

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of February 5, 2014, by and between Gerald D. Dolph ("Surface Owner"), whose address is 11505 WCR 37, Ft. Lupton, CO 80621, 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 2 North, Range 66 West of the 6th P.M.
Section 1: W/2 and SE/4 (covering the DOLPH 1N-1HZ, DOLPH 1C-1HZ, DOLPH 2N-1HZ, DOLPH
15C-1HZ, DOLPH 3N-1HZ, DOLPH 4C-1HZ, and DOLPH 4N-1HZ wells)

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 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; 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.

Surface Owner further grants KMG the right to drill oil and gas wells on the Lands that may be horizontal, vertical or directional that produce and drain oil and gas from lands other than the lands covered by the oil and gas lease(s) that include all or a portion of the Lands and to locate, construct, use, and maintain surface equipment, including but not limited to flowlines, compressors, wellheads, and all associated production equipment and facilities, related to transportation of oil and natural gas from lands other than lands covered by leases pooled with 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. Access

KMG agrees to relocate its access onto the Lands off of Weld County Road 37 as far south as reasonably possible without being encumbered by any existing easements or right-of-ways provided the new access road will be of sufficient width and capable of being constructed in compliance with oil and gas industry standards for weight restrictions. KMG, its affiliates and assigns will be entitled to exclusive use of the new access road during KMG's active operations on the Lands, including but not limited to drilling, completion, production, workovers, well deepening recompletions, fracturing, re-fracturing and related operations on the Lands. KMG agrees to install a gate at the access point off of Weld County Road 37 and will make reasonable efforts to ensure that said gate is closed and locked when active operations are not occurring on the Lands but will not be liable for the negligence of a third party's failure to adhere to this stipulation.

Surface Owner requests that the existing road remain in place and hereby waives any and all otherwise applicable reclamation and surface elevation and/or contouring requirements, including but not limited to statutory, regulatory, or contractual requirements that may apply to existing road.

Surface Owner releases, acquits, and discharges KMG, and all its affiliates, agents, employees, and contractors from any and all claims, demands, actions, and causes of actions, for any and all injuries and damages, if any, of whatever nature or kind to or as a consequence of the Access Roads occurring after the Effective Date of this Agreement.

4. Tank Battery Consolidation

KMG agrees to make all reasonable efforts to consolidate the two (2) existing tank batteries located on the south-half of the Lands into a single tank battery at the time the DOLPH 1N-1HZ, DOLPH 1C-1HZ, DOLPH 2N-

1HZ, DOLPH 3N-1HZ, DOLPH 4C-1HZ, and DOLPH 4N-1HZ wells are drilled. KMG reserves, and does not waive, its rights to drill additional wells and locate additional tank batteries and related production equipment on the Lands in the future.

5. Reclamation and Reseeding

KMG agrees to adhere to all Colorado Oil and Gas Conservation Commission regulations regarding reclamation and reseeding, unless such regulations are not in accordance with local jurisdictional requirements.

6. 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.

7. 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: 
Gerald D. Dolph

By: 
David Bell
Agent & Attorney-in-Fact

STATE OF Colorado)
)ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 5 day of February, 2014,
by Gerald D. Dolph.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires Nov 12, 2017

GRANT MICHAEL GERRARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134064647
COMMISSION EXPIRES NOV. 12, 2017

STATE OF Colorado)
)ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 5 day of February, 2014,
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 May 4, 2016

RHONDA SUTTON
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires May 4, 2016