

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of the 18th day of April, 2003, by and between Glenn F. Jesser, Mary Jo Ann Jesser, G.D. Brown & Co. and L.M. Brown & Co. whose address is 16307 HWY 52-P.O. Box 311 Fort Lupton, CO 80621 ("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: 1 North, Range 66 West, of the 6th P.M.  
Section 2: N/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

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 April 18, 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

Glenn F. Jesser  
Glenn F. Jesser

Mary Jo Ann Jesser  
Mary Jo Ann Jesser

Kerr-McGee  
Rocky Mountain Corporation

By: James P. Wason  
Attorney-in-Fact



G.D. Brown & Co by  
Gordon D Brown

G.D. Brown & Co.

Title: Partner

L.M. Brown & Co  
by Leta Margie Brown

L.M. Brown & Co.

Title: Partner

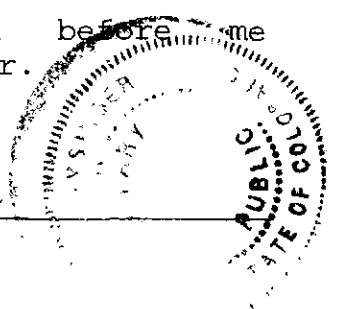
STATE OF COLORADO       )  
  ) ss  
COUNTY OF WELD       )

The foregoing instrument was acknowledged before me  
this 20 day of MAY, 2003, by Glenn F. Jesser.

Witness my hand and official seal.

Dirk Layinger  
Notary Public

My commission expires 6/13/2006



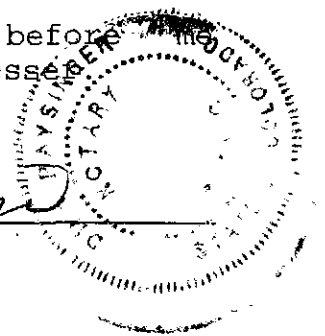
STATE OF COLORADO       )  
  ) ss  
COUNTY OF WELD       )

The foregoing instrument was acknowledged before me  
this 20 day of MAY, 2003, by Mary Jo Ann Jesse.

Witness my hand and official seal.

Dirk Layinger  
Notary Public

My commission expires 6/13/2006



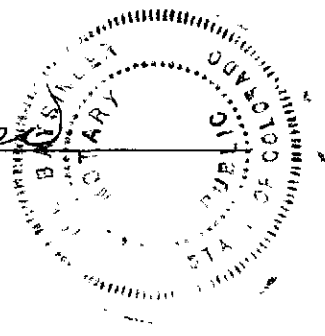
STATE OF COLORADO       )  
  ) ss  
COUNTY OF WELD       )

The foregoing instrument was acknowledged before me  
this 20 day of MAY, 2003, by Gordon D. Brown as Partner  
for G. D. Brown & Co.

Witness my hand and official seal.

Dirk Layinger  
Notary Public

My commission expires 6/13/2006



STATE OF COLORADO )  
 ) ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me  
this 20 day of MAY, 2003, by Leta Mayvis Brown  
for L.M. Brown & Co.

Witness my hand and official seal.

Dirk Bayminger  
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 28th day  
of May, 2003, by James P. Wason, Attorney-in-Fact  
of Kerr-McGee Rocky Mountain Corporation, a Delaware corporation,  
on behalf of the corporation.

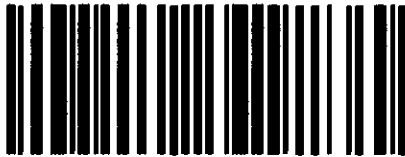
Witness my hand and official seal.



Cheryl Light  
Notary Public

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

My Commission Expires 03/24/2004

**Land > Lease > Lease****1232308**

Sender Name: Melissa Hencmann  
Date Created: 03/10/2010  
Barcode Expires: **04/09/2010**  
Department: Land Record  
Security: Non-Privileged  
BLACK AND WHITE DOCUMENT

Attribute	Value
Description	Easement, Right-of-Way and Surface Use Agreement - Recorded
Document Date	04/18/2003
Lease Document Type	Original Lease
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-S00008320
Group Code	LSE
Lessor Name	GLENN F. & MARY JO ANN JESSER
Prospect Name	WATTENBERG FIELD (KMG)/5-42100026
State County	COLORADO:WELD(123)

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