

### SURFACE USE AGREEMENT

This Surface Use Agreement ("*Agreement*") is entered into on February 15<sup>th</sup>, 2016 ("*Effective Date*"), by and between Newby Farms LLC, a Colorado limited liability company ("*Surface Owner*"), with an address of 2511 WCR No 26, Longmont, CO 80504, United States, Kerr-McGee Gathering, LLC ("*KMGG*"), with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202 and Kerr-McGee Oil & Gas Onshore LP ("*KMG*"), with offices at 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202, covering certain lands, depicted on the attached Exhibit 1 ("*Property*"), situated in Weld County, Colorado, described as follows:

Township 3 North, Range 68 West of the 6<sup>th</sup> P.M.

Section 33: The SW/4 identified as parcel number 120733000003 and part of the SE/4 identified as Parcel Number 120733000023; both parcels are more specifically described in a Quit Claim Deed dated December 29, 2005 and recorded January 9, 2006 at Reception Number 3353600 in the records of the Clerk and Recorder of Weld County, Colorado, and more particularly described in Exhibit 2 attached hereto.

WHEREAS, KMG and Surface Owner entered that certain Surface Letter Agreement ("*SLA*") dated June 16, 2008, and recorded through a Memorandum of Surface Agreement dated June 27, 2008, and recorded July 30, 2008 at reception number 3569275 in the records of the Clerk and Recorder of Weld County, Colorado.

WHEREAS, KMG drilled the wells identified below pursuant to the SLA ("*Existing Wells*"):

NEWBY 13-33  
NEWBY 12-33  
NEWBY 23-33  
NEWBY 19-33  
NEWBY 14-33  
NEWBY 25-33  
NEWBY 11-33  
NEWBY 22-33

WHEREAS, the SLA specifies that KMG and Surface Owner will negotiate a Surface Use Agreement.

WHEREAS, KMG plans to drill new wells on the Property pursuant to the terms of this Agreement and operate the Existing Wells under this Agreement.

WHEREAS, KMG and Surface Owner now wish to enter into a Surface Use Agreement

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Right of Use.** Surface Owner hereby agrees to set aside and grants to KMG the right to use the Oil and Gas Operations Areas ("OGOAs"), access roads, flowline corridors, waterline easement, utility easement and pipeline easements as set forth herein. Subject to the limitations herein, the OGOAs, flowline corridors and easements are for exclusive use by KMG, its agents, employees, drilling contractors, and related service companies, subject to the terms of this Agreement. The OGOAs, access roads, flow line corridors, waterline easement, utility easement and pipeline easements may be used to construct and maintain one or more access roads, well sites, tank batteries, noise mitigation, pipelines in connection with the oil and/or gas wells ("Wells") to be drilled, completed and maintained by KMG upon the Property, all in accordance with, and subject to the limitations set forth in this Agreement.

Surface Owner further grants and conveys to KMG the right to drill Wells within the OGOAs that may produce, drain and transport oil, gas and other hydrocarbons from the Property, as well as oil, gas and other hydrocarbons from property other than the Property. Specifically, Surface Owner agrees KMG may use the OGOAs, access roads, flowline corridors, waterline easement, utility easement and pipeline easements to produce, store and transport oil, gas and other hydrocarbons from property other than the Property.

KMG acknowledges that Surface Owner may place utility crossings within access roads, flowline corridors, pipeline easements, waterline easement, and utility easements so long as such crossings are consistent with this Agreement, do not unreasonably interfere with the operations of KMG and are constructed in accordance with KMG construction guidelines, such guidelines attached hereto as Exhibit 11.

2. **Release of Surface Rights; Reservation of Subsurface Easement.** KMG hereby permanently releases to Surface Owner all of KMG's rights to enter upon, access, or otherwise use the surface of the Property, except as otherwise provided in this Agreement.

Notwithstanding the foregoing, KMG expressly reserves, retains and excludes from this release of surface rights all of its working interests in all zones, depths, and formations or any other mineral interest it may own or lease currently or in the future in the Property KMG reserves and Surface Owner grants all necessary subsurface easements to produce oil, gas and other hydrocarbons identified in the oil and gas lease(s) underlying the Property and property other than the Property, provided any equipment, pipelines, and flowlines located outside of areas set forth in this Agreement shall be buried at least 100 feet below the surface. KMG reserves a subsurface easement for passage of any portion of a well or wellbore, including the right to occupy and use the subsurface and the subsurface pore space displaced by the well, wellbore and subsurface casing, pipe, and cementing appurtenant thereto. KMG retains and reserves, in connection with its mineral rights in the property identified in the oil and gas lease(s) associated with the Property, the right to develop its mineral interest from the OGOAs, provided, however, such mineral interest development is consistent with this Agreement.

3. **Oil and Gas Operations Areas ("OGOAs").** Surface Owner reserves for KMG and grants to KMG the OGOAs identified on Exhibit 3, and more specifically identified on Exhibits 3A through 3C. Surface Owner shall make the OGOAs available to KMG for its use for oil and gas operations, including, but not limited to, drilling and production activities, workovers,

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well deepening, recompletions, fracturing, re-fracturing, twinning, and the drilling of replacement wells and the location of flowlines, pipelines, electric lines, water lines, and all oil and gas production and drilling equipment and facilities and noise mitigation.

As shown in greater detail on Exhibits 3A through 3C, the OGOAs shall be as follows:

A. Oil and Gas Operations Area 1 (OGOA 1):

OGOA 1 shall include a Permanent Operations Area consisting of approximately 2.7 acres.

B. Oil and Gas Operations Area 2 (OGOA 2):

OGOA 2 shall include a Permanent Operations Area consisting of approximately 6.3 acres and a Temporary Operations Area consisting of approximately 1.94 acres.

C. Oil and Gas Operations Area 3 (OGOA 3):

OGOA 3 shall include a Permanent Operations Area consisting of approximately 4.18 acres and a Temporary Operations Area consisting of approximately 6.69 acres.

The Parties agree to the following concerning all Permanent and Temporary Operations Areas:

(a) The Permanent Operations Area. The Permanent Operations Area shall be the location for all Wells to be drilled and the Existing Wells on the Property and may also be used for all of KMG's operations, including, but not limited to, KMG's drilling and completion operations, its continuing activities for the production and/or transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Property, ingress, egress, access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, and any and all other reasonable and customary uses of the Property related to all such operations or activities. The Permanent Operations Area is for the exclusive use of KMG for their oil and gas operations and the location of wells and facilities. To facilitate KMG's subsequent operations on Wells located within the Permanent Operations Areas, Surface Owner agrees not to construct any permanent structures or improvements, including landscaping, within the Permanent Operations Areas.

With respect to KMG's equipment and facilities other than flowlines or pipelines:

- (i) KMG shall install and maintain, at its sole cost and expense, all fences around the Existing Wells and any future Wells, and fences around equipment located within the OGOAs, all in compliance with the Rules and Regulations of the Colorado Oil & Gas Conservation Commission ("COGCC") and shall be responsible for maintaining the interior of the fenced areas including the control of weeds. KMG will consult with Surface Owner concerning the type of fencing used.

- (ii) KMG shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of any Wells or facilities in the OGOAs. Such gates and locks shall be the standard gates and locks used by KMG.
- (iii) KMG agrees to paint any production facilities for any Wells, including wellhead guards, with paint of a color selected by Surface Owner, so long as the color and type of paint are acceptable to the COGCC.
- (iv) KMG will install such noise and visual mitigation measures as required by the COGCC at KMG's expense and prior to installing such measures, KMG will consult with Surface Owner to determine if Surface Owner wishes to install additional mitigation measures. Surface Owner may request additional noise and visual mitigation measures and Surface Owner shall be responsible for the costs of such additional measures, provided however, KMG will have reasonable discretion to refuse to allow impact mitigation measures that interfere with, or prevent, safe oil and gas production activities

(b) The Temporary Operations Area. The Temporary Operations Area may also be used for all KMG operations, including, but not limited to, KMG's drilling and completion operations, its continuing activities for the production and/or transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Property, ingress, egress, access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, and any and all other reasonable and customary uses of the Property related to all such operations or activities. Except for portions of flowlines, access roads and pipeline easements and related electric and water lines if permitted by other provisions of this Agreement, KMG may not locate wells or permanent production facilities within the Temporary Operations Area without the permission and consent of Surface Owner, but may use the Temporary Operations Area for temporary uses related to KMG's operations. Upon written request by the Surface Owner and the written consent of KMG, Surface Owner may use any of the Temporary Operations Areas for landscape buffering and for the temporary location of equipment during those times that the areas are not being used by KMG. KMG's consent shall not be unreasonably withheld. KMG shall in all events and at all times have priority in the use of the Temporary Operations Area. KMG shall in no event be liable for loss or damage to Surface Owner or any third party for any use of the Temporary Operations Area, except for damages caused to areas outside the Temporary Operations Area by KMG's use of the Temporary Operations Area.

If at any time KMG determines that the OGOAs depicted on Exhibits 3A through 3C are not sufficient to maximize production of oil and gas from the Property, lands pooled with the Property, or property other than the Property, Surface Owner and KMG agree to engage in good faith negotiations to determine alternative OGOAs, which will then become OGOAs for the purposes of this Agreement. Both KMG and Surface Owner agree that consent will not be unreasonably withheld.

