

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of October 15th, 2009, by and between Reuben Bernhardt and the Hester P. Bernhardt Trust B ("Surface Owner"), whose address is 12281 Hwy 60, Milliken, CO 80543, 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 67 West, of the 6th P.M.

Section 36, containing 292 acres more or less, and being more particularly described as THE W 1/2 OF THE E 1/2 AND THE E 1/2 OF THE W 1/2 OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THOSE PARCELS DEEDED JUNE 14, 1972 AT RECEPTION NO. 1591581 DESCRIBED AS: BEGINNING AT THE NW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE SOUTH ALONG THE 1/4 SECTION LINE, 1542 FEET; THENCE N 39° 02' W, 635 FEET; THENCE N 17° 14' W, 369 FEET; THENCE N 11° 42' W, 378 FEET; THENCE N 15° 55' E, 336 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE N 89° 37' E ALONG SAID NORTH LINE 493.5 FEET TO THE PLACE OF BEGINNING.

AND

DEEDED MAY 5, 2000 AT RECEPTION NO. 2766210 DESCRIBED AS: COMMENCING AT THE NE CORNER OF SAID SECTION 36 AND CONSIDERING THE NORTH LINE OF SAID SECTION 36 TO BEAR N 89° 37' 00" E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE S 89° 37' 00" W ALONG SAID NORTH LINE OF SECTION 36, 1792.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 15° 55' 00" W, 336.00 FEET; THENCE S 11° 42' 00" E, 378.00 FEET; THENCE S 17° 14' 00" E, 336.00 FEET; THENCE S 86° 52' 29" W, 254.79 FEET; THENCE N 74° 09' 52" W, 331.07 FEET; THENCE N 00° 46' 45" W, 356.01 FEET; THENCE N 27° 42' 08" W, 36.98 FEET; THENCE N 00° 51' 55" W, 545.61 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 36; THENCE N 89° 37' 00" E ALONG SAID NORTH LINE OF SECTION 36, 519.14 FEET TO THE TRUE POINT OF BEGINNING.

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 October 15th, 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 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
Reuben Bernhardt &
Hester P. Bernhardt Trust B

Kerr-McGee Oil & Gas Onshore LP,

By: David Lee Bernhardt
David Lee Bernhardt
Co-Attorney-in-Fact for Reuben Bernhardt

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

By: Timothy Alan Bernhardt
Timothy Alan Bernhardt
Co-Attorney-in-Fact for Reuben Bernhardt

By: David Lee Bernhardt
David Lee Bernhardt, Co-Trustee for
the Hester P. Bernhardt Trust B

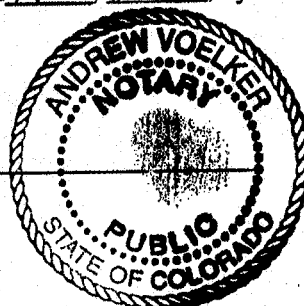
By: Timothy Alan Bernhardt
Timothy Alan Bernhardt, Co-Trustee for
the Hester P. Bernhardt Trust B

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 3rd day of Nov., 2009, by
David Lee Bernhardt and Timothy Alan Bernhardt.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires 2/2/2011

My Commission Expires 02/02/2011

STATE OF TEXAS)
)ss
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me this 12th day of November, 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.

[Signature]
Notary Public

My commission expires 5/20/2012

