

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

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of October 21, 2016, by and between Rocky's Autos, Inc. ("Surface Owner"), whose address is 6350 Federal Blvd., Denver, CO 80221, 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 2 North, Range 65 West of the 6th P.M.

Section 33: E/2; more specifically described in a Special Warranty Deed as Parcel 3: The east half of Section 33, Township 2 North, Range 65 West of the Sixth Principal Meridian, County of Weld, State of Colorado, except therefore a tract of land conveyed to the Farmers Reservoir and Irrigation Company by deed recorded June 24, 1915 in Book 417 at page 254, dated December 15, 1997 and recorded on December 31, 1997 at Reception Number 2587033; also identified as Parcel No. 130733000005

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 normal damages 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, the location of which are depicted on the map attached ~~to the waiver letter between the parties, dated October 21, 2016.~~ If amended or restated, the map will not change. As long as the map does not change, Surface Owner agrees to execute future waivers, as necessary, including if such waivers are required by the COGCC or for a change in the number of wells, either now or in the future.

2. Acknowledgement of Right of Way and Easement

Surface Owner acknowledges and understands that, subject to any limitations contained in the above-referenced Warranty Deed and the applicable lease and subject to C.R.S. §34-60-127, 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. KMG further agrees to locate flowlines for the wells within the location depicted on the map. Ingress and egress for flowlines and access roads shall occur through the north or east property lines. If KMG is required, or Surface Owner reasonably requests, to relocate the flowlines in the future to a location not depicted on the map, Surface Owner agrees to provide an alternative location for the flowlines. Notwithstanding the first sentence of this paragraph, Surface Owner is not granted rights as a third party beneficiary of the applicable lease.

KMG agrees to access the location depicted on the map from the north or east. If KMG needs or desires to relocate the access road in the future, Surface Owner agrees to negotiate in good faith and provide alternative access.

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 provided the right is not used to transport off-lease oil or gas or other products across the Lands. Notwithstanding the foregoing, nothing herein limits KMG's rights to transport off lease gas as provided in existing Right-of-Way agreements, or off lease oil or gas or other products that are pooled with production from the Lands. Nothing contained herein, however, shall create any additional easements or rights-of-way for any area outside the location depicted on the map.

Notwithstanding any other provision herein, KMG does not waive any rights, and specifically retains any rights, granted to KMG or Kerr-McGee Gathering, LLC, under any applicable oil and gas lease, or as provided under COGCC rules and regulations, or pursuant to any other agreement, including but not limited to rights related to the number or location of pipelines, wells or oil and gas equipment on the Lands.

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.

Surface Owner acknowledges that KMG and its successors and assigns may cite the waivers in this Agreement in order to obtain exceptions and variances from the COGCC or from any other state or local body having jurisdiction over oil and gas operations. Surface Owner agrees that this waiver satisfies any requirement for a waiver, consent to an exception or variance signed by the surface owner, Building Unit Owner (as that term is defined in the COGCC Rules and any successor rules or amendments), homeowner or the like and agrees that KMG and its successors and assigns may provide a copy of this waiver to the COGCC or to any other state or local body in satisfaction of such requirement. In addition, Surface Owner agrees to execute and deliver to KMG and its successor and assigns any additional consents and waivers requested, including waivers required from Building Unit Owners, homeowners and the like, required for the exploration and production of oil and gas from the Lands and the location of wells and production facilities on the Lands.

4. Notification

Surface Owner shall provide notice to all buyers and assignees of an interest in the Lands (or any portion thereof), including all builders, property owners, property owners' associations, and special districts (each, a "Future Owner") of the existence of the waiver(s) in paragraph 3. In addition, Surface Owner will notify Future Owners that, as successors in interest to Surface Owner, Future Owners will be bound by the waiver(s) and will assume the obligations undertaken by Surface Owner pursuant to this waiver(s), including the obligation to provide notice to subsequent Future Owners. It is expressly understood and agreed by Surface Owner and KMG that the waivers, notice requirements and the obligations assumed by Future Owners as set forth in the waiver(s) are, and shall be construed to be, covenants that run with the Lands. As a condition to any sale or assignment of the Lands (or any portion thereof) by Surface Owner and its successors and assigns, Surface Owner and its successors and assigns will require that the buyer or assignee provide to KMG and its successors and assigns all waivers required in paragraph 3 of this Agreement.

5. Assignment

KMG may assign this Agreement in whole or in part.

6. 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 Rocky's Autos Inc., Kerr-McGee Oil & Gas Onshore LP

By: David J. Rothrock, Pres.
David J. Rothrock
President

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

ACKNOWLEDGEMENTS

STATE OF Colo)
COUNTY OF Adams)^{ss}

The foregoing instrument was acknowledged before me this 31 day of Oct, 2016, by David J. Rothrock, President of Rocky's Autos, Inc, on behalf of said company.

Witness DAVID J. ROTHROCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954016444
MY COMMISSION EXPIRES OCT. 16, 2019

Ronald H. Olsen
Notary Public

STATE OF COLORADO)
COUNTY OF DENVER)^{ss}

The foregoing instrument was acknowledged before me this 31 day of OCTOBER, 2016, 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.

