

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of May 2, 2013 by and between Debra Wirkner-Vance ("Surface Owner"), whose address is 12535 County Road 23 Fort Lupton, CO 80621 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 3 North, Range 67 West of the 6th P.M.

Section 36: A portion of the SW4, containing approximately 48.17 acres, more particularly described at reception number 2582586 and Book number 1637 on Page 138 of the Records of Weld County, Colorado.

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 May 2, 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 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. Surface Owner further agrees that, Kerr-McGee Gathering LLC, an affiliate of KMG, or another third party gas gatherer designated by KMG, may exercise the easement rights described herein.

Surface Owner further grants and conveys to KMG a subsurface easement on and through the SW4 of Section 36, 3N67W above described for the purpose of allowing KMG to drill no more than six (6) oil and gas wells using directional boring technology to bottom hole locations located under Section 1, 2N67W from the surface location located in the SW4 of Section 36, 3N67W. It is further agreed that KMG may reasonably use the Oil and Gas Operations Area to drill, complete, operate, produce, maintain, redrill, recompleat and conduct all other operations necessary or convenient for wells drilled from the Oil and Gas Operations Area to the SW4 of Section 36, 3N67W. The rights granted hereby include the construction, operation, maintenance, repair and replacement of an oil and gas production facility.

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 Owner

Kerr-McGee Oil & Gas Onshore LP

By: Debra Wirkner-Vance
Debra Wirkner-Vance

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