

SURFACE USE AGREEMENT AND EASEMENT AND RIGHT-OF-WAY

This Surface Use Agreement and Easement and Right-of-Way ("Agreement") is effective as of April 25, 2013, by and between SEKICH PROPERTIES, LLC, herein referred to as "Surface Owner," with an address of 4315 Highway 66, Longmont, Colorado 80504 and KERR-McGEE OIL & GAS ONSHORE LP ("KMG") with offices at 1099 18th Street, Denver, Colorado 80202 covering certain lands situated in Weld County, Colorado (the "Lands"), described as follows:

Township 3 North, Range 67 West of the 6th P.M.
Section 18: W/2SW/4

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 sums set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and KMG dated on the same date as this Agreement, 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's drilling or completion operations within the Oil and Gas Operations Areas depicted on Exhibit A on the Lands and hereinafter referred to as such, and KMG's continuing activities for the production or transportation of oil, gas, or other hydrocarbons or products associated with the foregoing on the Lands and within the Oil and Gas Operations Areas and the Tank Battery area depicted on the Exhibit, including, but not limited to surface use, access, mud and reserve pits, wells and wellhead equipment, separators, tank batteries, water lines, oil lines, electric lines, 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 unto KMG an easement and right-of-way for the purposes of constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines for each well drilled within an Oil and Gas Operations Area, and unto KMG, or to its affiliate Kerr-McGee Gathering LLC ("KMGG") as requested by KMG, pipelines and pipeline interconnections, such grant herein limited to the locations depicted on Exhibit A. The right-of way grant for pipelines shall be in the form attached as Exhibit B and shall be provided by Surface Owner in exchange for the compensation described in the separate letter agreement between Surface Owner and KMGG dated the same date as this Agreement. No easement or right-of-way shall be granted across any irrigation circle or on top of any improvement that has been constructed on the Lands by Surface Owner as of the date of this Agreement.

3. Additional Provisions

A. Prior to the commencement of operations on a well or wells, KMG will consult with Surface Owner concerning the locations of access roads, pipeline easements and production

facilities and tanker truck service areas, which the parties agree shall generally be at the locations depicted on Exhibit A. Surface Owner acknowledges that there are currently no improvements located on the pipeline easements depicted on the Exhibit and that the pipeline easements depicted are not across an irrigation circle currently in use on the Lands.

B. For each well or group of wells that are drilled within an Oil and Gas Operation Area, KMG shall reclaim and restore the Lands in accordance with the rules and regulations of the Colorado Oil and Gas Conservation Commission (“COGCC”) that provide for interim reclamation as soon as practicable after the completion by KMG of drilling and completion activities.

C. Each of the two Oil and Gas Operations Areas depicted on Exhibit A, includes a Permanent Operations Area and a Temporary Operations Area as shown on the Exhibit, to be used for purposes described as follows:

i) The Permanent Operations Area shall be the location for wells and production facilities, flowlines and portions of pipelines and pipeline easements.

ii) The Temporary Operations Area may be used for operations that include the preparation, drilling and completion of wells to be drilled at locations within a Permanent Operations Area and for the temporary location of production facilities and equipment, but only to be used for such purposes for the period of time up to and until the later date of either: a) March 31, 2018; or b) the commencement of construction of a building within 350 feet from any boundary of the Temporary Operations Area, such later date being hereinafter referred to as the “Temporary Use Deadline.” Except for portions of pipeline easements and flowlines, KMG may not locate wells or permanent production facilities within the Temporary Operations Areas, but may use the Temporary Operations Areas only for temporary uses relating to the drilling and completion of the wells and the temporary location of production facilities. If commencement of construction of a building is the trigger date for the Temporary Use Deadline, Surface Owner shall give KMG ninety (90) days advance written notice that Surface Owner will commence the construction of a building, and KMG will relocate any production facilities that are located within the particular Temporary Operations Area within (60) days from the date of the notice.

iii) With respect to the Permanent Operations Areas, both prior to and after the Temporary Use Deadline, and the Tank Battery area, Surface Owner shall not plat any surface property lines or install or construct fences, roadways, trees, bushes or any other permanent or temporary improvements within the Permanent Operations Areas, the Tank Battery area or upon the pipeline easements provided for herein, and no temporary or permanent building or other structure or improvement shall be located by Surface Owner within the Permanent Operations Areas, Tank Battery area or the pipeline easement areas. The Permanent Operations Areas, Tank Battery area and pipeline easement areas shall be for the exclusive use of oil and gas operations and production.

iv) Prior to the Temporary Use Deadline, Surface Owner may use the Temporary Operations Areas for grazing and ranching purposes and, with the consent of KMG not to be unreasonably withheld, for landscaping and the installation of irrigation systems; provided, however, KMG shall in no event be liable for damages to such landscaping and irrigation systems caused by its non-negligent oil and gas operations.

D. In addition to the Permanent Operations Areas, KMG may locate, build, repair and maintain permanent and temporary oil and gas production equipment and facilities, including tanks, separators, dehydrators, compressors and other associated equipment and facilities and portions of flowlines and pipeline easements within the area depicted as the Tank Battery area on Exhibit A.