In the event KMG is unable to utilize any portion of an OGOA as identified in this Agreement, for whatever material reason, including, but not limited to, permit or regulatory issues with the Colorado Oil & Gas Conservation Commission (“COGCC”) or any other governmental or regulatory entities that retains jurisdiction over such approval, the Parties agree that said OGOA shall be replaced with another location mutually consented to by the Parties. The new locations selected will need to accommodate current technological limitations as well as be economically feasible for KMG and also consider the economic impact to Surface Owner’s Property. Both KMG and Surface Owner agree that consent will not be unreasonably withheld.

**4. Regulatory Requirements.** Provided Surface Owner is in compliance with this Agreement, KMG agrees that it will not object, oppose or seek to prevent Surface Owner from (i) obtaining any required approvals and/or permits to develop the Property for such residential, commercial, industrial and other uses of any kind as Surface Owner determines from time to time, or (ii) so developing the Property, subject to KMG’s rights under this Agreement. If necessary, KMG agrees to provide written support for Surface Owner’s applications as long as it is consistent with this Agreement. Likewise, provided KMG is in compliance with this Agreement, Surface Owner will not oppose any permit application KMG submits to the COGCC or any state or local entity having jurisdiction of some or all of KMG’s activities hereunder or under applicable Oil and Gas Leases so long as said application or permit is consistent with this Agreement, and, if necessary, Surface Owner will reflect its support, in writing or as necessary, to applicable local government designees (“LGDs”) or others to permit or obtain approvals concerning KMG’s operations on the Property and other Property.

Surface Owner and KMG agree that the Parties shall be deemed to have waived the setbacks provided for in COGCC rules including, but not limited to, the 150-foot setback from surface property lines and other requirements of rules 603, and 604, except that the Parties intend to rely upon one or more exceptions of rule 604.b of the rules and regulations of the COGCC relating to property lines and urban mitigation areas and/or designated outside activity areas, as those terms may change or be defined and be amended from time to time. Surface Owner further and similarly shall be deemed to waive its right to object to any other state or local setback requirements or other requirements or regulations including, but not limited to, COGCC Rule 318A, that are or become inconsistent with this Agreement or that would prohibit or materially interfere with the rights of KMG, its successors and assigns, to explore for and produce the oil, gas and other hydrocarbons in accordance with this Agreement. KMG or its successors and assigns may cite the waiver in this paragraph, and Surface Owner agrees to execute and deliver to KMG and its successors and assigns all consents and waivers requested, including waivers required from Building Unit Owners (as that term is defined in the COGCC Rules and any successor rules and amendments), homeowners, property owners and the like, in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body having jurisdiction over KMG’s operations contemplated hereby so long as such exception or variance is consistent with this Agreement.

**5. Access Roads.** Subject to the foregoing, all access roads (“*Access Roads*”) and temporary access roads (“*Temporary Access*”) constructed or used by KMG on the Property shall be constructed or used in accordance with the following specifications:

(a) Access Roads shall be located as depicted on Exhibit 4. Access Roads shall be 30 feet in width. Temporary Access, as identified on Exhibit 4, shall be 30 feet in width and shall only be used during and in preparation for activities within the OGOAs.

(b) Unless paved, the surface of all roadways shall be made of compacted gravel, and shall comply with all regulations or laws applicable to such roadways.

(c) Access Roads, Temporary Access or portions of Access Roads and Temporary Access that are jointly used by Kerr-McGee and Surface Owner and that are constructed by Surface Owner as part of its surface development of the Property must be 30 feet or more in width, and Surface Owner must construct or improve all such paved or improved joint access roads so as to withstand the weight of oilfield equipment. Specifically, Surface Owner must construct the roads so that they withstand the weight of 104,000 pounds and 26,000 pounds per axle. Access Roads, Temporary Access or portions of Access Roads and Temporary Access that are used exclusively by Kerr-McGee or constructed by Kerr-McGee prior to surface development must be generally 30 feet or more in width, and Kerr-McGee must install and maintain such Access Roads, Temporary Access or portions of Access Roads or Temporary Access in good repair and to those state and local standards that apply to oil and gas operations.

(d) Surface Owner shall have the right to relocate any Access Road or Temporary Access in the future solely at Surface Owner's cost and expense so long as KMG has convenient and uninterrupted access the OGOAs and all easements and corridors.

(e) In the event KMG's deployment of vehicles or equipment (whether directly or through the use of subcontractors or vendors) on streets constructed by Surface Owner, to the standard established in Section 5(c) of this Agreement, in the future as part of its development of the Property, causes damage to any street, KMG shall be responsible for the cost of repair.

**6. Flowline Corridors, Waterline Easements, Utility Easements and Pipeline Easements.**

(a) Subject to the limitations herein, KMG, or an entity designated by KMG, has a continuing right and entitlement to own, operate, maintain repair and replace all flowlines, waterlines, utility lines and pipelines located on the Property. Although this Agreement is intended to confine the placement of flowlines, waterlines, utility lines, and pipelines to certain specified locations, KMG may locate flowlines, waterlines, utility lines and pipelines outside the locations specified herein with the consent of Surface Owner, and such consent may not be unreasonably withheld, conditioned or delayed.

(b) The locations of flowlines, waterlines, utility lines and pipelines that are outside of the OGOAs are identified on Exhibits 5 through 8 as "*Flowline Corridors*," "*Waterline Easements*," "*Utility Easement*," and "*Pipeline Easement*."

(c) Flowline Corridors, as shown on Exhibit 5, shall be seventy feet (70') in width during all operations, maintenance and transportation activities and may be used as the location

for associated equipment provided all such equipment shall be underground other than equipment used for a temporary period or equipment located within the OGOAs. During maintenance, construction and installation of flowlines within the Flowline Corridor, KMG reserves the right to locate flowlines in the Pipeline Easement and to use the Pipeline Easement during maintenance, construction and installation of flowlines.

(d) Surface Owner grants unto KMG, or an entity designated by KMG, the Waterline Easements shown on Exhibit 6. The Waterline Easements shall be fifty feet (50') in width during all operations, maintenance and transportation activities and may be used as the location for associated equipment, both above and below ground, during all such activities provided all such equipment shall be underground other than equipment used for a temporary period or for isolated areas where KMG needs to "daylight" the waterline or equipment for operational purposes.

(e) When requested by KMG, Surface Owner shall grant the Utility Easement shown on Exhibit 7 to KMG, or an entity designated by KMG, substantially in the form attached hereto as Exhibit 9. The Utility Easement shall be twenty feet (20') in width during all operations and maintenance activities and may be used as the location for all associated equipment, both above and below ground, during all such activities. KMG, or an entity designated by KMG, will make commercially reasonable effort to locate all above ground appurtenances as close to existing county road right-of-way or within the OGOAs.

(f) When requested by KMG or KMGG, Surface Owner shall grant the Pipeline Easement shown on Exhibit 8 to KMG, KMGG, or an entity designated by KMG or KMGG, substantially in the form attached hereto as Exhibit 10.

(g) Locations of the Flowline Corridors, Waterline Easements, Utility Easement and Pipeline Easement may be changed by mutual agreement, consent to which will not be unreasonable withheld, of Surface Owner and KMG, or an entity designated by KMG, as applicable. The relocation must be made pursuant to a separate relocation agreement, and all costs and expenses of the relocations must be borne by the Party that requests the relocation.

(h) Surface Owner has the right to cross the Flowline Corridors, Waterline Easements, Utility Easement, and Pipeline Easement with roadways and other utilities so long as such crossings are made at angle between 60 degrees and 90 degrees. Except in cases of emergency, Surface Owner and/or the utility company must contact KMG, or an entity designated by KMG, at least ten (10) business days prior to commencement of any trenching or digging activities within ten feet (10') of a Flowline Corridor, Waterline Easement, Utility Easement or Pipeline Easement. Prior to installation of a new roadway that crosses over a Flowline Corridor, Waterline Easement, Utility Easement or Pipeline Easement, Surface Owner will pothole, or request that KMG pothole, the flowline, waterline, utility line or pipeline to check the depth of the flowline, waterline, utility line or pipeline. KMG will lower, as required, the flowline, waterline, utility line, or pipeline to sufficient depth for the road elevations. Surface Owner will pay KMG the cost of inspecting and lowering the flowline, waterline, utility line or pipeline, as well as the cost of any sub-grade work required to achieve road construction specifications. Surface Owner will not install the portion of the road that crosses a flowline,

waterline, utility line, or pipeline until the flowline, waterline, utility line, or pipeline has been lowered. To avoid this occurrence, and to the extent flowline, waterline, utility line, or pipeline are not otherwise installed, the Parties, when possible, will coordinate installation of new roads with installation of new flowlines, waterlines, utility lines, or pipelines, and Surface Owner will provide KMG engineered drawings identifying road elevations so that KMG may endeavor to locate its flowlines, waterlines, utility lines, or pipelines at such a depth that flowlines, waterlines, utility lines, or pipelines will not have to be lowered.

