



3704379 07/09/2010 11:24A Weld County, CO
1 of 2 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of June 9, 2010 by and between NRC CO 1 LLC ("Surface Owner"), whose address is 755 E. Mulberry Avenue, 6th Floor, San Antonio, Texas 78212 and Kerr-McGee Oil & Gas Onshore LP ("KMG") with offices at 1099 18th St., #1800, Denver, CO 80202, covering certain lands, (the "Lands") situated in Weld County, Colorado described as follows:

Township 1 North, Range 67 West
Section 8: ALL

Township 1 North, Range 67 West
Section 9: ALL

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. Tenant Compensation, Waiver of Damages; Release of All Claims

Within three (3) months after the completion of any operation causing damage or destruction to crops on the Lands, KMG shall compensate Surface Owner's tenant farmer(s) who is then engaged in growing crops on the Lands for an amount equal to 120% of the market value of the tenant farmer's proportionate share of all crop damage or loss resulting from such KMG operation (i.e. KMG shall not be obligated to compensate Surface Owner for its proportionate share of crop losses). Otherwise, Surface Owner hereby agrees to waive all normal, customary and reasonable damages associated with the drilling and completion of new oil & gas wells on the Lands. This waiver shall apply to any and all normal, customary and reasonable 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.

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, provided however, no easement or right-of-way is granted across any irrigation circle or which would interfere with any existing improvements. All facilities constructed on the Lands shall be for the benefit of the Lands. KMG shall use its commercially reasonable best efforts to minimize use of the Lands for such activities and shall combine or co-locate facilities wherever reasonably practical. Upon Surface Owner's request, KMG shall provide Surface Owner with as-built surveys of all KMG roads, pipelines, surface equipment and other facilities located on the Lands. Surface Owner shall have the right to relocate any such easements or facilities, at Surface Owner's sole risk and expense, so long as such relocation does not unreasonably interfere with KMG operations upon the Lands.

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

* SIGNATURES APPEAR ON NEXT PAGE *



AFTER RECORDING RETURN
TO: MELISSA HENCMANN
KERR-MCGEE OIL & GAS ONSHORE LP
1099 18TH STREET, SUITE 1800
DENVER, CO 80202



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

NRC CO 1 LLC
A Colorado limited liability company

Kerr-McGee Oil & Gas Onshore LP

By: NRC Group, LLC
A Texas limited liability company
Its sole member

By: Jane Ann Byroad
Agent & Attorney-in-Fact

By: David A. Schlagel
President

STATE OF TEXAS)

) ss

COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this 10 day of June, by David A. Schlagel, President of NRC Group, LLC, a Texas limited liability company, the sole member of NRC CO 1 LLC.

Witness my hand and official seal.

Mary Ann Colonna
Notary Public

My commission expires 3-13-2013



STATE OF Texas)

) ss

COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 21 day of June, 2010, by Jane Ann Byroad, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

Jeanine Palmer
Notary Public

My commission expires 11/6/12

