as Parcel Nos. 131335100007 and 131335100008; excepting that certain Lansons Farm Subdivision Amendment more specifically described in a Subdivision Plate dated August, 31, 2009 and recorded on September 1, 2009 at Reception Number 364607; also identified as parcel No. 131335401001 (hereinafter referred to as the "**Property**").
2. Exhibit A of the SUA shall be deleted in its entirety and replaced with Exhibit A-1 attached hereto. Any reference to Exhibit A in the SUA shall now refer to Exhibit A-1.
3. Exhibit A-1 is incorporated into this Amendment by this reference.
4. No later than 60 days after KMG spuds the first well on the Nelson horizontal pad, as depicted on Exhibit A-1, KMG shall commence plugging and abandonment operations ("**P&A**") (as defined by COGCC 100 series Rules and Regulations) on the vertical wells identified on the attached exhibit "F-1." Commencing P&A operations shall be defined as submitting Form 4 with the Colorado Oil and Gas Commission ("**COGCC**"). KMG's obligation to P&A shall be contingent on and subject to approval of COGCC APD issuance in regard to the horizontal wells as depicted on Exhibit A-1 hereto.
5. Upon the date of the last horizontal well drilled on the Nelson pad and upon the last horizontal turned over to sales and the production marketed to a third party; KMG shall commence P&A operations, as defined in this Amendment, for the remaining wells identified on the attached exhibit "F-2" no later than one (1) year from said established

sales date, which for the purposes of this Amendment is defined as the date production data is first reported to COGCC.

6. The following new paragraph 26 shall be added to the SUA:
 26. **Assignment.** KMG may assign this Agreement in whole or in part.
7. Except as specifically amended by this Amendment and except to the extent necessary to conform to and incorporate the attached Exhibit A-1 and the terms of this Amendment, the terms and conditions included in the SUA shall continue in full force and effect. In the event of a conflict between this Amendment and the SUA as to a matter covered herein, this Amendment shall control.
8. This Amendment and the SUA are binding upon the Parties and their successors and assigns and inure to their benefit. This Amendment and the SUA shall be covenants that run with the land.
9. This Amendment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.
10. This Amendment shall be recorded with the Clerk and Recorder of Weld County, Colorado.

IN WITNESS WHEREOF, the Parties 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 above written.

KERR-MCGEE OIL & GAS ONSHORE LP

By: 
Its: Agent & Attorney in Fact
Name: ~~Christopher P. Martin~~
David J. Woest

BGM
11/1

KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P.

By: Kent P. Nelson
Its: general partner
Name: _____

DAVID P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P.

By: Dianne Carlson Dzuban
Its: authorized agent
Name: _____

CAROL N. COBURN FAMILY LIMITED PARTNERSHIP L.L.L.P.

By: Carol N. Coburn
Its: general partner
Name: _____

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
CITY and COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21 day of October, 2019 by Christopher P. Martin, as David J. Woot Agent and Attorney in Fact for KERR-MCGEE OIL & GAS ONSHORE LP.

My Commission expires: 02/12/2022 :

Witness my hand and official seal.

[Signature]

Notary Public

ANTONIO CABRAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184006829
COMMISSION EXPIRES FEB. 12, 2022

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 6th day of September 2019 by Kent P. Nelson, as Managing Partner for KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.P.

My Commission expires: July 2, 2021 :

Witness my hand and official seal.

[Signature]

Notary Public

MAUREEN C SIMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874186795
MY COMMISSION EXPIRES 07/02/2021

STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 3 day of Sept, 2019 by Dianne Carlson Nelson as _____ for DAVID P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.P.

My Commission expires: 06-27-2020 :

Witness my hand and official seal.

Darlene K. Tolán
Notary Public

DARLENE K. TOLAN
Notary Public
State of Colorado
Notary ID: 20164024429
My Commission Expires 06/27/2020

STATE OF Colorado)
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 6th day of September, 2019 by CAROL N. COBURN as Managing Partner for CAROL N. COBURN FAMILY LIMITED PARTNERSHIP L.L.P.

