

3657717 11/04/2009 02:20P Weld County, CO
1 of 2 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of September 24, 2009, by and between Larry Cey Curtis and Jan Dale Curtis ("Surface Owner"), whose address is 2837 W. 49th St., Evans, CO 80620, 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: 5 North, Range 66 West, of the 6th P.M.

Section 25: Lots 3 and 4; the S/2 of Lot 2, all in the SW/4 SE/4 of said section.

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 September 24, 2009, 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.

SURFACE OWNER

Kerr-McGee Oil & Gas Onshore LP,

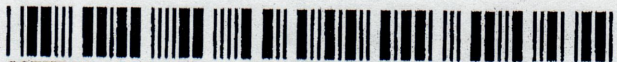
By: Larry Cey Curtis
Larry Cey Curtis

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

By: Jan Dale Curtis
Jan Dale Curtis

|||||

AFTER RECORDING RETURN
TO: MELISSA HENCMANN
KERR-MCGEE OIL & GAS ONSHORE LP
1099 18TH STREET, SUITE 1800
DENVER, CO 80202



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STATE OF COLORADO)

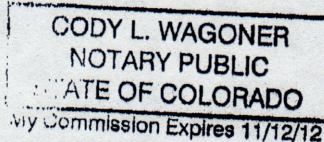
COUNTY OF Weld)
)ss
)

The foregoing instrument was acknowledged before me this 24th day of September, 2009, by
Larry Cey Curtis and Jan Dale Curtis.

Witness my hand and official seal.

Cody L. Wagoner
Notary Public

My commission expires 11-12-12



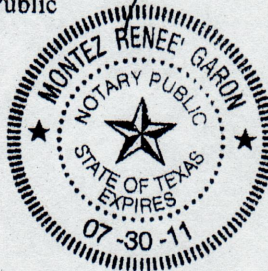
STATE OF Texas)
)ss
COUNTY OF Montgomery)

This instrument was acknowledged before me this 8th day of October, 2009, 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.

Montez Renee Garon
Notary Public

My commission expires 7-30-2011



5N66Wsec25
Lots 3 & 4; the S/2 of Lot 2, all in the SW/4 SE/4

