

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of October 24, 2012, by and between Richard J. Griffiths herein referred to as ("Surface Owner"), whose address is 12177 Hudson Court, Thornton CO. 80241 and Kerr-McGee Oil & Gas Onshore LP ("KMG") with offices at 1099 18th St., Denver, CO. 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 1 North, Range 67 West of the 6th P.M.
Section 17: Mostly W/2 NW/4: Parcel No. 146917200043

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 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 October 24, 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; excluding however from the foregoing, any acts or omissions of KMG or its agents, lessees, licensees, successors or assigns constituting gross negligence or willful misconduct.

2. Grant of Right of Way and Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to KMG a non-exclusive 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.

3. Surface Owner's Use

Surface Owner retains the right to the use and occupancy of the Lands, including agricultural and grazing uses, insofar as such use and occupancy is consistent with and does not unreasonably impair any grant herein contained from Surface Owner to KMG, subject to any prior easements or rights of way of record, except that Surface Owner will not locate any lot line, building, or structure within any setback from the wells and production equipment required by the Colorado Oil and Gas Conservation Commission applicable as of the Effective Date of this Agreement.

4. Term

If KMG has not commenced drilling on at least one well by the later date of: (a) November 1, 2017; or (b) actual construction begins on a building within a platted lot on the Lands, this Agreement shall terminate, otherwise this Agreement shall remain in full force and effect.

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.

