

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of Oct. 7<sup>th</sup>, 2014, by Edith Marie Powers whose address is 602 Firehouse Lane, Gaithersburg, MD 20878; Tamara Jeanine Comfort whose address is ~~3539~~<sup>3403</sup> Bradshaw Road Suite ~~40310~~<sup>40310</sup>, Sacramento, CA 95827; and between Tonya C. Powers, whose address is 773 Galena Street, Denver, CO 80247, ("Surface Owners"), and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18<sup>th</sup> Street, 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 23: W/2, excluding 39.822 acres in the SW/4SW/4 of Section 23

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 Owners the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owners 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 Owners acknowledge and understand 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 Owners 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 Owners 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 Owners 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. Surface Locations

Locations for ingress and egress to the well(s), the well site area, tank battery/treater locations and tanker truck service areas shall be the locations depicted on the attached Exhibit "A". This Agreement does not in any way limit the rights of KMG to drill additional wells with associated facilities, access and pipeline easements on the Lands or to exercise all rights consistent with its mineral ownership or lessee rights. Exhibit "A" shall be amended as necessary to identify such future locations.

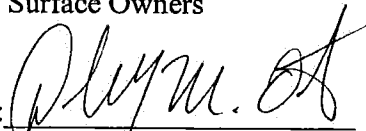
5. Binding Agreement

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 Owners

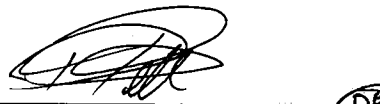
By:



Donald Ostrander  
Power of attorney for  
Edith Marie Powers


Kerr-McGee Oil & Gas Onshore LP,

By:




David Bell  
Agent & Attorney-in-Fact

By:

  
Tonya Christine Powers

By:

  
Tamara Jeanine Comfort

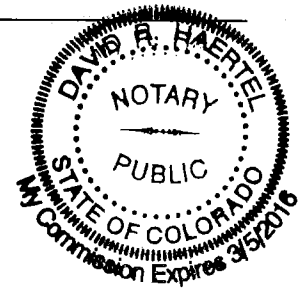
STATE OF Colorado )  
 )ss  
COUNTY OF Denver )

This instrument was acknowledged before me this 7 day of October, 2014, 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.

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

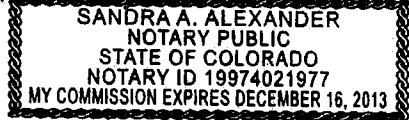
My commission expires 3/5/2016



STATE OF Colorado )  
 )ss  
 COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of Oct., 2013, by Donald Ostrander Power of Attorney for Edith Marie Powers.

Witness my hand and official seal.



Sandra A. Alexander  
 Notary Public

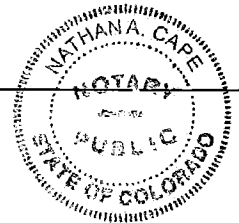
My commission expires Dec. 16, 2013

STATE OF Colorado )  
 )ss  
 COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 15 day of November, 2013, by Tonya Christine Powers.

Witness my hand and official seal.

[Signature]  
 Notary Public



My commission expires 12/11/2013

My Commission Expires 12/11/2013

STATE OF California )  
 )ss  
 COUNTY OF Sacramento )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Nov., 2013, by Tamara Jeanine Comfort.

Witness my hand and official seal.

K. Kaehler

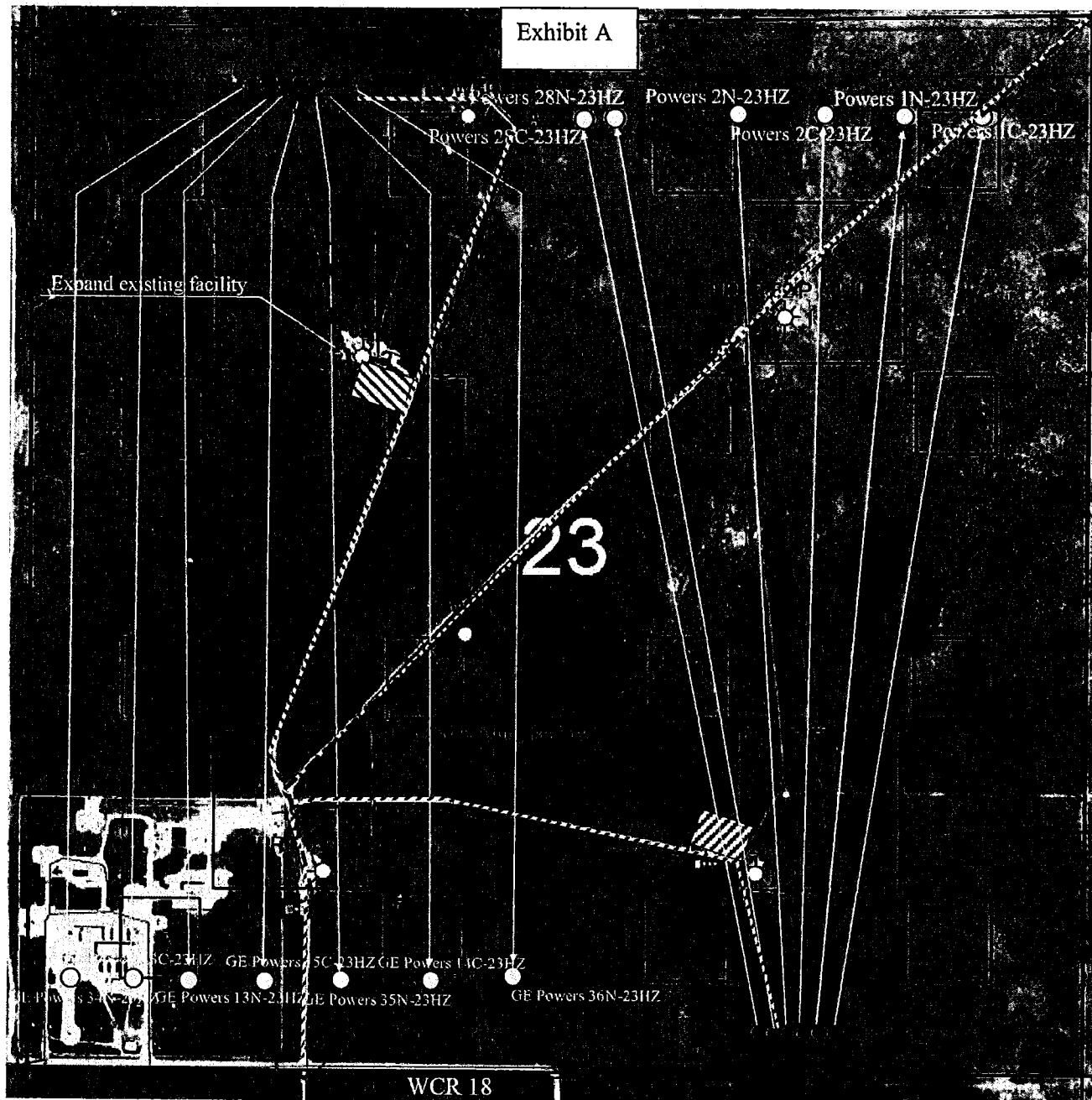
Notary Public

My commission expires 6/10/17



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**EXHIBIT "A"**  
**to the Easement, Right-of-Way and Surface Damages Agreement**



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**Aerial Photo  
Sec. 23-T2N-R65W  
Weld County, CO**

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Edited By:  
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