

# **EASEMENT, RIGHT-OF-WAY and SURFACE DAMAGES AGREEMENT**

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of October 14, 2011, by and between MRJ Camp Holdings LLP and Phyllis Edith Camp Nelson ("Surface Owner"), whose address is P.O. Box 127 Platteville, CO 80651, 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 3N, Range 66W, of the 6<sup>th</sup> P.M.

Section 26: E/2 Section 25: All

Township 3N, Range 65W, of the 6<sup>th</sup> P.M.

Section 31: All

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 agrees to the terms and provisions set forth as follows:

1. Compensation for Operations: Release of All Claims

KMG shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG of even date, as full consideration 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 and completion operations on the Lands, and its continuing activities for the production and/or transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities 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 and customary uses of land related to said operations or activities.

2. Acknowledgement of Right of Way and Easement

Surface Owner acknowledges and understands that KMG, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands, and that KMG has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities; provided, however, KMG agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed.

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. Waivers

Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands so long as such use is consistent with this Agreement. Furthermore, 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 Colorado Oil and Gas Conservation Commission or any local jurisdiction.

4. Surface Locations

Locations for ingress and egress to the well(s), the well site area, tank battery/treater locations and tanker truck service areas shall be the locations depicted on the attached Exhibit "A". This Agreement does not in any way limit the rights of KMG to drill additional wells with associated facilities, access and pipeline easements on the Lands or to exercise all rights consistent with its mineral ownership or lessee rights. Exhibit "A" shall be amended as necessary to identify such future locations.

5. Binding Agreement

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

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

Surface Owner

Kerr-McGee Oil & Gas Onshore LP,

By: Joan C. Camp  
Joan C. Camp  
Registered Agent


By: David Bell  
David Bell  
Agent & Attorney-in-Fact

By: Phyllis Edith Camp Nelson  
Phyllis Edith Camp Nelson

STATE OF COLORADO       )  
                                  )ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 14 day of October, 2011, by  
Joan C. Camp and Phyllis Edith Camp Nelson.

Witness my hand and official seal.

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

My commission expires 6/17/2014

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STATE OF COLORADO       )  
                                  )ss  
COUNTY OF ADAMS        )

This instrument was acknowledged before me this 17 day of October, 2011, by David  
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 11-12-12

