

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 5/30, ~~2012~~, by and between Elizabeth M. Shafer, David L. Badding, Mary J. Sisneros, John F. Badding and Frances I. Deaguero (collectively referred to herein as the "Surface Owner"), whose address is 7450 Weld County Road 35, Fort Lupton, CO 80621, and Kerr-McGee Oil & Gas Onshore LP ("KMG") with offices at 1099 18th Street, Suite 1800, Denver, CO 80202, covering certain lands (the "Lands") situated in Weld County, Colorado described as follows:

Township 2 North, Range 66 West, of the 6<sup>th</sup> P.M.  
Section 26: E/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

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 5/30/2013, 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.  
, provided KMG conducts its operations in the locations and areas as set forth on Exhibit A attached here to.

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.

3. Waiver

Surface Owner agrees not to object to the use of the surface so long as such use is consistent with this Agreement and 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 COGCC or any local jurisdiction.

4. Binding Agreement


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

By: Elizabeth M. Shafer  
Elizabeth M. Shafer

Kerr-McGee Oil & Gas Onshore LP

By:   
David H. Bell  
Agent & Attorney-in-Fact

David L. Badding  
David L. Badding

Mary J. Sisneros  
Mary J. Sisneros


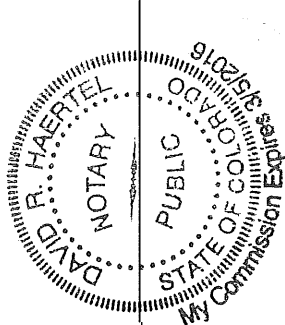
John F. Badding  
John F. Badding

Frances I. Deaguero  
Frances I. Deaguero

STATE OF COLORADO                    )  
  )ss  
COUNTY OF WELD                    )

The foregoing instrument was acknowledged before me this 30 day of May, 2013,  
by Elizabeth M. Shafer.

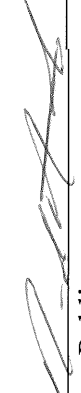
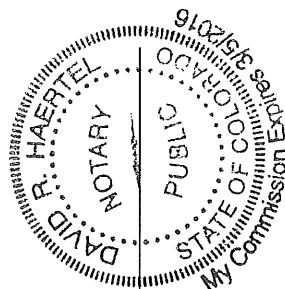
Witness my hand and official seal.

  
Notary Public  
  
My commission expires 3/5/2016

STATE OF COLORADO                    )  
  )ss  
COUNTY OF WELD                    )

The foregoing instrument was acknowledged before me this 30 day of May, 2013,  
by David L. Badding.


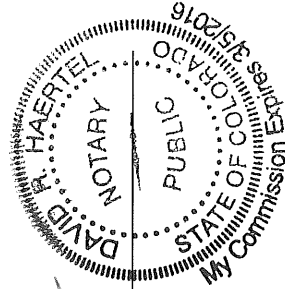
Witness my hand and official seal.

  
Notary Public  
  
My commission expires 3/5/2016

STATE OF COLORADO                    )  
  )ss  
COUNTY OF WELD                    )

The foregoing instrument was acknowledged before me this 29 day of May, 2013  
by Mary J. Sisneros.

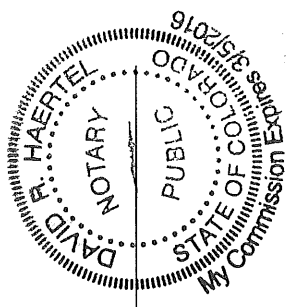
Witness my hand and official seal.

  
Notary Public  
  
My commission expires 3/5/2016

STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 29 day of May, 2013  
by John F. Badding.

Witness my hand and official seal.



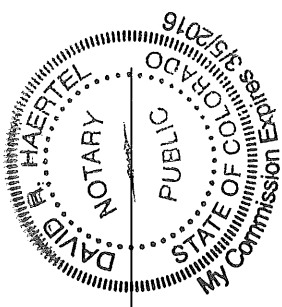
[Signature]  
Notary Public

My commission expires 3/5/2016

STATE OF COLORADO )  
 )ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 30 day of May, 2013  
by Frances I. Deaguero.

Witness my hand and official seal.



[Signature]  
Notary Public

My commission expires 3/5/2016

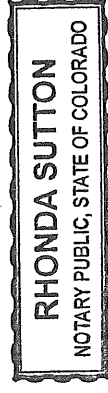
STATE OF Colorado )  
 )ss  
COUNTY OF Adams )

This instrument was acknowledged before me this 17 day of June, 2013 by David  
H. Bell, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said  
company.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires May 4, 2016

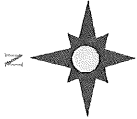


My Comm. Expires May 4, 2016




Exhibit A

This aerial photo and all notations and depictions hereon is provided as a courtesy and is intended to be used for general reference purposes only. Kerr-McGee Jordan Co 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.



- Future pipeline
- easement
- Access Road
- KMG Gathering Line
- Duke Pipeline
- RGSI Pipeline
- Proposed Flowline
- Legal Drilling Window
- Exist Battery Location
- New Battery Location
- Proposed Wellhead
- Bottomhole Location
- Potential Drill Sites

		
Aerial Photo		
Sec. 26 & 35-2N-66W		
Weld County, CO		
Author: <b>Teddy Ruampant</b>	Edited By: Dave Haerfel	Last Edited: 4/25/2013