(i) Surface Owner acknowledges that it has received a copy of KMG's "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 1/2011), which is attached hereto as Exhibit 11. Surface Owner shall comply with the guidelines.

(j) In the event KMG is unable to utilize any portion of the Flowline Corridors, Waterline Easements, Utility Easements, or Pipeline Easements, for any material reason, including, but not limited to, rule, law or regulation, the Parties agree that the location of the Flowline Corridors, Waterline Easements, Utility Easements, and Pipeline Easements will be replaced with another location mutually agreed to by the Parties. The new locations selected must accommodate current technological limitations as well as be economically feasible for KMG and also consider the economic impact to Surface Owner's Property. Surface Owner agrees that consent to a new location will not be unreasonably withheld.

(k) In the event KMG or its contractors damages the lands or improvements located outside the Flowline Corridors, Waterline Easements, Utility Easements, or Pipeline Easements, including but not limited to, sprinkler systems, landscaping, or trails then KMG shall be responsible for repairing or replacing such improvements. KMG shall accomplish such surface restoration within thirty (30) days of its completion of the installation and/or removal of a flowline or pipeline, provided however that if weather or other events not within the reasonable control of KMG restricts KMG from completing its surface restoration within such thirty (30) day period, that KMG shall be entitled to extend the time for completing the surface restoration for a reasonably similar period of time that the inclement weather or other event continues to occur provided KMG exercises reasonable diligence.

(l) Surface Owner may install rock based trails for non-motorized uses over the top of Flowline Corridors and Pipeline Easements. KMG will not be liable for any damages that may occur to said trails located within the Flowline Corridors and/or Pipeline Easements.

## **7. Limitation of Liability, Release and Indemnity.**

(a) No Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to another Party for activities undertaken within the scope of this Agreement.

(b) Except as to claims arising from pollution or environmental damage (which claims are governed by Section 8) or from breach of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each Party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other



costs associated therewith (all of the aforesaid herein referred to collectively as “*Claims*”), arising out of or connected with such Party’s ownership or such Party’s respective operations on the Property, no matter when asserted. Each Party shall release, defend and indemnify the other Party, its officers, directors, employees, successors and assigns, against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in the Parties to this Agreement, other than the right to be indemnified for Claims as provided herein.

(c) Upon the assignment or conveyance of a Party’s entire interest in the Property or a defined portion thereof, the Party shall be released from its indemnification obligations in this Section 7 for all actions or occurrences happening after such assignment or conveyance, as to the portion of the Property assigned or conveyed.

(d) A person purchasing a completed residential structure on a platted lot or defined area approved by applicable regulatory authorities, shall only be liable for such owner’s individual actions or negligence and shall not be liable for the actions or negligence of other owners of other portions of the Property, except for such owner’s responsibility to pay assessments and other similar charges related to any future homeowner’s association governing the Property.

#### **8. Environmental Indemnities.**

The provisions of Section 7, except for Section 7a, shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 7a:

(a) “*Environmental Claims*” means all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interests, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to, any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims does not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

(b) “*Environmental Laws*” means any laws, regulations, rules, ordinances, or order of any governmental authority, which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.) and the Clean Air Act and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629).

(c) KMG shall protect, defend and indemnify Surface Owner, any applicable homeowners’ association, and any lot owner who purchases a lot from Owner, from Environmental Claims relating to the Property that arise out of KMG’s oil and gas operations on the Property. Surface Owner and its successors and assigns shall protect, defend and indemnify

KMG from any and all Environmental Claims relating to the Property that arise out of Surface Owner's ownership or development of the Property.

**9. Impact Mitigation.** KMG shall have the right to, and shall bear all costs to, install such noise and visual mitigation measures it desires or a local jurisdiction requires around the OGOAs in preparation for and during any all operations within the OGOAs that are in excess of or in addition to those measures required by COGCC regulations. KMG shall have reasonable discretion to veto or protest on types and locations of impact mitigation measures in order to allow for safe oil and gas operations. Surface Owner Agrees to consent to any request from KMG to install any and all noise and visual mitigation measures within or adjacent to the OGOAs. If the location of such noise and visual mitigation measures are not sufficient for KMG to comply with any applicable state, local or other jurisdictional impact mitigation regulation or other requirement, then Surface Owner, to the extent possible, waives such impact mitigation requirements.

**10. Assignment.** This Agreement shall run with the Property and may be assigned in part or in whole by KMG.

**11. Recording and Covenant Running with Land.** The parties understand and agree that this Agreement and any amendments thereto will be recorded in Weld County, Colorado at the sole cost and expense of KMG. This Agreement constitutes a covenant running with the land and will be binding upon and inure to the benefit of, and be enforceable by, the Surface Owner and KMG and their respective successors, representatives, affiliates, administrators, trustees, executors and assigns. The terms and conditions of this Agreement, and Surface Owner's grant of any easement or other rights to use the Property as set forth herein, is granted subject to all existing matters of record in Weld County Colorado, and the existing historical rights of third parties to access and use irrigation ditches and headgates located on the Property, if any.

**12. Release of Surface Letter Agreement.** Surface Owner agrees that any and all existing surface letter agreements, including the SLA, pertaining to the Property shall automatically terminate upon the execution of this Agreement. Surface Owner agrees that to the best of its knowledge all wells drilled on the Property prior to the Effective Date were drilled, maintained and operated in accordance with the SLA and will now be governed by this Agreement. Furthermore, any and all waivers that were obtained pursuant to the SLA or surface owner consultations and accommodations that were conducted are grandfathered into this Agreement and remain in full force and effect.

**13. Surface Damage Payments.**

(a) Provided KMG drills future wells in compliance with this Agreement, for all wells drilled after the Effective Date, KMG shall pay to Surface Owner for surface damages, the sum set forth in that certain Agreement Regarding Compensation between the Parties entered into contemporaneously with this Agreement, as full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Property or growing crops thereon that may occur as a result of KMG's operations on the Property, including, but not limited to, KMG's drilling and completion operations, its continuing

activities for the production and transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Property, ingress, egress, access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, noise mitigation, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, and any and all other reasonable and customary uses of the Property related to all such operations or activities.

(b) The term “surface damages” has the meaning commonly used in the oil and gas industry as a one-time payment for the reasonable use of the surface and crop loss, among other things, and is not intended to apply to or be a waiver of damages caused by the negligence of KMG or its unreasonable use of the surface, or KMG’s violation of this Agreement.

**14. Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties.

**15. Term.** This Agreement shall continue until the termination of the relevant Oil and Gas Lease covering the Property, leases in which the Property may be pooled, and/or leases being produced by wells located on the Property, at which time this Agreement shall terminate.

**16. Notice to Future Owners.** Surface Owner shall provide to all buyers and assignees of an interest in the Property (or portion thereof), including all builders, property owners, associations, and special districts, (each, a “Future Owner”) of the existence of this Agreement and the grants and waivers contained herein. In addition, Surface Owner will notify Future Owners that, as successors in interest to Surface Owner, Future Owners will assume the obligations undertaken by Surface Owner pursuant to this Agreement, 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 this Agreement are, and shall be construed to be, covenants running with the Property. As a condition of any sale or assignment of the Property (or any portion thereof) by Surface Owner and its successors and assigns, Surface Owner and its successors and assigns will give written notice to such buyer or assignee that they will be required in the future to provide KMG and its successors and assigns all waivers required in this Agreement. In addition to providing written notice as set forth above, Surface Owner may record a notice in the records of the clerk and recorder of Weld County, Colorado.

**17. Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**18. Applicable Law.** This Agreement shall be construed under the laws of the State of Colorado.

DATED as of the year and date first above written.

KERR-McGEE OIL &amp; GAS ONSHORE LP

By: [Signature]  
 Name: Ronald H. Olsen  
 Its: Agent and Attorney-In-Fact

NEWBY FARMS LLC

By: [Signature]  
 Name: Neal J. Newby  
 Its: Manager

By: [Signature]  
 Name: Lane D. Newby  
 Its: Manager

By: [Signature]  
 Name: Gregg K. Newby  
 Its: Manager

KERR-McGEE GATHERING, LLC

By: [Signature]  
 Name: Ronald H. Olsen  
 Its: Agent and Attorney-In-Fact

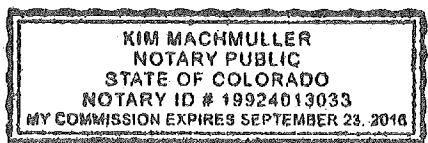
KMGG signs this Agreement in its capacity as the entity which does or may in the future gather hydrocarbons from wells drilled on the Property and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the obligations in Section 6 provided it complies with the provisions of Section 6. Nothing in the Agreement affects any easement that KMGG may currently may have in place on the Property or constitutes a release by KMGG of any rights it currently owns on the Property.

## ACKNOWLEDGEMENTS

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2016, by Neal J. Newby, as a Manager of Newby Farms, LLC, a Colorado limited liability company.

Witness my hand and official seal.



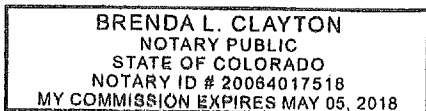
[Signature]  
 Notary Public

My Commission Expires: 9-23-2016

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2016, by Lane D. Newby, as a Manager of Newby Farms, LLC, a Colorado limited liability company.

