

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of July 11<sup>th</sup>, 2014, by and between John R. Moser, ("Surface Owner"), whose address is 6600 West 20<sup>TH</sup> Street, Unit 11, Greeley, CO 80634, 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 6<sup>th</sup> P.M.

Section 21: All, excepting therefrom a parcel of land conveyed to County of Weld, State of Colorado, by Deed recorded June 23, 1997 in Book 1612 as Reception No. 2554313, more specifically described in that Warranty Deed dated March 22<sup>nd</sup>, 2002, and recorded on March 25<sup>th</sup> 2002, at Reception Number 2936060 in the records of the Clerk & Recorder, Weld County, Colorado, and specifically including Lots A & B of Recorded Exemption No. 1213-21-04 RE-4303 recorded on June 5<sup>th</sup>, 2007 at Reception Number 3481159

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 July 11<sup>th</sup>, 2014, 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.

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.

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.

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

By: John R. Moser

John R. Moser

Kerr-McGee Oil & Gas Onshore LP

By: Ronald H. Olsen

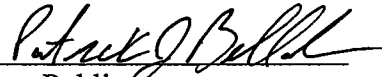
Ronald H. Olsen  
Agent & Attorney-in-Fact

**ACKNOWLEDGEMENT**

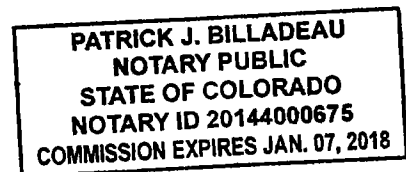
STATE OF COLORADO     )  
CITY AND                     )ss  
COUNTY OF DENVER     )

This instrument was acknowledged before me this 14<sup>th</sup> day of July, 2014, by Ronald H. Olsen, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

  
Notary Public

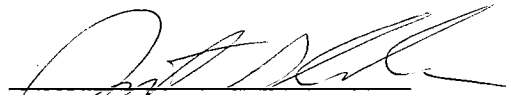
My commission expires 1-7-2018



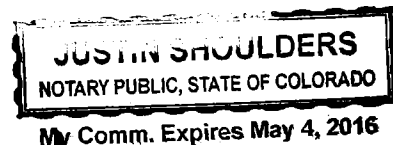
STATE OF COLORADO     )  
                                      )ss  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2014, by John R. Moser.

Witness my hand and official seal.

  
Notary Public

My commission expires May 4, 2016



**WELD COUNTY Colorado**  
 Property Information Portal

Search

Features Selected: 1

Clear

R7371098

OWNER: MOSER JOHN R

PROPERTY ADDRESS:

PARCEL: 121321000005

within

500

ft

☒ Display Popups

[Zoom Map to Results](#)
[Help](#)

Layers

Image 2009-10

Image 2011-12

Streets

Simple

Topo

Flood

Identity

Features Selected: 1

Clear

WELD COUNTY

PROPERTY ADDRESS:

ACCOUNT: R7370998

PARCEL: 121321100004

within

500

ft

☒ Display Popups

[Zoom Map to Results](#)
[Help](#)

**Property Profile for Account #R7370998**  
November 19, 2014

Document History Information

Reception	Rec Date	Type	Grantor	Grantee	Sale Date	Sale Price
2554313	06/23/1997	QCN	FRANK WILLIAM K & MARJORIE A	WELD COUNTY	06/03/1997	0