

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 2<sup>ND</sup> DAY OF JULY, 2012, by and between Elizabeth M. Shafer, David L. Badding, Mary J. Sisneros, John F. Badding and Frances I. Deaguero (collectively referred to herein as the "Surface Owner"), whose address is 7450 Weld County Road 35, Fort Lupton, CO 80621, and Kerr-McGee Oil & Gas Onshore LP ("KMG") with offices at 1099 18th Street, Suite 1800, Denver, CO 80202, covering certain lands (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 66 West, of the 6<sup>th</sup> P.M.  
Section 35: S/2

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 2 July 2012, 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.

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. Waiver

Surface Owner agrees not to object to the use of the surface so long as such use is consistent with this Agreement and 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 COGCC or any local jurisdiction.

4. Binding Agreement


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

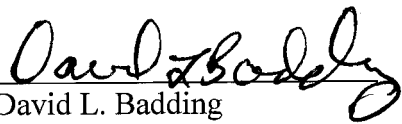
The undersigned have executed this Agreement as of the day first above written.

Surface Owner

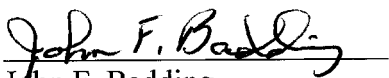
Kerr-McGee Oil & Gas Onshore LP

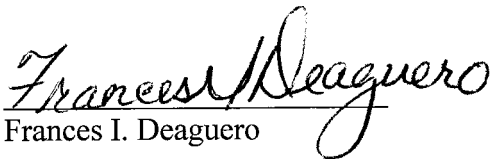
By: Elizabeth M. Shafer  
Elizabeth M. Shafer

By:   
David H. Bell <sup>92M</sup>  
Agent & Attorney-in-Fact

  
David L. Badding

  
Mary I. Sisneros


  
John F. Badding

  
Frances I. Deaguero

STATE OF COLORADO       )  
  )ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 2 day of JULY, 2012,  
by Elizabeth M. Shafer.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

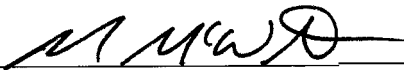
My commission expires \_\_\_\_\_



STATE OF COLORADO       )  
  )ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 2 day of JULY, 2012,  
by David L. Badding.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public


My commission expires \_\_\_\_\_



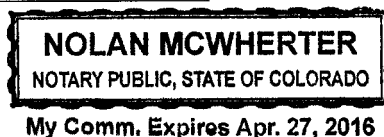
STATE OF COLORADO       )  
  )ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 2 day of JULY, 2012,  
by Mary J. Sisneros.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public


My commission expires \_\_\_\_\_



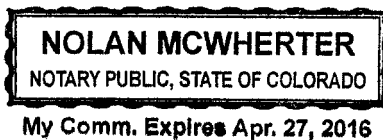
STATE OF COLORADO       )  
  )ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 2 day of July, 2012,  
by John F. Badding.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



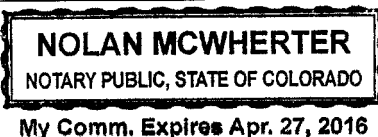
STATE OF COLORADO       )  
  )ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 2 day of July, 2012,  
by Frances I. Deaguero.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



STATE OF Colorado       )  
  )ss  
COUNTY OF Weld        )

This instrument was acknowledged before me this 6<sup>th</sup> day of July, 2012, by David  
H. Bell, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said  
company.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