Witness my hand and official seal.



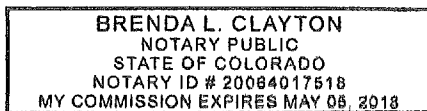
Brenda L. Clayton  
Notary Public

My Commission Expires: 5/5/2018

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2016, by Gregg K. Newby, as a Manager of Newby Farms, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Brenda L. Clayton  
Notary Public

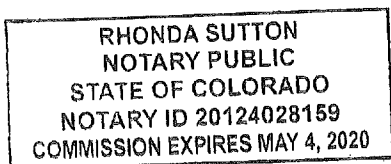
My Commission Expires: 5/5/2018

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 21 day of March, 2016, by Ronald Olsen as Agent and Attorney in Fact of Kerr-McGee Oil & Gas Onshore, LP.

Witness my hand and official seal.

[S E A L]



Rhonda Sutton

Notary Public

My Commission Expires: May 4, 2020

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 21 day of March, 2016, by Ronald Olsen as Agent and Attorney in Fact of Kerr-McGee Gathering, LLC.

Witness my hand and official seal.

[S E A L]

Rhonda Sutton

Notary Public

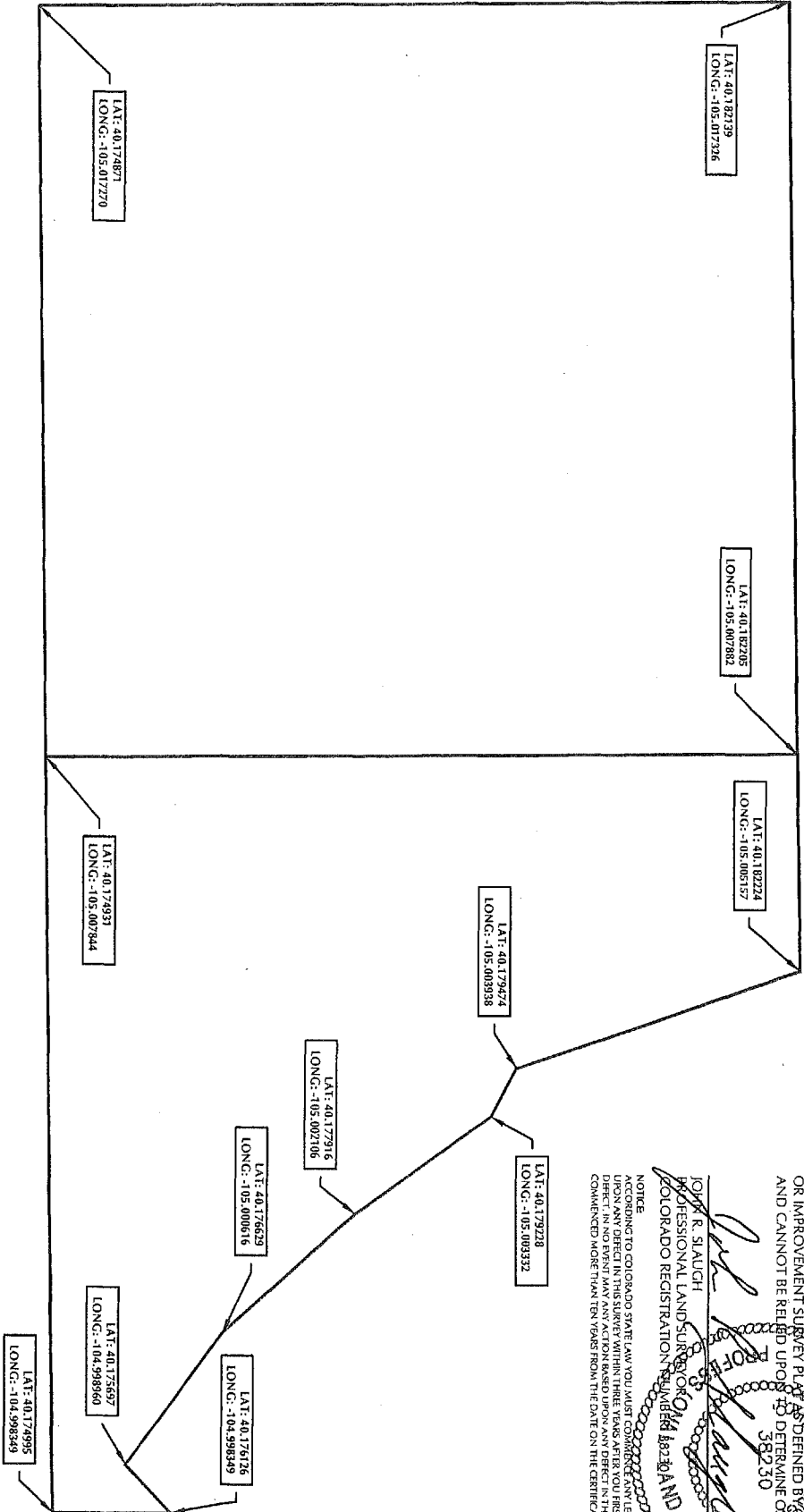
My Commission Expires: May 4, 2020

# EXHIBIT 1 PROPERTY

## CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A LAND SURVEY OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.R.S. 38-5-102 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

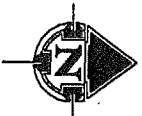
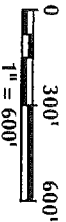
JOHN R. SLAUCH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 18230 AND 21246  
382.50  
2/12/16  
NOTE:  
ACCORDING TO COLORADO STATE LAW YOU MUST COME TO ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE ON THE CERTIFICATION SHOWN HEREON.



- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
  2. LATITUDE AND LONGITUDE COORDINATES ARE NAD 83 (2011)(EPOCH:2010)

### LEGEND

— PROPERTY LINE



**609 CONSULTING, LLC**  
LOVELAND OFFICE  
1005 S. W. Avenue  
Loveland, Colorado 80538  
Phone 970-774-8111

**SHERIDAN OFFICE**  
1005 S. W. Avenue  
Sheridan, Colorado 80369  
Phone 303-674-0099

DATE SURVEYED: 7/24/15  
DATE: 8/11/15  
DRAFTER: JFE  
REVISED: 2/12/16

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.**

LOCATED IN SECTION 33  
T3N, R88W, 6TH P.M.  
WELD COUNTY, COLORADO

EXHIBIT 2

## PROPERTY DESCRIPTION

All that part of the Southeast Quarter (SE1/4) of Section Thirty-three (33), Township (3) North, Range Sixty-eight (68) West of the Sixth Principal Meridian, described as follows: Beginning at the Southeast corner of the said Section 33; thence North 40 chains and 9 links to the East Quarter corner of said Section 33; thence West 16 chains and 46 links to a stake; thence South 16 chains and 69 links to a stake; thence West 23 chains and 54 links to a stake under a fence; thence South 23 chains and 78 links to the South line of said Section 33; thence East 40 chains to the place of beginning; excepting that portion sold to E.L. Montgomery by deed recorded in Book 248, at page 373 of Weld county records. EXCEPT that part conveyed in deed recorded with the Weld County Clerk and Recorder's Office on June 23, 1969 in Book 611, bearing Reception No. 1533164; and,

Also, that part of the SE1/4 of said Section 33, described as follows: Beginning at a point 1086 feet West of the East Quarter corner of said Section 33, thence West 1577 feet, thence South 1080 feet, thence East 1602 feet, thence Northwesterly 1102 feet to the place of beginning; and,

Also, all that part of the SE1/4 of Section 33, T. 3N., R. 68W., particularly described as follows: Commencing at a point 417 feet North of the Southeast corner of said Section 33, and running thence North 2229 feet to the East Quarter corner of said Section 33; thence West 1086 feet; thence South 1579 feet to an Oak stake on a fence line on the East bank of what is known as the Barr or Kelso Gulch; thence South 45° 15' East, 625 feet to a Cedar fence post; thence South 15° 30' East 200 feet to a red sandstone rock planted on the West of said Gulch; thence North 46° 30' East, 328 feet to place of beginning, containing 51.58 acres, more or less; except all existing rights of way for highways and ditches, County of weld, State of Colorado; and;

The SW1/4 of Section 33, T. 3N., R. 68W.



