

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of September 1, 2014, by and between William Walter Fehr, Jr. and Lawrence Nelson Fehr ("Surface Owner"), whose address is 1861 14th Street, Fort Lupton, CO 80621 and Kerr-McGee Oil & Gas Onshore LP ("KMG"), with offices at 1099 18th Street, Suite 1800, Denver, Colorado 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 32: E/2 of the NE/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 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.

3. Grant of Additional Rights

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.

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.

4. 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.

4. 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: William Walter Fehr, Jr.
Name: William Walter Fehr, Jr.

By: Ron H. Olsen
Name: Ron H. Olsen
Agent & Attorney-in-Fact

Surface Owner

By: Lawrence Nelson Fehr
Name: Lawrence Nelson Fehr



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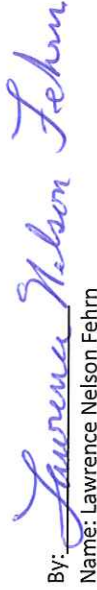
Surface Owner

Kerr-McGee Oil & Gas Onshore LP

By: 
Name: William Walter Fehrn, Jr.

By: 
Name: Ron H. Olsen
Agent & Attorney-in-Fact

Surface Owner

By: 
Name: Lawrence Nelson Fehrn

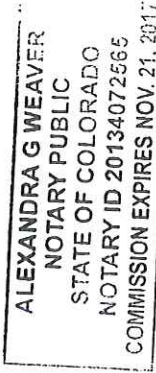
ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Denver) ss
The foregoing instrument was acknowledged before me this 1 day of September 2014,
by William Walter Fehren, Jr.

Witness my hand and official seal.

Alexandra G Weaver
Notary Public

My commission expires 11/21/17



STATE OF Colorado)
COUNTY OF Denver) ss

The foregoing instrument was acknowledged before me this 1 day of September 2014,
by Lauranne Nelson Fehren

Witness my hand and official seal.

Alexandra G Weaver
Notary Public

My commission expires 11/21/17

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)
This instrument was acknowledged before me this 2 day of SEPT 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.

K Dunlap
Notary Public

My commission expires 05.13.2018

