

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of December 31, 2014, by and between Anadarko E & P Company LP ("AEP"), whose address is 1099 18th St., Suite 1800, Denver, CO 80202 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 3 North, Range 67 West, of the 6th P.M.
Section 15: PT NW4 15-3-67 LOT C REC EXEMPT RE-3621 EXC UPRR RESS (4.01R)
PARCEL 120915200036

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

By signing this agreement the Surface Owner acknowledges 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 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.

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.

Anadarko E&P Company LP

Kerr-McGee Oil & Gas Onshore LP,

By: 
Mike Nixson
Agent & Attorney-in-Fact

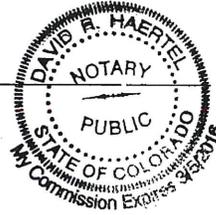
By: 
Ronald H. Olsen
Agent & Attorney-in-Fact

STATE OF COLORADO)
)ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6 day of Jan, 2015, by Mike Nixon, Agent & Attorney-in-Fact of Anadarko E&P Company LP, on behalf of said company.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires 3/5/2016

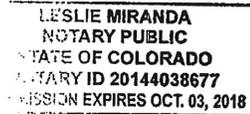
STATE OF COLORADO)
)ss
COUNTY OF Denver)

This instrument was acknowledged before me this 23th day of December, 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.

[Signature]
Notary Public

My commission expires Oct. 3, 2018



PARCEL MAP per Weld County Property Information Portal



Property Profile for Account #R2724104

January 7, 2015

Account Information

Account	Parcel	Space	Account Type	Tax Year	Tax Area	Buildings	Actual Value	Assessed Value
R2724104	120915200036		Agricultural	2015	3052	0	0	0

Legal
PT NW4 15-3-67 LOT C REC EXEMPT RE-3621 EXC UPRR RES (4.01R)

Subdivision	Block	Lot	Land Economic Area
			4213 4 NW

Property Address	Property City	Zip	Section	Township	Range
			15	03	67

Owner Information

Owner(s)	Address Line 1	Address Line 2	City	ST	Zip
ANADARKO E & P COMPANY LP	1099 18TH ST STE 1800		DENVER	CO	802021918