K:\ANADARKO\2015\65\_NEWBY\_811\_T3N\_R68W\_33\DWG\PRELIM\NEWBY PRE LOC.dwg, 2/12/2016 10:46:23 AM, jake

# OVERALL

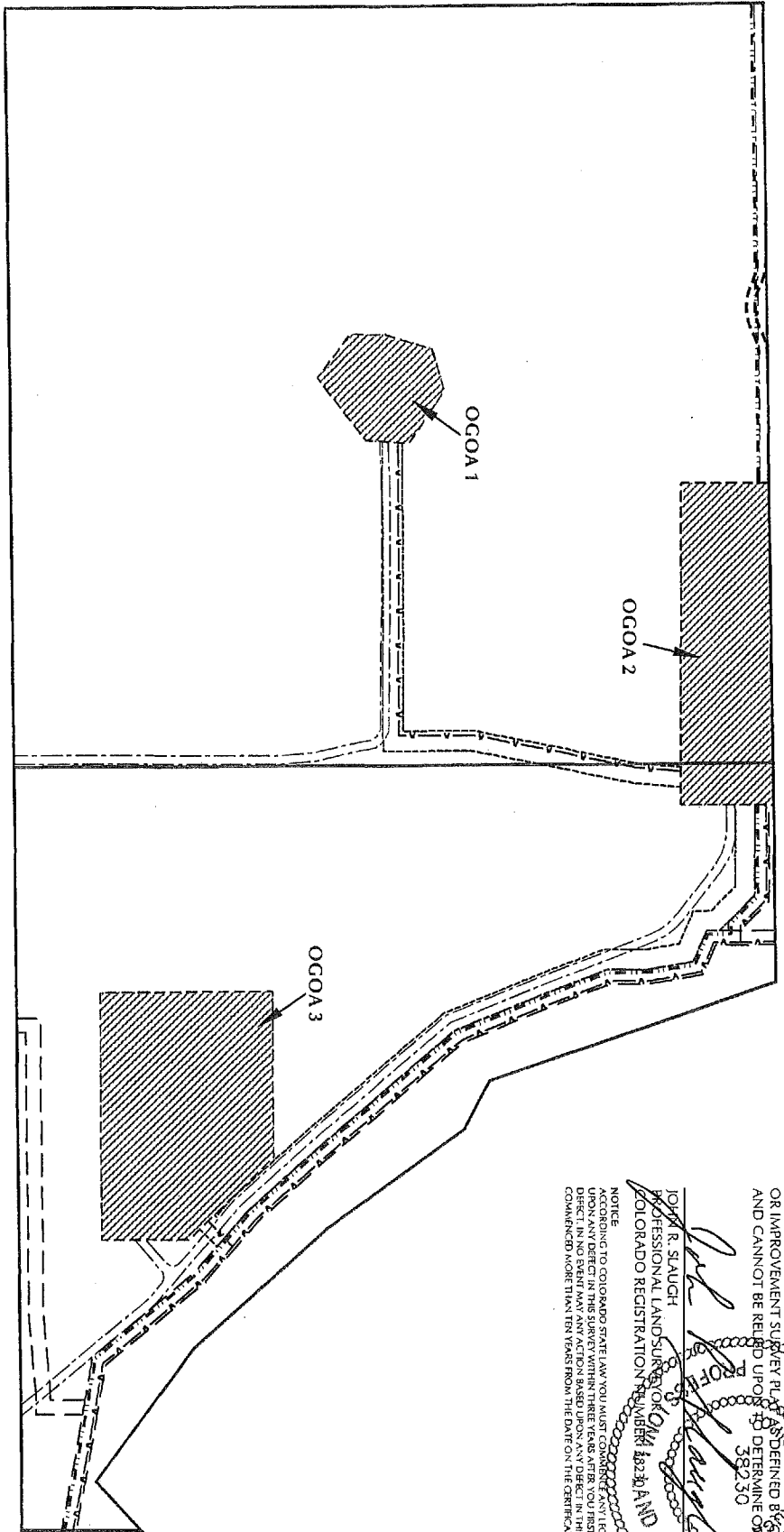
## CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A LAND SURVEY OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.R.S. 38-51-102 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

382.30

JOHN R. SLAUGH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 10230 AND 21246

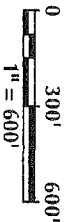
NOTICE: ACCORDING TO COLORADO STATE LAW YOU MUST COMMERCE ANY LOCAL ACTION BASED ON THIS CERTIFICATE WITHIN THE COUNTY OF COLORADO WHERE THE SURVEY WAS COMPLETED. DIRECTLY IN NO EVENT MAY ANY ACTION BASED UPON THIS CERTIFICATE BE COMMERCE MORE THAN TEN YEARS FROM THE DATE ON THE CERTIFICATE'S SHOWN HEREON.



NOTES:  
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

## LEGEND

- PROPERTY LINE
- - - ACCESS ROAD
- TEMPORARY ACCESS
- - - - - ELECTRIC EASEMENT
- - - ROW
- - - FLOWLINE CORRIDOR
- V — WATER LINE
- OGOA (OIL & GAS OPERATIONS AREA)



**609 CONSULTING, LLC**  
LOVELAND OFFICE  
1415 Foxwood Drive, Suite 204  
Loveland, Colorado 80538  
Phone: 970.272.6411

**SHERIDAN OFFICE**  
1000 S. Main Street  
Sheridan, Wyoming 82801  
Phone: 307.674.6009

DATE SURVEYED: 7/24/15  
DATE: 8/11/15  
DRAFTER: JFE  
REVISED: 2/12/16

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.

LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

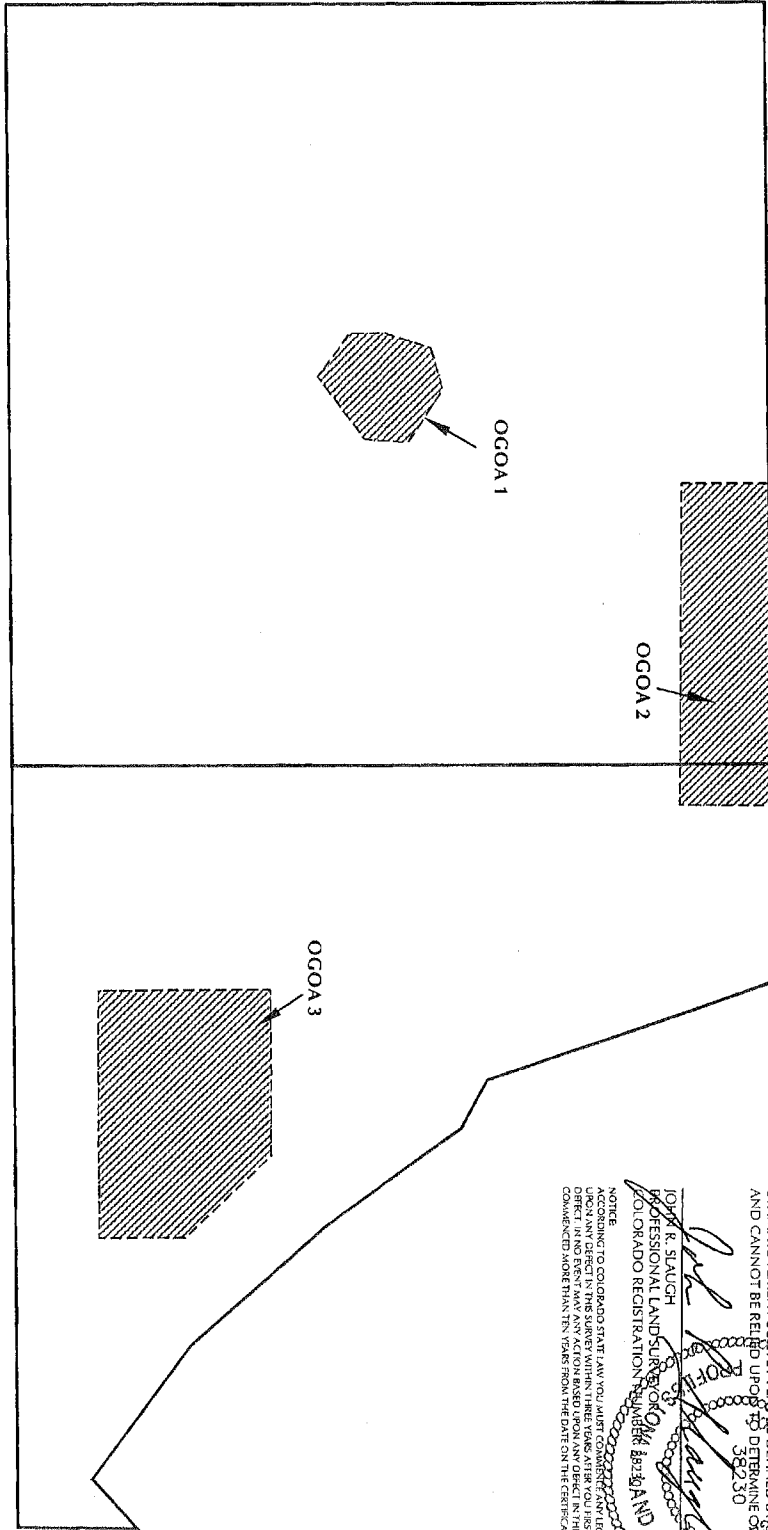
K:\JANADARKO\2015\2015\_65\_NEWBY\_B11\_T3N\_R68W\_33\DWG\PRELIM\NEWBY PRE LOC.dwg, 2/12/2016 10:47:26 AM, .jpk

### EXHIBIT 3

#### CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PROPERTY WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEY MADE BY JAMES R. SLAUGH UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT PRECLUDE A FUTURE SURVEY FOR OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.R.S. 38-51-102 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

JOHN R. SLAUGH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 88230 AND 21246  
38230  
21246  
NOTARY  
NOTARY PUBLIC FOR THE STATE OF COLORADO  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT THE CITY OF DENVER, COLORADO, ON THE 12TH DAY OF FEBRUARY, 2016.

