



3034880 02/24/2003 02:22P Weld County, CO  
1. of 2 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of the 10th day of February, 2003, by and between Wheeler Highland Weld County LLC, whose address is 5909 County Line Rd Erie, CO 80516 ("Surface owner," whether one or more) and Kerr-McGee Rocky Mountain Corporation, a Delaware corporation ("KMRMC"), with offices at 1999 Broadway, Suite 3600, Denver, CO 80202 covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 66 West, of the 6th P.M.  
Section 21: NE/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

KMRMC 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 KMRMC, dated February 10, 2003, 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 KMRMC 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 KMRMC 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.

SURFACE OWNER

Kerr-McGee  
Rocky Mountain Corporation

*By: Donna Jean Wheeler*  
Wheeler Highland Weld County LLC  
By: ~~Jack~~ Wheeler

*Donna Jean*

By: *[Signature]*  
James E. Wason  
Attorney-in-Fact

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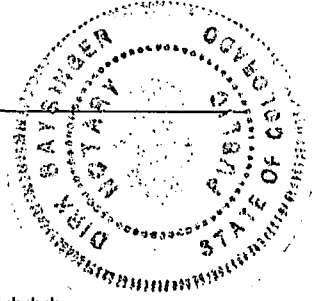
STATE OF COLORADO )  
 ) ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me  
this 12 day of February, 2003, by ~~Jack~~ Wheeler. *Donna Jean*

Witness my hand and official seal.

*Donna Jean*  
Notary Public

My commission expires 6/13/2006



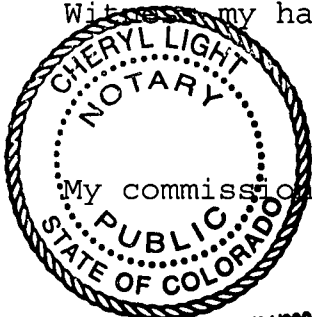
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STATE OF COLORADO )  
CITY AND ) ss  
COUNTY OF DENVER )

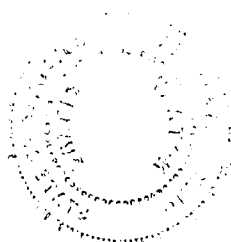
This instrument was acknowledged before me this 18th day  
of February, 2003, by James P. Wason, Attorney-in-Fact  
of Kerr-McGee Rocky Mountain Corporation, a Delaware corporation,  
on behalf of the corporation.

Witness my hand and official seal.

*Cheryl Light*  
Notary Public



My commission expires \_\_\_\_\_



KERR-McGEE  
ROCKY MOUNTAIN CORPORATION  
1999 BROADWAY  
SUITE 3600  
DENVER, CO 80202