

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of June 15th, 2010, by and between Cannon Farming Company, ("Surface Owner"), whose address is 3575 Cherry Creek North Drive, Denver, CO 80209, and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18th St., Suite 1800, Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 65 West, of the 6th P.M.
Section 3: N/2 & SW/4

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 June 15th, 2010, 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.

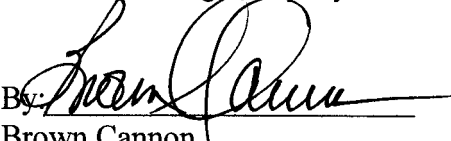
2. Grant of Right of Way and Easement

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.

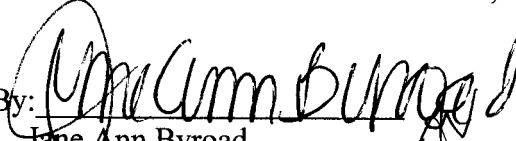
This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

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

Cannon Farming Company

By: 
Brown Cannon
As: President

Kerr-McGee Oil & Gas Onshore LP,

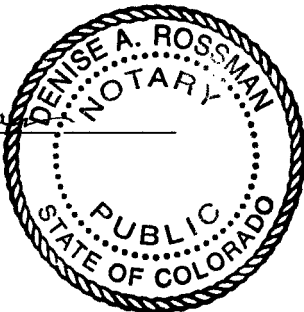
By: 
Jane Ann Byroad
Agent & Attorney-in-Fact

STATE OF COLORADO)
City of Weld)ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of Aug, 2010, by Brown W. Cannon

Witness my hand and official seal.

Denise A. Rossman
Notary Public



My commission expires 10/24/11

STATE OF Texas)
CITY AND Montgomery)ss
COUNTY OF Montgomery)

This instrument was acknowledged before me this 9th day of August, 2010, by Jane Ann Byroad, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.



Jeanine Palmer
Notary Public

My commission expires 11/6/2012