My Commission expires: July 2, 2021 :

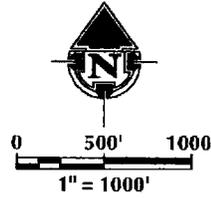
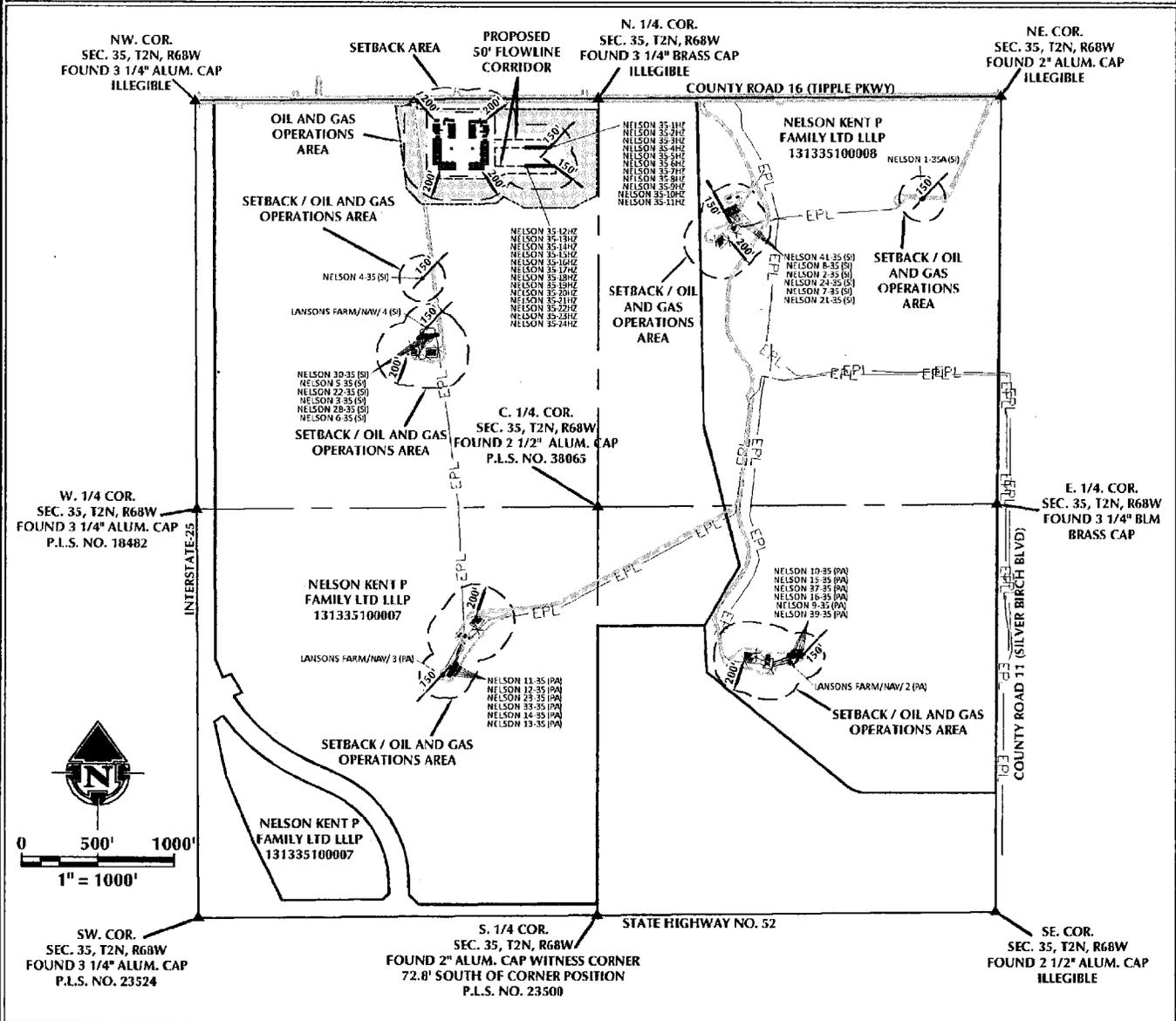
Witness my hand and official seal.

Maureen C Simpson
Notary Public

MAUREEN C SIMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874186795
MY COMMISSION EXPIRES 07/02/2021

EXHIBIT A-1

**EXHIBIT 1 - FIRST AMENDMENT TO SURFACE USE AGREEMENT
TO THAT FIRST AMENDMENT TO SURFACE USE AGREEMENT
(AMENDMENT) DATED 31st of January, 2019
BETWEEN KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.P.;
DAVID P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P.;
CAROL N. COBURN FAMILY LIMITED PARTNERSHIP, L.L.L.P.;
AND KERR-MCGEE OIL & GAS ONSHORE LP.
LOCATED IN SECTION 35, T2N, R68W, 6TH P.M.
WELD COUNTY, COLORADO**



LEGEND					
●	PROPOSED WELL	-----	PROPOSED FLOWLINE CORRIDOR	-----	PROPOSED FACILITY PAD
○	EXISTING WELL	-----	SETBACK AREA	-----	EXISTING ROAD
▲	EXISTING MONUMENT	---EPL---	EXISTING PIPELINE	-----	PROPERTY LINE
		-----	LANDSCAPING AREA	-----	OIL AND GAS OPERATIONS AREA (±18.22 ACRES)

