

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of 4/23/2012, by and between Morwai Dairy LLC, ("Surface Owner"), whose address is P.O. Box 205, Fort Lupton, CO 80621, 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 3 North, Range 65 West of the 6th P.M.
Section 28: NE/4, containing approximately 159.090 acres

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 4/23/2012, 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. Surface Owner recognizes and agrees that one or more of the oil and gas wells drilled on the Lands may be vertical, horizontal or directional wells that produce and drain oil and gas from the Lands, as well as oil and gas from lands other than the lands covered by the oil and gas lease(s) that includes all or a portion of the Lands or leases that are pooled with the leases for the Lands.

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.

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

Morwai Dairy LLC

By: 

Title: Manager

Kerr-McGee Oil & Gas Onshore LP

By:  JS

David Bell

Agent & Attorney-in-Fact

ACKNOWLEDGEMENT

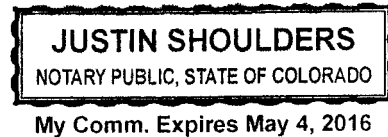
STATE OF COLORADO)
CITY AND)ss
COUNTY OF DENVER)

This instrument was acknowledged before me this 14th day of May, 2012, 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.

Justin Shoulders
Notary Public

My commission expires May 4, 2016



STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 23rd day of April, 2012, by John Moser as Manager of Mucwai Dairy LLC.

Witness my hand and official seal.

Elaine Winick
Notary Public

My commission expires 5/5/2013

