

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of JAN 6 2011, by and between Marrs Land & Cattle LLP, ("Surface Owner"), whose address is 2528 CR 19, Fort Lupton, Colorado 80621, and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18th St. #1800 Denver, CO 80202 covering certain lands situated in Weld County, Colorado described as follows (the "Lands"):

Township 1 North, Range 66 West, of the 6th P.M.
Section 28: W/2SW/4 & E/2SE/4, except Lot A AMD REC EXEPMT
RE-1897

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 Jan 6 2011, as full and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to that portion of the Lands depicted on Exhibits A and A-1 attached hereto (hereinafter the "Operations Areas"), 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, provided KMG conducts its operations in the Operations Areas. KMG further agrees that any future wells drilled on the Lands by KMG shall be located within the Operations Areas.

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, also provided KMG conducts its operations in the Operations Areas.

3. Waivers

Surface Owner agrees not to object to the use of the surface in the Operations Areas 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.

Exhibit A