My commission expires: Nov. 12, 2017

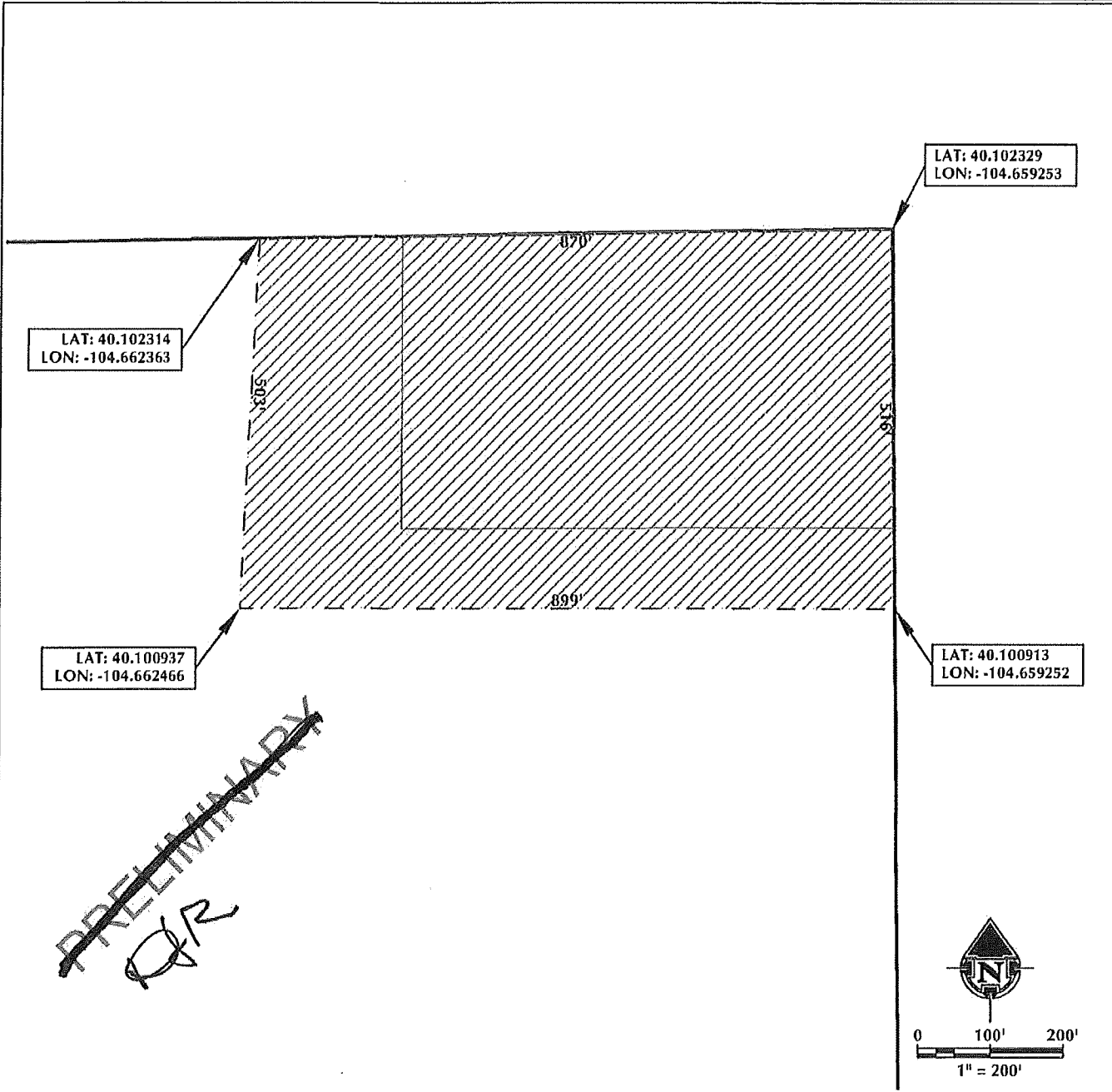
GRANT MICHAEL GERRARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134064647
COMMISSION EXPIRES NOV. 12, 2017

Grant Michael Gerrard
Notary Public

RJR

EXHIBIT "A"

NE1/4 NE1/4 SECTION 33, TOWNSHIP 2 NORTH, RANGE 65 WEST, 6TH P.M.



LEGEND

OPERATIONS AREA
 PROPERTY LINE

Rocky's Autos Inc.,
By: *Randy Rothrock* President



609 CONSULTING, LLC
LOVELAND OFFICE
1618 Frontal Drive, Suite 201
Loveland, Colorado 80538
Phone: 970-716-4311

SHERIDAN OFFICE
1052 S. Main Avenue
Sheridan, Wyoming 82801
Phone: 307-674-0009

DATE SURVEYED: 6/25/15
DATE: 10/25/16
DRAFTER: CDJ
REVISED: 10/27/16

DATA SOURCES:
- AERIAL COURTESY OF ESRI, INC.
- WATER WELLS COURTESY OF
COLORADO DIVISION OF WATER
RESOURCES

PREPARED FOR:
Kerr-McGee Oil & Gas Onshore L.P.