

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of February 23, 2015, by and between Fort Lupton Highlands-160, General Partnership, LLP ("Surface Owner"), whose address is 8791 Circle Dr. Westminster, CO 80031, 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 1 North, Range 66 West of the 6th P.M.
Section 9: A portion of the NE4 more particularly described as Lot D at Recorded Exemption No. 1471-09-1 REC X11-0058 in the records of Weld County, Colorado.
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 agrees to the terms and provisions set forth as follows:

1. Compensation for Operations; Release of All Claims

KMG shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG of even date, 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 drilling and completion operations on the Lands, and its continuing activities for the production and/or transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities 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 and customary uses of land related to said operations or activities.

2. Acknowledgement of Right of Way and Easement

Surface Owner acknowledges and understands that KMG, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands, and that KMG has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities; provided, however, KMG agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed.

Surface Owner further agrees that, Kerr-McGee Gathering LLC, an affiliate of KMG, or another third party gas gatherer designated by KMG, may exercise the easement rights described herein.

3. Grant of Additional Rights and Easements

Surface Owner hereby grants and conveys to KMG and its successors and assigns, non-exclusive, perpetual subsurface easements through the Lands for the placement of wellbores for the purpose of drilling, operating and producing oil and gas wells that produce and drain hydrocarbons from other lands, and to locate, construct, use, and maintain surface equipment, including but not limited to flowlines, compressors, wellheads, and all associated production equipment and facilities, related to transportation of oil and natural gas from such wells.

In addition, Surface Owner grants to KMG the right to locate on the Lands at a location to be determined by KMG a temporary Completions Operations Area to be used to complete oil and gas wells on other lands and the right to locate on the Lands at locations to be determined by KMG temporary above-ground water lines, temporary above-ground completion fluid lines, completions equipment, and any additional equipment related to the completion of wells on other lands.

4. Waivers

Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands so long as such use is consistent with this Agreement. Furthermore, Surface Owner will provide KMG or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

5. Termination of Prior Agreements

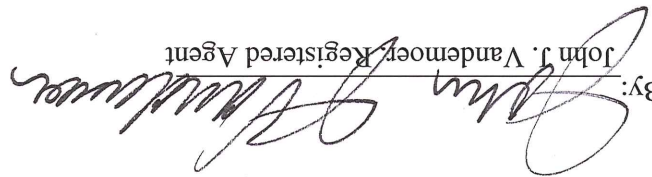
This Agreement and the Letter Agreement set forth the entire understanding between the Parties regarding the Lands and supersede any and all previous communications, representations or agreements, whether oral or written. The parties agree that the three Surface and Damage Agreements dated effective March 7, 2006 and between Surface Owner and United States Exploration, Inc. and the Surface Use Agreement dated effective April 21, 2009 and between Surface Owner and Noble Energy, Inc. are terminated and that this Agreement supersedes and replaces such agreement in all respects. No change of any of the terms or conditions herein shall be valid or binding on either Party unless in writing and signed by an authorized representative of each Party.

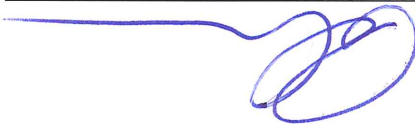
6. Binding Agreement

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

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

Surface Owner
Fort Lupton Highlands-160, General Partnership, LLP

By: 
John J. Vandemoer, Registered Agent

By: 
Ronald H. Olsen
Agent & Attorney-in-Fact
AGW 78

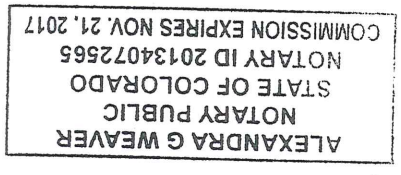
Kerr-McGee Oil & Gas Onshore LP

STATE OF Colorado
()
COUNTY OF Denver
() ss

The foregoing instrument was acknowledged before me this 23 day of February, 2015, by John J. Vandemoer, Registered Agent of Fort Lupton Highlands-160, General Partnership, LLP, on behalf of said partnership.

Witness my hand and official seal.

Alexandra G Weaver
Notary Public



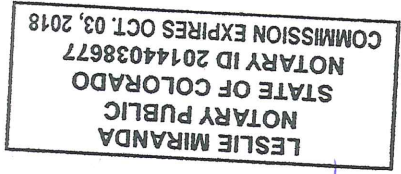
My commission expires 11/21/2017

STATE OF Colorado
()
COUNTY OF Denver
() ss

This instrument was acknowledged before me this 24th day of February, 2015, by Ronald H. Olsen, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

Leslie Miranda
Notary Public



My commission expires 10-3-2018

