

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of October 3, 2014, by and between Robert John Powers, Shawn Scott Powers, Shelly Gay Luman, Stacey Kaye Perlet and Jesse Arlin Powers (collectively known as "Surface Owner"), whose address is 1985 Oak Hill Drive, Colorado Springs, Colorado 80919, and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18<sup>th</sup> St., Suite 1800, Denver, CO 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows:

Township 2 North, Range 65 West of the 6<sup>th</sup> P.M.

Section 22 & 27: more specifically described in a Quit Claim Deed as All interest in all of Sections Twenty-two (22) and Twenty-seven (27), Township Two (2) North, Range Sixty-five (65) West of the 6<sup>th</sup> P.M., together with all water, water and ditch rights thereunto appertaining and together with all improvements thereon, County of Weld, State of Colorado, except and subject to easements, rights of way, agreements and restrictions of record, and excepting that property in Section Twenty-two (22) conveyed to the Public Service Company of Colorado by Deed dated January 14, 1975; also known as parcel number 130722000017 and parcel number 130727000010 respectively.

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 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. 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.

6. Counterpart Signatures

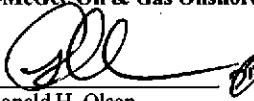
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

The undersigned have executed this Agreement as of the day first above written.

**Surface Owner**

**Kerr-McGee Oil & Gas Onshore LP**

By: \_\_\_\_\_  
Robert John Powers

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

By: \_\_\_\_\_  
Shawn Scott Powers

By: \_\_\_\_\_  
Shelly Gay Powers

By: \_\_\_\_\_  
Stacey Kaye Powers

By: \_\_\_\_\_  
Jesse Arlin Powers

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Robert John Powers.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Shawn Scott Powers.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Shelly Gay Luman.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Stacey Kaye Perlet.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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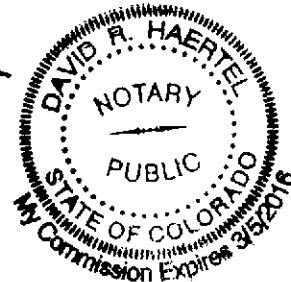
STATE OF COLORADO )  
 )ss  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 6 day of October, 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 3/5/2016



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STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Shelly Gay Luman.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Stacey Kaye Perlet.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

The undersigned have executed this Agreement as of the day first above written.

Surface Owner

Kerr-McGee Oil & Gas Onshore LP

By:

Robert John Powers

By:

Ronald H. Olsen  
Agent & Attorney-in-Fact

By:

Shawn Scott Powers

By:

Shelly Gay Powers

By:

Stacey Kaye Powers

By:

Jesse Arlin Powers

STATE OF Colorado  
COUNTY OF El Paso

ss Robert John Powers

The foregoing instrument was acknowledged before me this 4 day of October, 2014,  
by Robert John Powers.

Witness my hand and official seal.

28  
Notary Public

My commission expires 4/30/2014

MEGHAN LEJIA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20044015108  
MY COMMISSION EXPIRES APRIL 30, 2015

STATE OF Colorado  
COUNTY OF El Paso

ss Jesse Arlin Powers

The foregoing instrument was acknowledged before me this 4 day of October, 2014,  
by ~~Shawn Scott Powers~~  
Jesse Arlin Powers.

Witness my hand and official seal.

28  
Notary Public

My commission expires 4/30/2014

MEGHAN LEJIA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20044015108  
MY COMMISSION EXPIRES APRIL 30, 2015

The undersigned have executed this Agreement as of the day first above written.

Surface Owner

Kerr-McGee Oil & Gas Onshore LP

By: Robert John Powers

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

Shawn Scott Powers  
Shawn Scott Powers

By: Shelly Gay Powers

By: Stacey Kaye Powers

By: Jesse Arlin Powers

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Robert John Powers

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF Colorado )  
COUNTY OF BURNETT ) ss

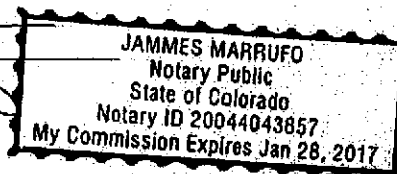
The foregoing instrument was acknowledged before me this 4th day of October, 2014, by Shawn Scott Powers.

Witness my hand and official seal.

JAMES MARRUFO  
Notary Public

My commission expires 1-28-2017

Page 2 of 3



The undersigned have executed this Agreement as of the day first above written.

Surface Owner

Kerr-McGee Oil & Gas Onshore LP

By: \_\_\_\_\_  
Robert John Powers

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

By: \_\_\_\_\_  
Shawn Scott Powers

By: Shelly Gay Powers  
Shelly Gay Powers

By: \_\_\_\_\_  
Stacey Kaye Powers

By: \_\_\_\_\_  
Jesse Arlin Powers

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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by Robert John Powers.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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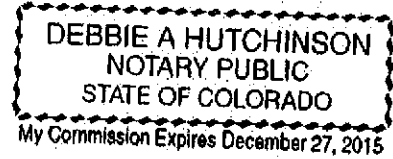
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by Shawn Scott Powers.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_





The undersigned have executed this Agreement as of the day first above written.

Surface Owner

Kerr-McGee Oil & Gas Onshore LP

By: \_\_\_\_\_  
Robert John Powers

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

By: \_\_\_\_\_  
Shawn Scott Powers

By: \_\_\_\_\_  
Shelly Gay Powers

By: Stacy K Perlet  
Stacey Kaye Powers Perlet

By: \_\_\_\_\_  
Jesse Arlin Powers

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STATE OF C )  
COUNTY OF \_\_\_\_\_ )ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by Robert John Powers.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by Shawn Scott Powers.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by Shelly Gay Luman.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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STATE OF Colorado )  
 )ss  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 4th day of October, 2014  
by Stacey Kaye Perlet.

Witness my hand and official seal.

Jon Perlet  
Notary Public

My commission expires 01/18/2017

**JON PERLET**  
Notary Public  
State of Colorado  
ID: 20054002261  
My Commission Expires 01/18/2017