

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 12-29-11, by and between **James D. Colfer, Individually, as Trustee of the Colfer Living Trust and Power-of-Attorney for Mary K. Likens, Victoria M. Ryan and Rick Nowels**, whose address is: 2341 Meridian Ct., Grand Junction, CO 81507; **Bobbie Gail North, Power-of- Attorney for Patsy Seals** whose address is: c/o Bobbie Gail North, 1641 January Lane, Ponder, TX 76259; **Laura K. Pound & Co., by Sharon McMorrow**, whose address is: 4054 West Camas St., Boise, ID 83705 herein referred to as ("Surface Owner," whether one or more) and **Kerr-McGee Oil & Gas Onshore LP, ("KMG")** with offices at 1099 18th St. #1800 Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 65 West of the 6th P.M.
Section 34: NW/4

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 12-29-11, 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.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

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.

Kerr-McGee Oil & Gas Onshore LP

By: 
David Bell
Agent & Attorney-in-Fact

Laura K. Pound & Co.

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 1/6/2012 by and between **James D. Colfer, Individually, as Trustee of the Colfer Living Trust and Power-of-Attorney for Mary K. Likens, Victoria M. Ryan and Rick Nowels**, whose address is: 2341 Meridian Ct., Grand Junction, CO 81507; **Bobbie Gail North, Power-of- Attorney for Patsy Seals** whose address is: c/o Bobbie Gail North, 1641 January Lane, Ponder, TX 76259; **Laura K. Pound & Co., by Sharon McMorrow**, whose address is: 4054 West Camas St., Boise, ID 83705 herein referred to as ("Surface Owner," whether one or more) and **Kerr-McGee Oil & Gas Onshore LP, ("KMG")** with offices at 1099 18th St. #1800 Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 65 West of the 6th P.M.
Section 34: NW/4

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 1/6/2012, 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

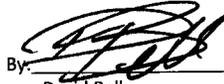
Surface Owner hereby grants, bargains, sells, assigns and conveys to KMG an easement and right-of-way for the purpose of constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines for each well drilled upon the Lands, pipelines, and pipeline interconnections 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.

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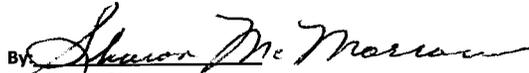
This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

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

Kerr-McGee Oil & Gas Onshore LP

By: 
David Bell
Agent & Attorney-in-Fact

Laura K. Pound & Co.

By: 
Sharon McMorrow

**James D. Colfer,
Individually, as Trustee and Power-of-Attorney**

**Bobbie Gail North,
Power-of-Attorney for Patsy Seals**

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of January 19th 2012, by and between James D. Colfer, Individually, as Trustee of the Colfer Living Trust and Power-of-Attorney for Mary K. Likens, Victoria M. Ryan and Rick Nowels, whose address is: 2341 Meridian Ct., Grand Junction, CO 81507; Bobbie Gail North, Power-of-Attorney for Patsy Seals whose address is: c/o Bobbie Gail North, 1641 January Lane, Ponder, TX 76259; Laura K. Pound & Co., by Sharon McMorrow, whose address is: 4054 West Camas St., Boise, ID 83705 herein referred to as ("Surface Owner," whether one or more) and Kerr-McGee Oil & Gas Onshore LP, ("KMG") with offices at 1099 18th St. #1800 Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 65 West of the 6th P.M.
Section 34: NW/4

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 January 19th 2012, 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

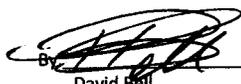
Surface Owner hereby grants, bargains, sells, assigns and conveys to KMG an easement and right-of-way for the purpose of constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines for each well drilled upon the Lands, pipelines, and pipeline interconnections 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.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

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.

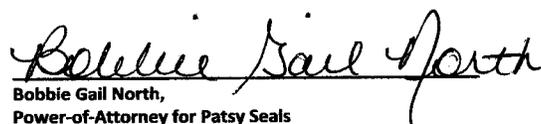
Kerr-McGee Oil & Gas Onshore LP

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

Laura K. Pound & Co.

By: _____
Sharon McMorrow

**James D. Colfer,
Individually, as Trustee and Power-of-Attorney**


**Bobbie Gail North,
Power-of-Attorney for Patsy Seals**

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me this 26 day of January, 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.

