

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 11-8-11, by and between Gordon P. Weichel and Clarkie R. Weichel, ("Surface Owners"), with an address of 22762 CR 22, Hudson, Colorado 80642, and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18th St. Suite 1800 Denver, CO 80202, covering certain lands situated in Weld County, Colorado described as follows ("Lands"):

Township 2 North, Range 65 West, of the 6th P.M.
Section 14: SE/4 and part of the SW/4 known as Lot D Recorded Exemption RE-4353

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 Operations; Release of All Claims

KMG shall pay to Surface Owners the sum as set forth in and according to the terms of that certain Letter Agreement by and between Surface Owners and KMG, dated 11-8-11, 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, 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 Owners hereby grant, bargain, sell, assign and convey 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 Owners agree 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 Owners 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.

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 Owners

By: Gordon P. Weichel
Gordon P. Weichel
Surface Owner

By: Clarkie R. Weichel
Clarkie R. Weichel
Surface Owner

Kerr-McGee Oil & Gas Onshore LP

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

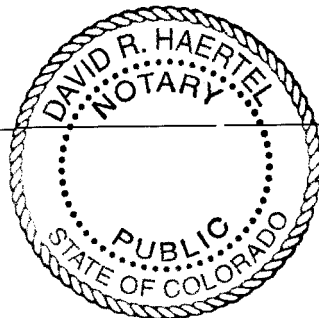
STATE OF COLORADO)
)ss
COUNTY OF Weld)

This instrument was acknowledged before me this 8 day of Nov., 2011, by Gordon P. Weichel.

Witness my hand and official seal.

Notary Public

My commission expires 2/26/2012



My Commission Expires 02/26/2012

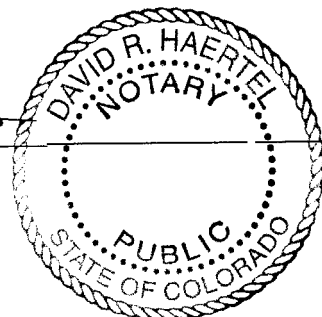
STATE OF COLORADO)
)ss
COUNTY OF Weld)

This instrument was acknowledged before me this 8 day of Nov, 2011, by Clarkie R. Weichel.

Witness my hand and official seal.

Notary Public

My commission expires 2/26/2012



My Commission Expires 02/26/2012

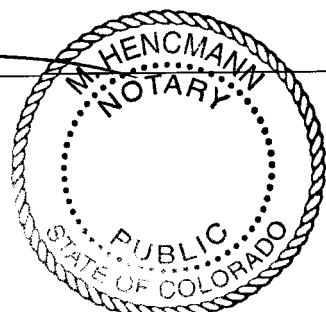
STATE OF COLORADO)
)ss
COUNTY OF Adams)

This instrument was acknowledged before me this 30th day of Nov, 2011, 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 9/27/2015



My Commission Expires 9-27-2015