<p>609 CONSULTING, LLC LOVELAND OFFICE 1613 Forward Drive, Suite 204 Loveland, Colorado 80538 Phone 970-776-4111</p> <p>SHERIDAN OFFICE 1095 Sabersoo Avenue Sheridan, Wyoming 82801 Phone 307-674-6609</p>	<p>DATE SURVEYED: 10/17/17 DATE: 11/27/17 DRAFTER: CDJ REVISED: 7/10/19</p>	<p>PREPARED FOR: Kerr-McGee Oil & Gas Onshore LP.</p>	<p>SHEET NO: 1 1 OF 2</p>
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EXHIBIT A-1: NELSON HORIZONTAL WELL PAD

EXHIBIT 1 - FIRST AMENDMENT TO SURFACE USE AGREEMENT

TO THAT FIRST AMENDMENT TO SURFACE USE AGREEMENT
(AMENDMENT) DATED 31st of January, 2019

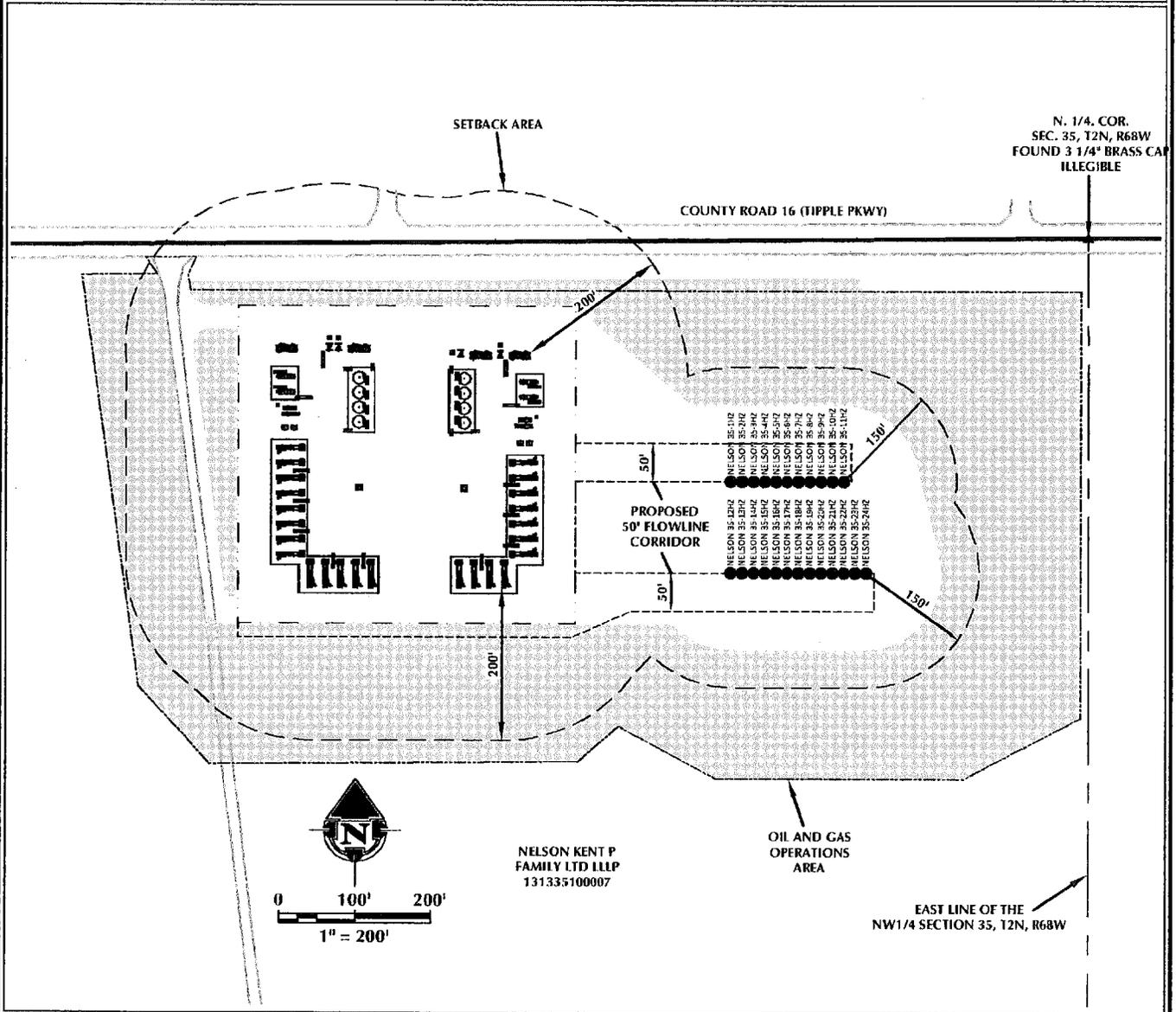
BETWEEN KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P.;

DAVID P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P.;

CAROL N. COBURN FAMILY LIMITED PARTNERSHIP, L.L.L.P.;

AND KERR-MCGEE OIL & GAS ONSHORE LP.