Dick Bapuzzi
Notary Public

My commission expires 6/13/2014

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2011, by Sharon McMorrow for Laura K Pound & Co.

Witness my hand and official seal.

Notary Public

My commission expires _____

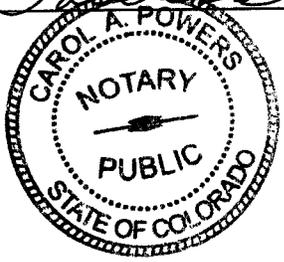
STATE OF *Colorado*)
)ss.
COUNTY OF *Archa*)

The foregoing instrument was acknowledged before me this _____ day of January, 2011, by James D. Colfer, Individually, as Trustee of the Colfer Living Trust and Power-of-Attorney for Mary K. Likens, Victoria M. Ryan and Rick Nowels.

Witness my hand and official seal.

Carol A. Powers
Notary Public

My commission expires 10/10/2015



STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2011, by Bobbie Gail North,

ACKNOWLEDGEMENT

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

2012

This instrument was acknowledged before me this 9th day of ~~January~~ February, 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 _____

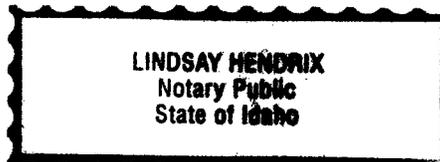
STATE OF Idaho)
COUNTY OF Ada)ss
)

The foregoing instrument was acknowledged before me this 6th day of ~~January~~ February, 2011, by Sharon McMorrow for Laura K Pound & Co.

Witness my hand and official seal.


Notary Public

My commission expires August 4, 2016



STATE OF _____)
COUNTY OF _____)ss
)

The foregoing instrument was acknowledged before me this _____ day of January, 2011, by James D. Colfer, Individually, as Trustee of the Colfer Living Trust and Power-of-Attorney for Mary K. Likens, Victoria M. Ryan and Rick Nowels.

Witness my hand and official seal.

Notary Public

My commission expires _____

STATE OF _____)
COUNTY OF _____)ss
)

The foregoing instrument was acknowledged before me this _____ day of January, 2011, by Bobbie Gail North, Power-of-Attorney for Patsy Seals.

Witness my hand and official seal.

Notary Public

My commission expires _____

ACKNOWLEDGEMENT

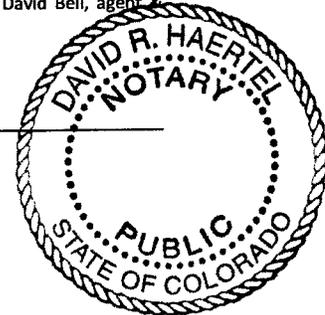
STATE OF COLORADO)
CITY AND)ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 20 day of January, ~~2011~~²⁰¹², 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 2/26/2012

My Commission Expires 02/26/2012

STATE OF _____)
COUNTY OF _____)ss.

The foregoing instrument was acknowledged before me this _____ day of January, 2011, by Sharon McMorrow for Laura K Pound & Co.

Witness my hand and official seal.

Notary Public

My commission expires _____

STATE OF _____)
COUNTY OF _____)ss.

The foregoing instrument was acknowledged before me this _____ day of January, 2011, by James D. Colfer, Individually, as Trustee of the Colfer Living Trust and Power-of-Attorney for Mary K. Likens, Victoria M. Ryan and Rick Nowels.

Witness my hand and official seal.

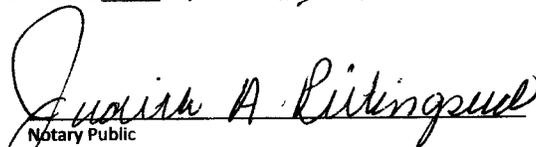
Notary Public

My commission expires _____

STATE OF Texas)
COUNTY OF Denton)ss.

The foregoing instrument was acknowledged before me this 19 day of January, ~~2011~~²⁰¹², by Bobbie Gail North, Power-of-Attorney for Patsy Seals.

Witness my hand and official seal.



Notary Public

My commission expires 12-23-2013

