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EASEMENT, RIGHT-OF-WAY  
and  
SURFACE USE AGREEMENT

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of October 30, 2008, by and between Helen L. Bryant, whose address is 2005 James Dr., Loveland, CO 80538 and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18<sup>th</sup> St., Suite 1800, Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 68 West, 6<sup>th</sup> P.M.

Section 30: SE/4 SE/4 & the east 30 acres of the W/2 SE/4

Section 30: NE/4 SE/4 less and except that .545 acres described as BEG E4 COR SEC S88D05'W 864.98' S01D54'E 18' TO TPOB S01D54'E 4' TH ALG NONTANG CURVE TO RIGHT (R=776.48' CHORD=S82D14'E) 264.78' S72D37'E 437.5' N60D50'W 152.6' N59D26'W 176.59' N83D45'W 138' W90' S86D54'W 166.5' TO TPOB

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 28, 2008, 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:

Helen L. Bryant  
Helen L. Bryant

By:

Michael A. Nixon  
Michael A. Nixon  
Agent & Attorney-in-Fact



3613717 03/31/2009 01:24P Weld County, CO  
 2 of 2 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

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STATE OF COLORADO )  
 ) ss  
 COUNTY OF Harmer )

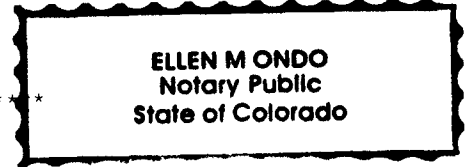
The foregoing instrument was acknowledged before me  
 this 6 day of November, 2008, by Helen L. Bryant.

Witness my hand and official seal.

Ellen M Ondo  
 Notary Public

My commission expires 7-27-2011

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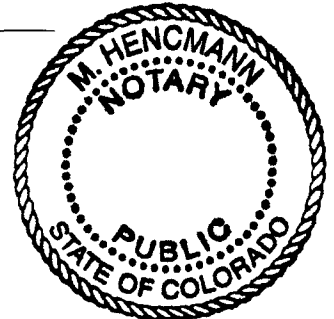
STATE OF COLORADO )  
 CITY AND ) ss  
 COUNTY OF DENVER )

This instrument was acknowledged before me this 10<sup>th</sup> day  
 of February, 2008, by Michael A. Nixon, Agent &  
 Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP on behalf of  
 said company.

Witness my hand and official seal.

M. Henemann  
 Notary Public

My commission expires 9/27/2011



My Commission Expires 9-27-2011