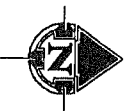
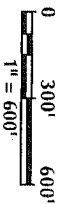


NOTES:  
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

#### LEGEND

PROPERTY LINE

PERMANENT OPERATIONS AREA



**609 CONSULTING, LLC**  
LOYAL AND OGDEN  
1445 Pioneer Drive, Suite 201  
Denver, CO 80202  
Phone: 303.733.1111

**MERRICK, N. OFFICE**  
1705 S. University Avenue  
Denver, CO 80202

DATE SURVEYED: 7/24/15  
DATE: 8/11/15  
DRAFTER: JFE  
REVISED: 2/12/16

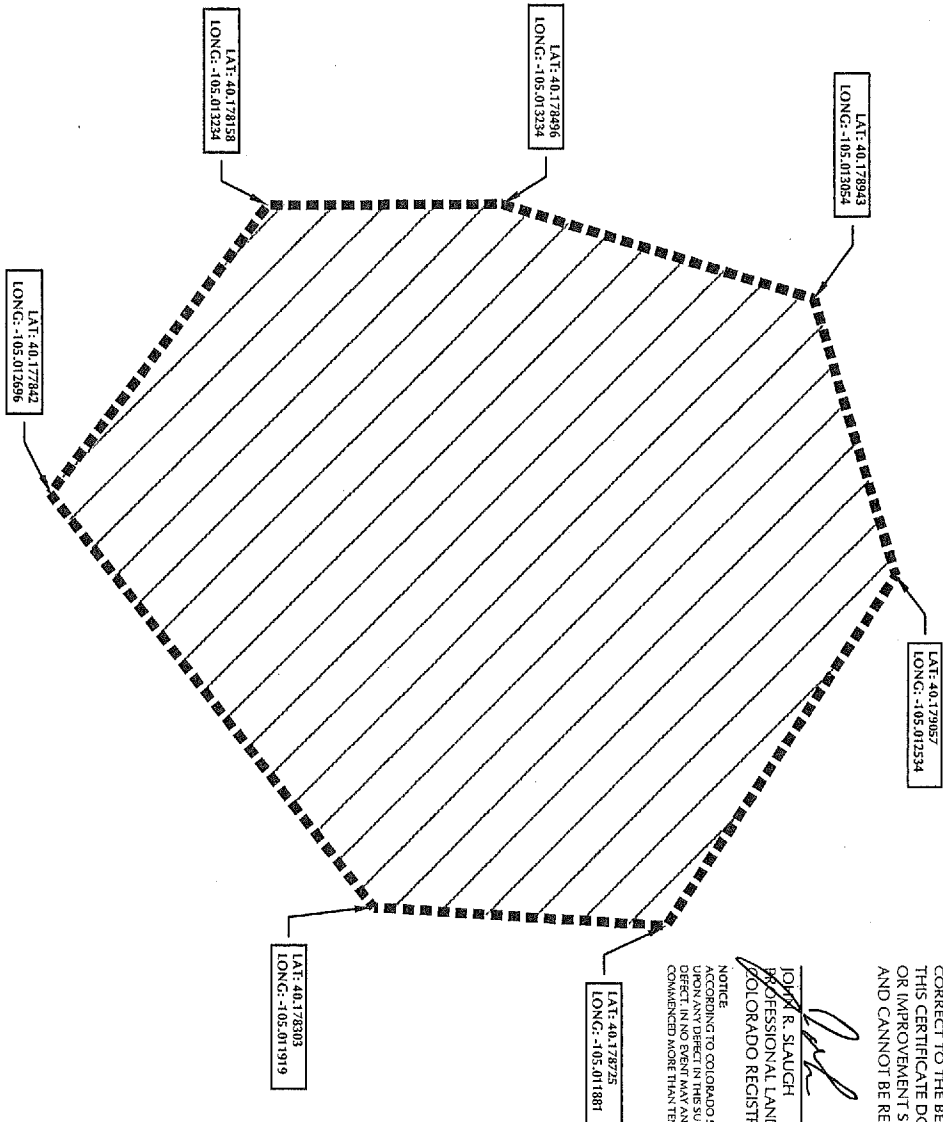
DATA SOURCES:  
- AERIAL COURTESY OF ESR, INC.  
- WATER WELLS COURTESY OF  
COLORADO DIVISION OF WATER  
RESOURCES

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

LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

K:\ANADARKO\2015\2015\_65\_NEWBY\_811\_T3N\_R68W\_33\DWG\PRELIM\NEWBY PRE LOC.dwg, 2/12/2016 10:47:57 AM, jba

# EXHIBIT 3A OGOA 1



## CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYING MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A LAND SURVEY OR AN IMPROVEMENT SURVEY PLAT AS DEFINED BY C.R.S. 38-51-102 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP. 38230

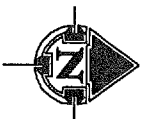
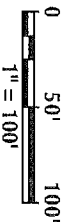
*John R. Slough*  
JOHN R. SLOUGH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 10230 AND 21246  
2/12/16

NOTICE: ACCORDING TO COLORADO STATE LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON THIS SURVEY WITHIN TWO YEARS OF THE DATE OF THE SURVEY. THIS ACTION MUST BE BROUGHT IN WRITING AND MUST BE FILED IN THE COUNTY WHERE THE SURVEY ORIGINALLY COMMENCED MORE THAN TEN YEARS FROM THE DATE ON THE CERTIFICATION SHOWN HEREON.

- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
  2. LATITUDE AND LONGITUDE COORDINATES ARE NAD 83 (2011) (EPOCH: 2010)

**LEGEND**

PERMANENT OPERATIONS AREA  
±2.70 ACRES



**CONSULTING, LLC**  
LOVELAND OFFICE  
1400 North  
Leveland, Colorado 80538  
Phone: 970-764-0111

**SHERIDAN OFFICE**  
Sheridan, Wyoming 82801  
Phone: 307-434-0090

DATE SURVEYED: 7/24/15  
DATE: 8/11/15  
DRAFTER: JFE  
REVISED: 2/12/16

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

PREPARED FOR:  
**Kerr-McGee Oil & Gas Onshore LP.**

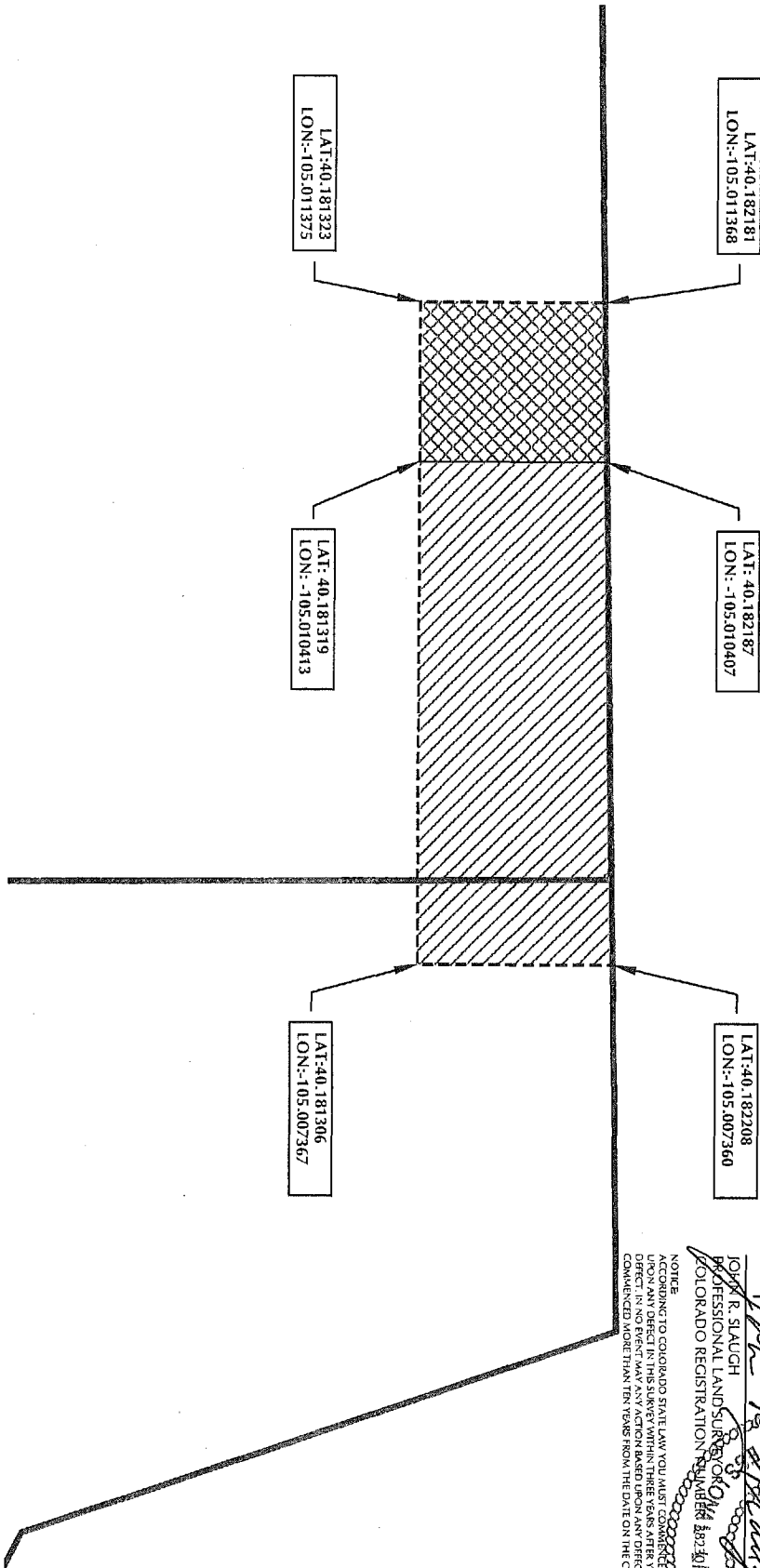
LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