E. KMG may drill one or more wells with attendant facilities within the Permanent Operations Areas and deepen, recomplete or twin any well that has been drilled, including directional and horizontal wells that produce from and drain the Lands and lands other than the Lands.

F. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rules 603 and 604, or any successor rule or amendment to the COGCC setback rules (including the high density setback distances and all Exception Zone setbacks), and to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of KMG, or its successors and/or assigns, to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that KMG may cite the waiver in this paragraph F in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

G. KMG does not waive the rights it has pursuant to its oil and gas leasehold interests to explore for, drill, and produce oil and gas from the Lands, including from locations other than the Oil and Gas Operations Areas, or for ingress and egress on the Lands, except as specifically provided in this Agreement.

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

I. Exhibits A and B are incorporated into this Agreement by this reference.

J. KMG shall protect, defend, indemnify, and hold harmless Surface Owner from environmental claims relating to the Lands that arise out of KMG's oil and gas leasehold ownership of the Lands or its oil and gas operations on the Lands. Surface Owner shall protect, defend, indemnify and hold harmless KMG from any and all environmental claims relating to the Lands that arise out of Surface Owner's ownership or development of the Lands.

K. KMG shall record this Agreement in the Office of the Weld County Clerk and Recorder and provide Surface Owner with a copy of the recorded Agreement as soon as practicable thereafter.

L. This Agreement may be executed in counterparts, each of which shall be deemed as original.

The undersigned have executed this Agreement as of the dates set forth in the acknowledgments, to be effective on the date first above written.

Surface Owner:

SEKICH PROPERTIES, LLC

By: Nick Sekich, Jr.
Nick Sekich, Jr., Manager/Owner

**KERR-McGEE OIL & GAS
ONSHORE LP**

By: David H. Bell
David H. Bell, Attorney-in-Fact

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ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY AND Adams)ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 29 day of July, 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.

Rhonda Sutton
Notary Public

My commission expires May 4, 2016



STATE OF COLORADO)
COUNTY OF weld)



The foregoing instrument was acknowledged before me this 3 day of June, 2013, by Nick Sekich, Jr., for Sekich Properties, LLC, Manager and Owner.

Witness my hand and official seal.

