

EASEMENT, RIGHT-OF-WAY and SURFACE USE AGREEMENT

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of July 23, 2013, by and between Arnold Grenemyer, Jr. ("Surface Owner"), whose address is 9738 Weld County Road 4, Brighton, CO 80601, and Kerr-McGee Oil & Gas Onshore LP ("KMG"), with offices at 1099 18th St., Suite 1800, 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 34: Part of the N/2, All that part lying north of the Union Pacific Railroad right-of-way

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 agrees to the terms and provisions set forth as follows:

1. Compensation for Operations: Release of All Claims

KMG shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG of even date, as full consideration 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's drilling and completion operations on the Lands, and its continuing activities for the production and/or transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities 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 and customary uses of land related to said operations or activities.

2. Acknowledgement of Right of Way and Easement

Surface Owner acknowledges and understands that KMG, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands, and that KMG has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities and so long thereafter as oil or gas is produced or capable of being produced from any well drilled on the Lands, the location of which is described on Exhibit "A", which is attached hereto and incorporated herein.

KMG agrees to limit the use of Lands to the uses and areas described on Exhibit "A" ("Use Area"). The area used for surface activities for drilling operations shall not exceed 10 contiguous acres for each oil and gas operations area. Flowline easements shall be 40 feet wide for continued use and 25 feet on either side of the continued use area for maintenance and repair operations. Multiple flowlines running parallel and to adjacent locations shall be within the 40 foot wide area unless governmental regulations require additional spacing. Within 150 feet of the wellhead location multiple flowlines may be outside the 40 foot wide area. Electrical line easements shall include 15 feet on either side of the electrical line for continued use and 25 feet on either side of the electrical line for maintenance and repair operations. Gathering pipeline easements shall be 50 feet wide for continued use and 25 feet on either side of the continued use area for maintenance and repair operations. All access roads shall be no more than 30 feet wide which shall include any flowline or electrical line running parallel thereto. Tank battery locations, wellhead locations, flowlines, and gathering pipelines shall be as described on Exhibit "A". The parties agree that Exhibit "A" is not to scale and is an approximation; however, any material deviation from Exhibit "A" shall only occur upon the written agreement of the parties.

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.

3. Waivers

Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands so long as such use is consistent with this Agreement. Furthermore, Surface Owner will provide KMG or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

4. Binding Agreement

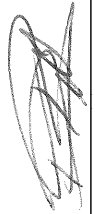
This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

The undersigned have executed this Agreement as of the day first above written.

Surface Owner

Kerr-McGee Oil & Gas Onshore LP

By: 
Arnold Grenemyer, Jr.

By: 
David Bell
Agent and Attorney-in-Fact *DM*

STATE OF ADAMS)
)ss
COUNTY OF COLORADO)

The foregoing instrument was acknowledged before me this 23rd day of July, 2013, by
Arnold Grenemyer, Jr.

Witness my hand and official seal.



Jody D. Nighswonger
Notary Public

My commission expires 5-10-17

STATE OF Colorado)
)ss
COUNTY OF Adams)

This instrument was acknowledged before me this 23rd day of July, 2013, by
David Bell, Agent and Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said
company.

Witness my hand and official seal.

Justin Shoulders
Notary Public

My commission expires May 4, 2016

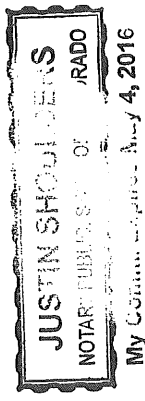
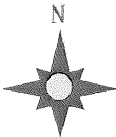


EXHIBIT A
To
Easement, Right-of-Way and Surface Use Agreement



This aerial photo and all notations and depictions thereon is provided as a courtesy and is intended to be used for general reference purposes only. Kerr-McGee/Anadarko expressly disclaims any and all representations or warranties regarding the accuracy or the completeness of the information appearing on this aerial photo and any reliance on it for any purpose whatsoever is at the sole risk of the party so relying.



- Access Road
- KMG Gathering Line
- Proposed Flowline
- Legal Drilling Window
- New Battery Location
- Proposed Wellhead


**KerrMcGee**

Exhibit A
N/2 Section 34-1N-67W
Weld County, CO

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