

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of 9/12, 2013, by and between David W. Lansdown, personal representative of the estate of William D. Lansdown, ("Surface Owner"), whose address is 5113 S. Laredo Way, Centennial, CO 80015 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 for those "Wells" specifically listed below:

Township 2 North, Range 66 West, of the 6th P.M.

Section 21: S/2SW/4: Lot "B" of Recorded Exemption RE-2029

Horizontal Wells (the "Wells"): LANSDOWN STATE 4C-21HZ

LANSDOWN STATE 29-21HZ LANSDOWN STATE 3C-21HZ

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 reasonable and customary detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMG drilling and completion operations on the Lands related to the Wells, 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 related to the Wells, 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 related to the Wells; provided, however, KMG agrees that it will not construct pipelines in a manner that interferes with existing improvements on the Lands at the time the pipelines are proposed to be constructed. Except as to the Wells, this Agreement does not affect or in any way limit the rights of KMG pursuant to any oil and gas lease that covers all or any portion of 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. Waivers

Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands related to the Wells 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. Surface Locations

Locations for ingress and egress to the well(s), the well site area, tank battery/treater locations and tanker truck service areas shall be the locations depicted on the attached Exhibit "A". This Agreement does not in any way limit the rights of KMG to drill additional wells with associated facilities, access and pipeline easements on the Lands or to exercise all rights consistent with its mineral ownership or lessee rights. Exhibit "A" shall be amended as necessary to identify such future locations.

Surface Owner acknowledges that one or more well names may change and specifically agrees that such a name change(s) will not render this Agreement null and void as to such well(s), nor shall KMG be required to amend or modify this Agreement so long as the surface location of the well(s) remains the same.

5. 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 OWNERS

Kerr-McGee Oil & Gas Onshore LP,

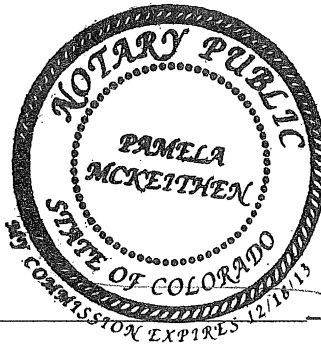
By: David W. Lansdown
David W. Lansdown,
personal representative of the estate of
William D. Lansdown

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

STATE OF Colorado
COUNTY OF Apache)ss

The foregoing instrument was acknowledged before me this 12 day of Sept., 2013,
by David Lansdown, personal representative of the estate of William D. Lansdown.

Witness my hand and official seal.



[Signature]

Notary Public

My commission expires

12/18/2013

STATE OF Colorado)
COUNTY OF Adams)ss

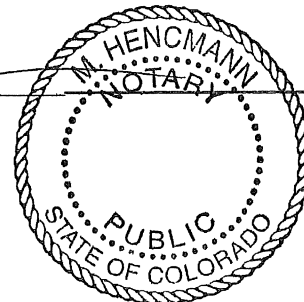
This instrument was acknowledged before me this 19th day of Sept, 2013, by David Bell, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires

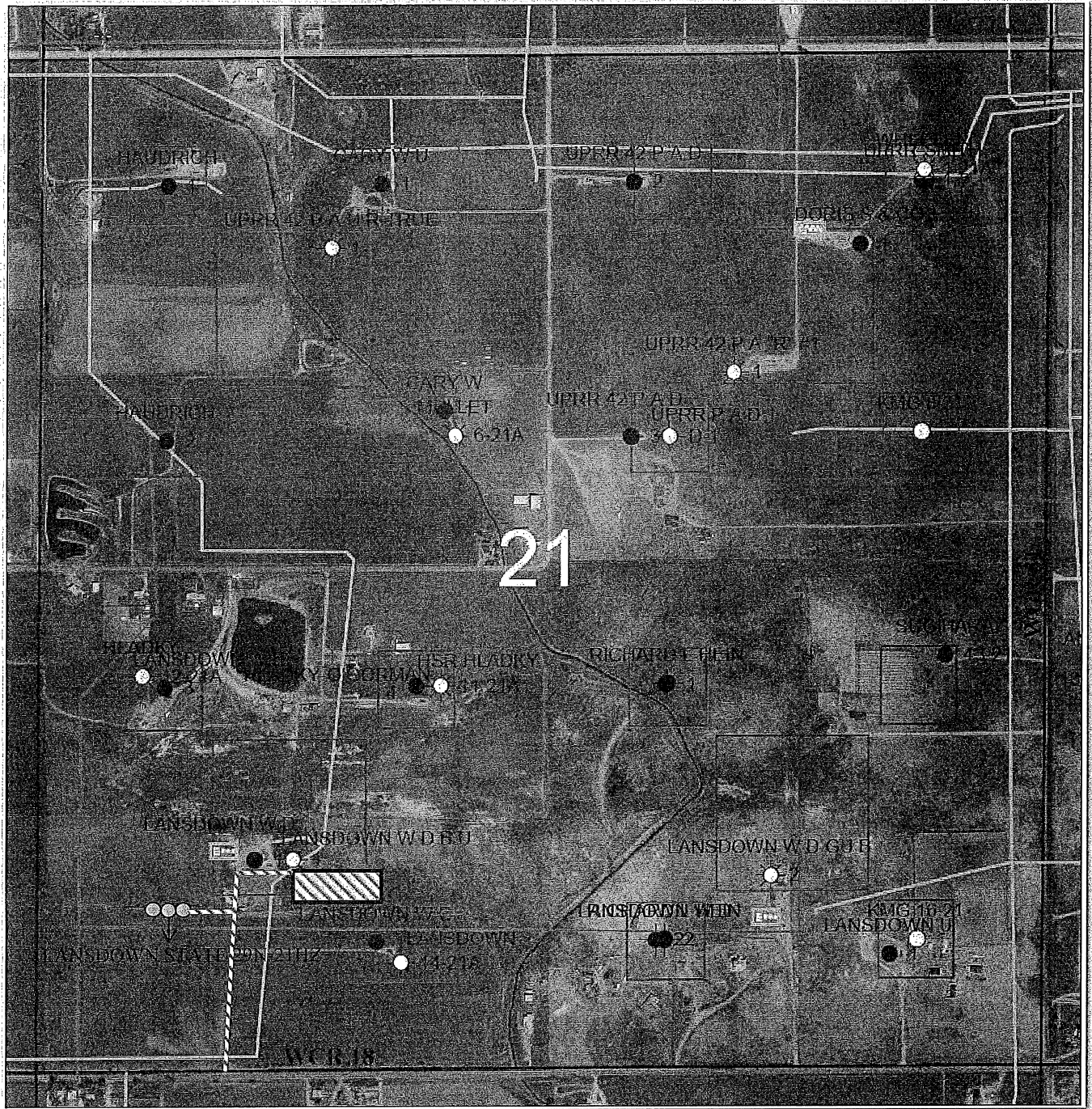
9/27/2015



My Commission Expires 9-27-2015

EXHIBIT "A"
to the Easement, Right-of-Way and Surface Damages Agreement

LANSDOWN STATE 29N-21HZ



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- Electrical Line
 Temporary Access Road
 KMG Gathering Line
 Duke Pipeline
 RGS Pipeline
 Proposed Flowline
 Legal Drilling Window
 Exist Battery Location
 New Battery Location
 Proposed Wellhead



Aerial Photo
Sec. 21-2N-66W
Weld County, CO

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