

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

*April 26, 2012* This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of *April 26, 2012* by and between **SHUR VIEW LIMITED PARTNERSHIP**, whose address is: P O BOX 62623, COLORADO SPRINGS, CO 80962, 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 5 North, Range 67 West of the 6<sup>th</sup> P.M.  
Section 3: S/2

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 *April 26, 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.

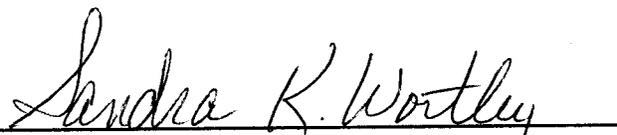
**Kerr-McGee Oil & Gas Onshore LP**



\_\_\_\_\_  
David H. Bell, Agent & Attorney-in-Fact

*D*

**Surface Owner:**



\_\_\_\_\_  
Sandra K. Wortley  
Registered Agent for Shur View Limited Partnership

**ACKNOWLEDGEMENT**

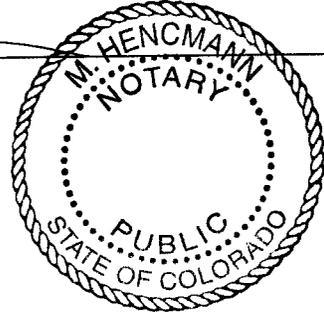
STATE OF COLORADO )  
~~CITY AND~~ Adams )ss  
COUNTY OF ~~DENVER~~ )

This instrument was acknowledged before me this 30<sup>th</sup> day of ~~May~~ April, 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 9/27/2015



My Commission Expires 9-27-2015

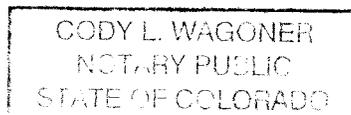
STATE OF Colorado )  
COUNTY OF El Paso )ss

The foregoing instrument was acknowledged before me this 26 day of April, 2012, by **Sandra K. Wortley, Registered Agent for Shur View Limited Partnership.**

Witness my hand and official seal.

  
Notary Public

My commission expires 11-12-12



My Commission Expires 11/12/12