

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of February 21, 2013, by and between Dr. Todd L. Harris Charitable Unitrust, ("Surface Owner"), whose address is P.O. Box 137 Ashley, ND 58413, and "Anadarko E&P Onshore LLC, (formerly Anadarko E&P Company LP), a Delaware Limited Liability Company", ("APC") with offices at 1099 18th St. #1800 Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 3 North, Range 66 West of the 6th P.M.

Section 19: A Portion of SW/4SE/4 PVI PT SE4 19-3-66 BEG SE COR SD SE4 N89D36" W 1490.36" N07D21" 30.22" TO TPOB TH N89D36"W 898.27" TO E ROW UPRR TH N04D01 "E 2601.16" TO N LN SE4 TH S89D42"E 438.8" ALG SD N LN TO PT 77.09"W OF C/L PLATTE VALLEY CANAL TH ALG SD LN PARALLEL TO SD C/L S05D38"E 748.95" TH ALG CURVE TO L (R=2393.14") CHORD =S05D47"E 263.86" TH S08D57"E 287" TH ALG CURVE TO L (R=961.38") CHORD =S14D15"E 177.66" TH S19D32"E 249 .89" TH ALG CURVE TO R (R=278.83") CHORD=S07D38"E 115.82" TH S04D15"W 261.69" TH ALG CURVE TO L (R=290.06") CHORD=S15D08"E 196.43" TH S34D32"E 157.7" TH ALG CURVE TO R (R=278.05") CHORD=S13D35"E 198.87" TH S07D21"W 19.2" TO TPOB
As described in Weld County Records, Weld County, CO

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

APC 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 APC, dated February 21, 2013, 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 APC 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. Surface Owner recognizes and agrees that one or more of the oil and gas wells drilled on the Lands may be vertical, horizontal or directional wells that produce and drain oil and gas from the Lands, as well as oil and gas from lands other than the lands covered by the oil and gas lease(s) that includes all or a portion of the Lands or leases that are pooled with the leases for the Lands.

2. Grant of Right of Way and Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to APC 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.

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.

Dr. Todd L. Harris

Todd L. Harris
CRUT, Trustee

Anadarko E&P Onshore LLC

By: *[Signature]*
David Bell *DB*
Agent & Attorney-in-Fact

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me this 5 day of April, 2013, by David Bell, Agent & Attorney-in-Fact of Anadarko E&P Onshore LLC, on behalf of said company.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires 6/13/2014

STATE OF Texas)
COUNTY OF Cameron)ss
)

The foregoing instrument was acknowledged before me this 22 day of March, 2013, by Dr. Todd L. Harris CRUT Trustee.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires 10/28/15