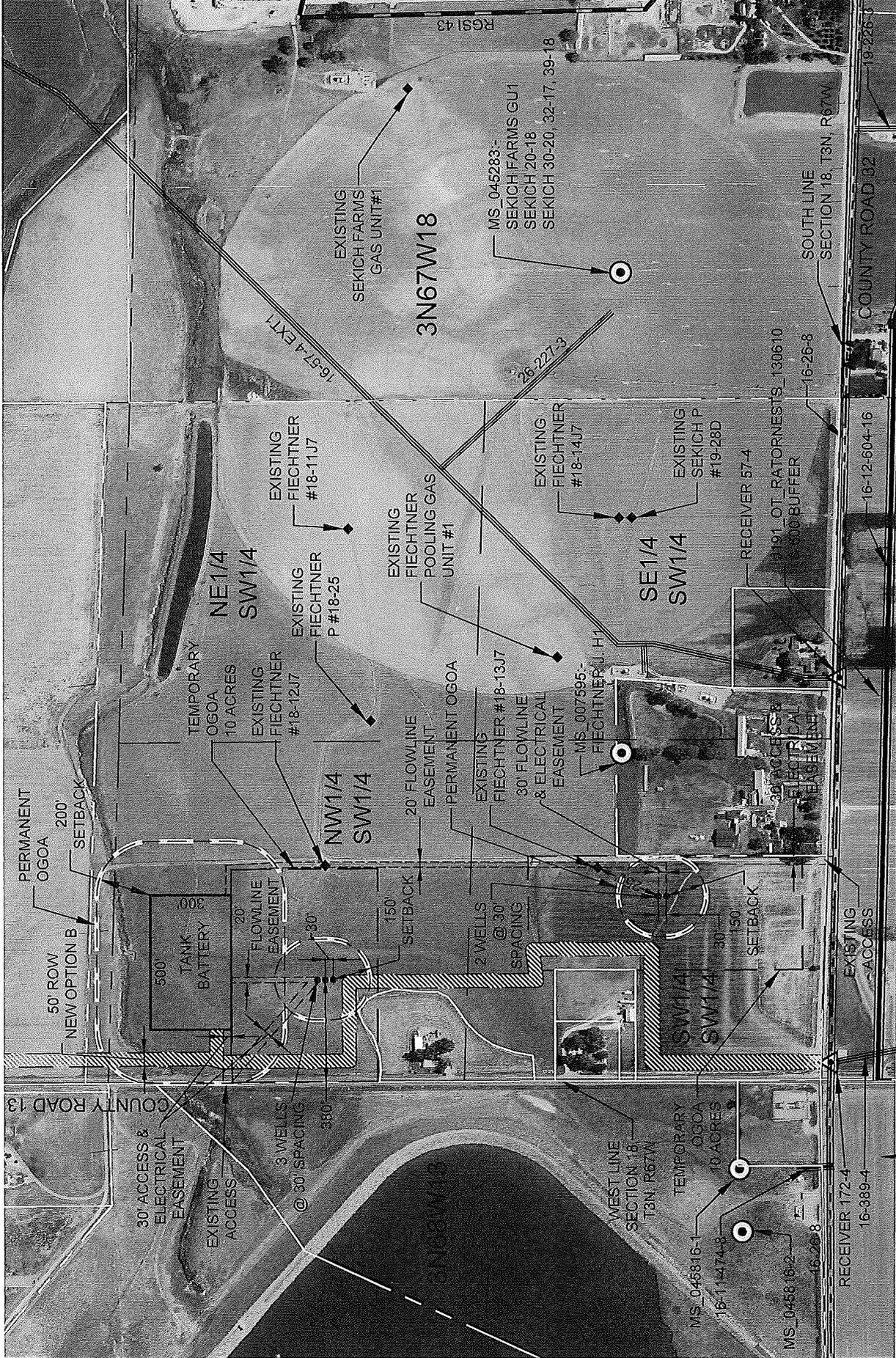
Carrie A. Smith
Notary Public

My commission expires 10-19-15

Exhibit A
to
Surface Use Agreement and Easement and Right-of-Way
effective April 25, 2013 by and between Kerr-McGee Oil & Gas Onshore LP and
Sekich Properties, LLC

See attached map of Oil and Gas Operations Areas consisting of one page.

EXHIBIT A



| | | | |
|--|---------------------------|---|--|
| PREPARED BY: PFS Petroleum Field Services, LLC 1801 W. 13th Ave. Denver, CO 80204 | FIELD DATE: NA | WELL NAME: SEKICH OPS DESIGN EXHIBIT A | |
| | DRAWING DATE: 07-11-13 | SURFACE LOCATION: SW 1/4, SEC. 18, T3N 67W, 6TH P.M. WELD COUNTY, COLORADO | |
| BY: JAH | CHECKED BY: TJN | | |



Exhibit B
to
Surface Use Agreement and Easement and Right-of-Way
effective April 25, 2013 by and between Kerr-McGee Oil & Gas Onshore LP and
Sekich Properties, LLC

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this 30th day of July, 2013, from SEKICH PROPERTIES, LLC, with an address of 4315 Highway 66, Longmont, Colorado 80504 ("Grantor") to KERR-MCGEE GATHERING LLC, a Colorado limited liability company, with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMGG"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto KMGG, its successors and assigns, a perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove and release, at KMGG's election, one or more pipelines, electric power lines, data transmission lines and equipment, and all appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as follows:

TOWNSHIP 3 NORTH, RANGE 67 WEST, 6TH PM
Section 18: W/2SW/4

The route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") are more particularly described on Exhibit A attached hereto and made a part hereof. The width of the Right-of-Way Lands is seventy-five feet (75') during construction, and subsequent to construction the width of the Right-of-Way Lands is fifty feet (50'). If there is a deviation in the Right-of-Way Lands as constructed, then Grantor agrees that, upon request from KMGG, the parties will execute a Notice of Pipeline Location, along with an as-built survey plat, to amend the description of the Right-of-Way Lands.

From time to time after the initial construction of the pipeline(s), KMGG may require the use of the construction work space depicted on said Exhibit A to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the pipeline(s) together with appurtenances. KMGG may use the construction work space from time to time in connection with the rights granted hereby; provided, it gives Grantor reasonable notice of such use; and provided further, that it restores the same as described below when not in use.

Grantor represents and warrants to KMGG that Grantor is the sole owner in fee simple of the Right-of-Way Lands, subject to the burden of the Right-of-Way, and that Grantor has full right, power and authority to enter into this Grant.

Any pipelines and/or appurtenances to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 36 inches below the surface of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without KMGG's prior written permission. KMGG shall repair and/or restore any fence(s) on or adjacent to the Right-of-Way Lands that are removed or severed by KMGG in the course of the operations provided for in this Grant to the condition such fence was in prior to its removal or severance by KMGG. If necessary to prevent the escape of Grantor's livestock, KMGG shall construct temporary gates or fences in those areas affected by KMGG's operations as provided for in this Grant.

To the extent reasonably practicable and within a reasonable period of time after completion of construction, KMGG shall level and restore any lands affected by KMGG's operations that have excessive settling and sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of KMGG's pipeline(s).

Grantor agrees that Grantor will not build, create, or construct, or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of KMGG.

KMGG shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the rights of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes necessary or incidental to exercising KMGG's rights hereunder. Grantor agrees that, at KMGG's option, KMGG may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lands burdened by the Right-of-Way easement. If KMGG exercises such option, KMGG shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties, shut-in royalties, or any other amounts otherwise payable to Grantor from KMGG.

KMGG shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from KMGG's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands contrary to the terms contained herein, and Grantor shall pay for, reimburse, indemnify and hold KMGG harmless from any and all claims or damages resulting from Grantor's activities on the Right-of-Way Lands. Grantor shall have the right to use and enjoy the Right-of-Way Lands, subject to the rights herein granted.

This Grant cannot be modified, except by an instrument in writing signed by Grantor and by an authorized representative of KMGG.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and of KMGG.