LOCATED IN THE NE1/4 NW1/4 OF SECTION 35, T2N, R68W, 6TH P.M.
WELD COUNTY, COLORADO



LEGEND

- | | | |
|---------------------|----------------------------------|---|
| ● PROPOSED WELL | ----- PROPOSED FLOWLINE CORRIDOR | - - - - PROPOSED FACILITY PAD |
| ○ EXISTING WELL | ----- SETBACK AREA | ----- EXISTING ROAD |
| ▲ EXISTING MONUMENT | —EPL— EXISTING PIPELINE | ===== PROPERTY LINE |
| | ----- LANDSCAPING AREA | ----- OIL AND GAS OPERATIONS AREA
(±18.22 ACRES) |



609 CONSULTING, LLC
LOVELAND OFFICE
1615 Foward Drive, Suite 204
Loveland, Colorado 80538
Phone: 970-776-4331

SHERIDAN OFFICE
1993 Sherman Avenue
Sheridan, Wyoming 82801
Phone: 307-674-0689

DATE SURVEYED: 10/17/17
DATE: 11/27/17
DRAFTER: CDJ
REVISED: 7/10/19

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

SHEET NO:
2 OF 2

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EXHIBIT F-1

to

**FIRST AMENDMENT TO SURFACE USE AGREEMENT between KERR-MCGEE OIL & GAS
ONSHORE LP, KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P., DAVID P. NELSON
FAMILY LIMITED PARTNERSHIP, L.L.L.P., and CAROL N. COBURN FAMILY LIMITED
PARTNERSHIP L.L.L.P**

P&A Wells Pre Spud of Horizontal Wells

Well Name	API#	KMG ID#	Township	Range	Section	Quarter
Lansons Farm/Nav/2	0512315225	74722	2N	68W	35	SE
Lansons Farm/Nav/3	0512315240	74723	2N	68W	35	SW
Lansons Farm/Nav/4	0512315241	74724	2N	68W	35	NW
Nelson 10-35	0512329372	93392	2N	68W	35	SE
Nelson 11-35	0512329384	93393	2N	68W	35	SW
Nelson 12-35	0512329381	93394	2N	68W	35	SW
Nelson 13-35	0512329380	93395	2N	68W	35	SW
Nelson 1-35A	0512321743	74745	2N	68W	35	NE
Nelson 14-35	0512329385	93396	2N	68W	35	SW
Nelson 15-35	0512329373	93397	2N	68W	35	SE
Nelson 16-35	0512329376	93398	2N	68W	35	SE
Nelson 21-35	0512330678	93247	2N	68W	35	NE
Nelson 22-35	0512330647	93154	2N	68W	35	NW
Nelson 23-35	0512329383	93155	2N	68W	35	SW
Nelson 2-35	0512330671	92860	2N	68W	35	NE
Nelson 24-35	0512330670	93156	2N	68W	35	NE
Nelson 33-35	0512329379	93250	2N	68W	35	SW
Nelson 3-35	0512330644	93389	2N	68W	35	NW
Nelson 37-35	0512329375	93157	2N	68W	35	SE
Nelson 39-35	0512329377	93158	2N	68W	35	SE
Nelson 41-35	0512330663	93159	2N	68W	35	NE
Nelson 4-35	0512330648	93390	2N	68W	35	NW
Nelson 7-35	0512330684	93346	2N	68W	35	NE
Nelson 8-35	0512330679	93407	2N	68W	35	NE
Nelson 9-35	0512329378	93391	2N	68W	35	SE

EXHIBIT F-2

to

**FIRST AMENDMENT TO SURFACE USE AGREEMENT between KERR-MCGEE OIL & GAS
ONSHORE LP, KENT P. NELSON FAMILY LIMITED PARTNERSHIP, L.L.L.P., DAVID P. NELSON
FAMILY LIMITED PARTNERSHIP, L.L.L.P., and CAROL N. COBURN FAMILY LIMITED
PARTNERSHIP L.L.L.P**

P&A Wells Post Turn Over to Sales of Horizontal Wells

Well Name	API#	KMG ID#	Township	Range	Section	Qtr/Qtr
Nelson 28-35	0512330646	C3565	2N	68W	35	NW
Nelson 30-35	0512330650	93248	2N	68W	35	NW
Nelson 5-35	0512330649	92861	2N	68W	35	NW
Nelson 6-35	0512330645	93408	2N	68W	35	NW