# EXHIBIT 3B OGOA 2

## CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A LAND SURVEY OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.R.S. 38-51-202 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

JOHN R. SLAUGH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 88230-A AND 2112416  
NOTICE  
ACCORDING TO COLORADO STATE LAW YOU MUST COME TO ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. NO DEFECT MAY BE ASSERTED BASED UPON ANY DEFECT IN THIS SURVEY OR COMMISSIONED MORE THAN TEN YEARS FROM THE DATE ON THE CERTIFICATION SIGNATURE HEREON.

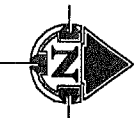
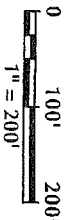


- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
  2. LATITUDE AND LONGITUDE COORDINATES ARE NAD 83 (2011)(EPOCH:2010)

## LEGEND

PROPERTY LINE

TEMPORARY OPERATIONS AREA ±1.94 ACRES  
PERMANENT OPERATIONS AREA ±6.30 ACRES



609 CONSULTING, LLC  
LOVELAND OFFICE  
1615 Foothill Parkway  
Loveland, Colorado 80538  
Phone: 970.778.6111

SHERIDAN OFFICE  
1000 S. Sheridan  
Sheridan, Wyoming 82801  
Phone: 307.676.1400

DATE SURVEYED: 7/24/15  
DRAFTER: JFE  
REVISED: 2/12/16

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.

LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

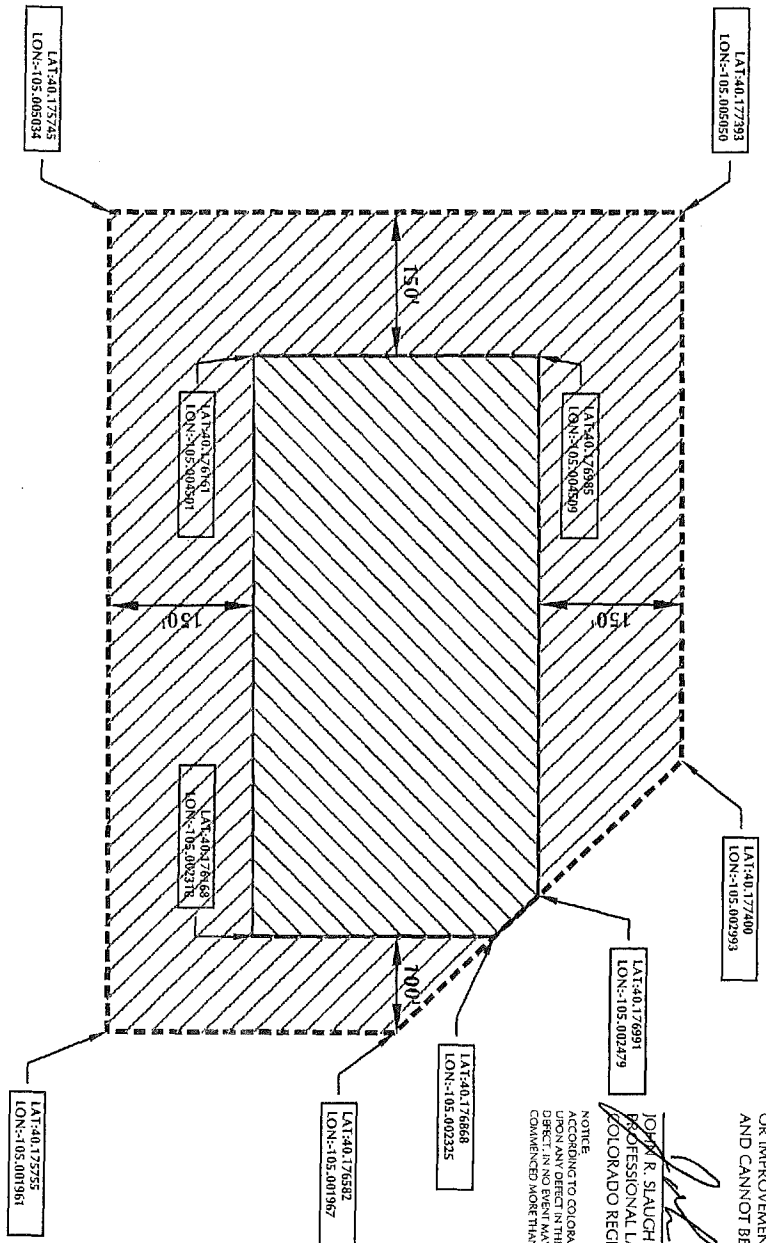
# EXHIBIT 3C OCOIA 3

## CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A LAND SURVEY OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.R.S. 38-51-102 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP. 38-51-302

JOHN SLAUCH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 69239 AND 21246

NOTICE:  
ACCORDING TO COLORADO STATE LAW, YOU MUST RETURN THIS CERTIFICATE OF SURVEY TO THE SURVEYOR WITHIN THREE YEARS AFTER YOU FIRST DISCOVER ANY DIRECT OR INDIRECT ERROR OR OMISSION IN THIS SURVEY. IF YOU DO NOT RETURN THIS CERTIFICATE WITHIN THE THREE YEAR PERIOD, YOU WILL BE DEEMED TO HAVE ACCEPTED THE SURVEY AS CORRECT AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

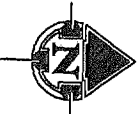


- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
  2. LATITUDE AND LONGITUDE COORDINATES ARE NAD 83 (2011) (EPOCH 2011.0)

## LEGEND

PROPERTY LINE

PERMANENT OPERATIONS AREA ±4.18 ACRES  
TEMPORARY OPERATIONS AREA ±6.69 ACRES



**CONSULTING, LLC**  
LOVELAND OFFICE  
1635 Federal Drive, Suite 204  
Loveland, CO 80538  
Phone: 970-774-4311

**SHERIDAN OFFICE**  
1095 S. Main Street  
Sheridan, WY 82801  
Phone: 307-676-8200

DATE SURVEYED:  
DATE:  
DRAFTER:  
REVISED:

7/24/15  
8/11/15  
JFE  
2/12/16

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.**

LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

K:\LANDARK\2015\2015\_65\_NEWBY\_R11\_T0N\_R68W\_33\DWG\PRELIM\NEWBY PRE LOC.dwg, 2/12/2016 10:49:31 AM, jake

## EXHIBIT 4 ACCESS

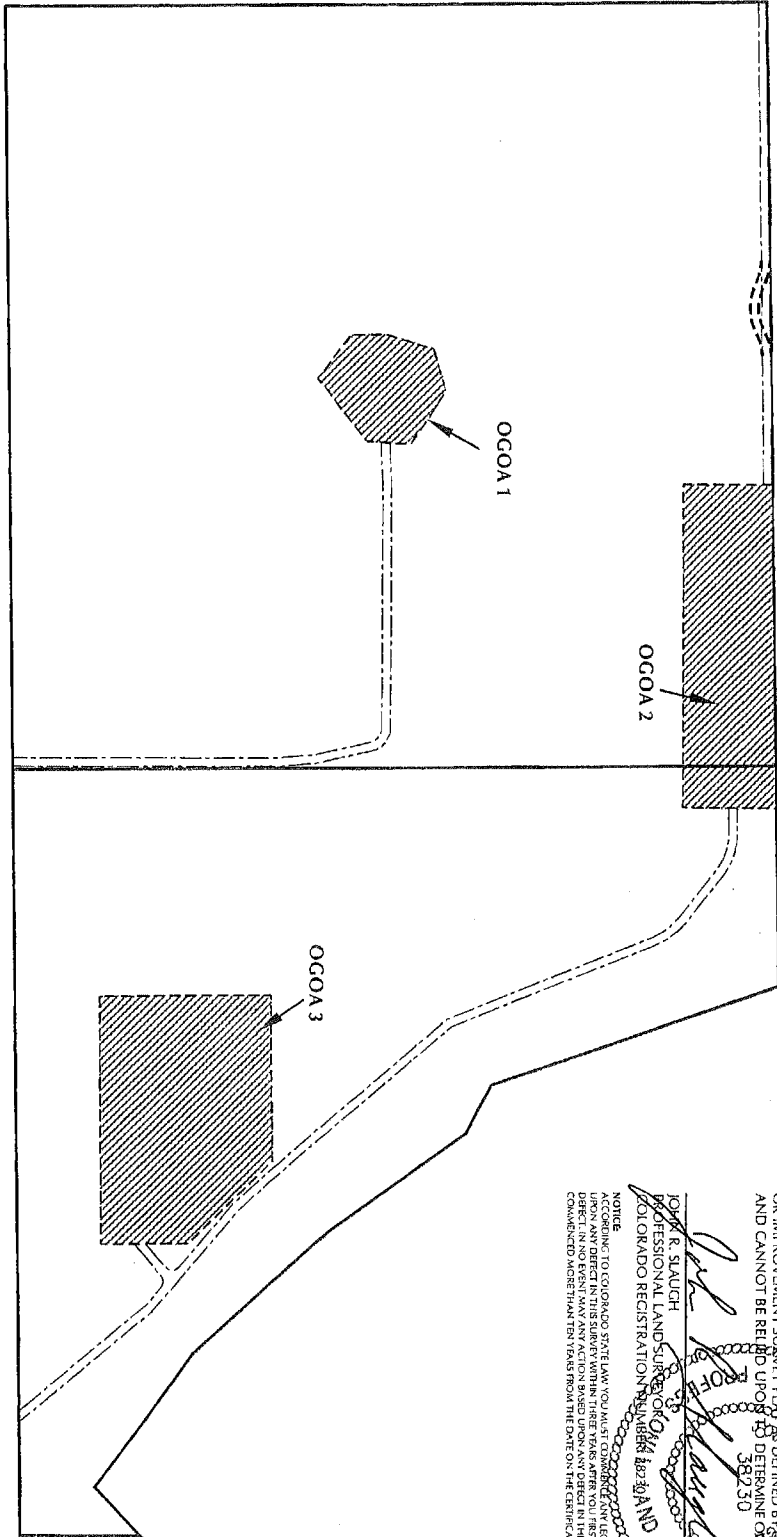
### CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A WARRANTY OF TITLE OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.S. 38-1-102 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

382.30

JOHN R. SLAUGH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 182730 AND 212416

NOTICE:  
ACCORDING TO COLORADO STATE LAW YOU MUST COMPLY WITH ALL LEGAL ACTIONS BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. THIS NOTICE IS BASED UPON THE FACT THAT YOU HAVE BEEN ADVISED BY THE SURVEYOR THAT THE SURVEY IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.



- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

### LEGEND

- PROPERTY LINE
- ACCESS ROAD (30')
- TEMPORARY ACCESS (30')
- OGOA (OIL & GAS OPERATIONS AREA)

0 300' 600'  
1" = 600'



**609 CONSULTING, LLC**  
LOCAL LAND OFFICE  
1619 Federal Blvd., Suite 201  
Denver, CO 80202  
Phone: 303.733.9311

**SITKONIAN OFFICE**  
10975 Arapahoe Avenue  
Suite 100  
Boulder, CO 80501  
Phone: 303.440.0800

DATE SURVEYED: 7/24/15  
DATE: 8/11/15  
DRAFTER: JFE  
REVISED: 2/12/16

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.

LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

K:\VANADARCO\2015\2015\_65\_NEWBY\_811\_T3N\_R68W\_33\DWG\PRELIM\NEWBY PRE LOC.dwg, 2/12/2016 10:49:55 AM, Jake

# EXHIBIT 5 FLOWLINE CORRIDORS

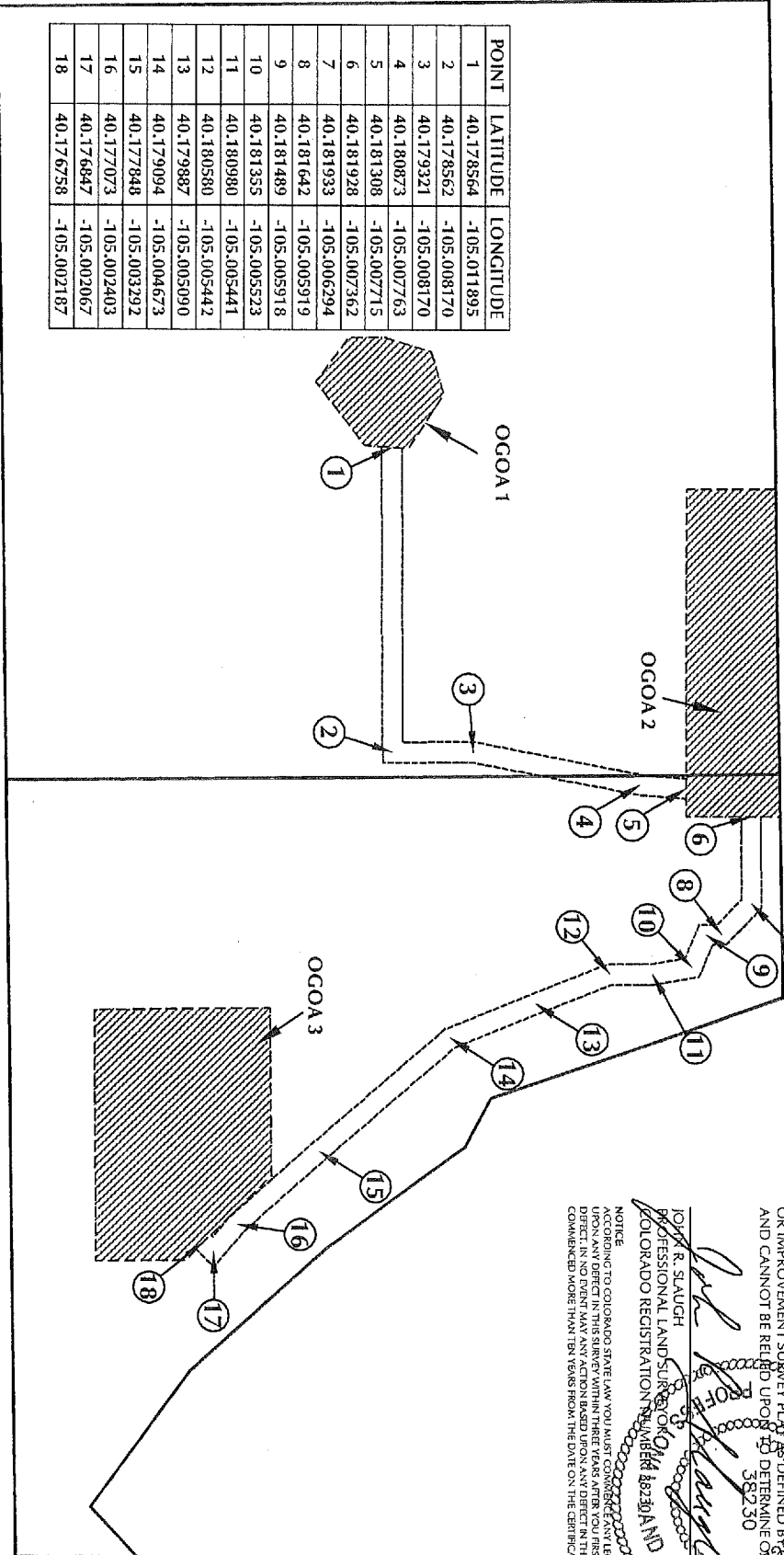
## CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.S. 38-51-102 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.

JOHN R. STAUCH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 62301 AND 512416

NOTICE:  
ACCORDING TO COLORADO STATE LAW YOU MUST COMEAT A LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMEATED MORE THAN TEN YEARS FROM THE DATE ON THE CERTIFICATION SHOWN HEREON.

POINT	LATITUDE	LONGITUDE
1	40.178564	-105.011895
2	40.178562	-105.008170
3	40.179321	-105.008170
4	40.180873	-105.007763
5	40.181308	-105.007715
6	40.181928	-105.007362
7	40.181933	-105.006294
8	40.181642	-105.005919
9	40.181489	-105.005918
10	40.181355	-105.005523
11	40.180980	-105.005441
12	40.180580	-105.005442
13	40.179887	-105.005090
14	40.179094	-105.004673
15	40.177848	-105.003292
16	40.177073	-105.002403
17	40.176847	-105.002067
18	40.176758	-105.002187

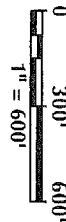


- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
  2. LATITUDE AND LONGITUDE COORDINATES ARE NAD 83 (2011) (EPOCH 2010)

## LEGEND

PROPERTY LINE  
FLOWLINE CORRIDOR (70')

OGOA  
(OIL & GAS  
OPERATIONS AREA)



609 CONSULTING, LLC  
LOYTLAND OFFICE  
1100 S. W. 10th Avenue  
Lawrence, Kansas 66044  
Phone: 781-776-4311

SHERIDAN OFFICE  
1005 S. Lawrence Avenue  
Sheridan, Wyoming 82801  
Phone: 307-274-0020

DATE SURVEYED: 7/24/15  
DATE: 8/11/15  
DRAFTER: JFE  
REVISED: 2/12/16

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.

LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

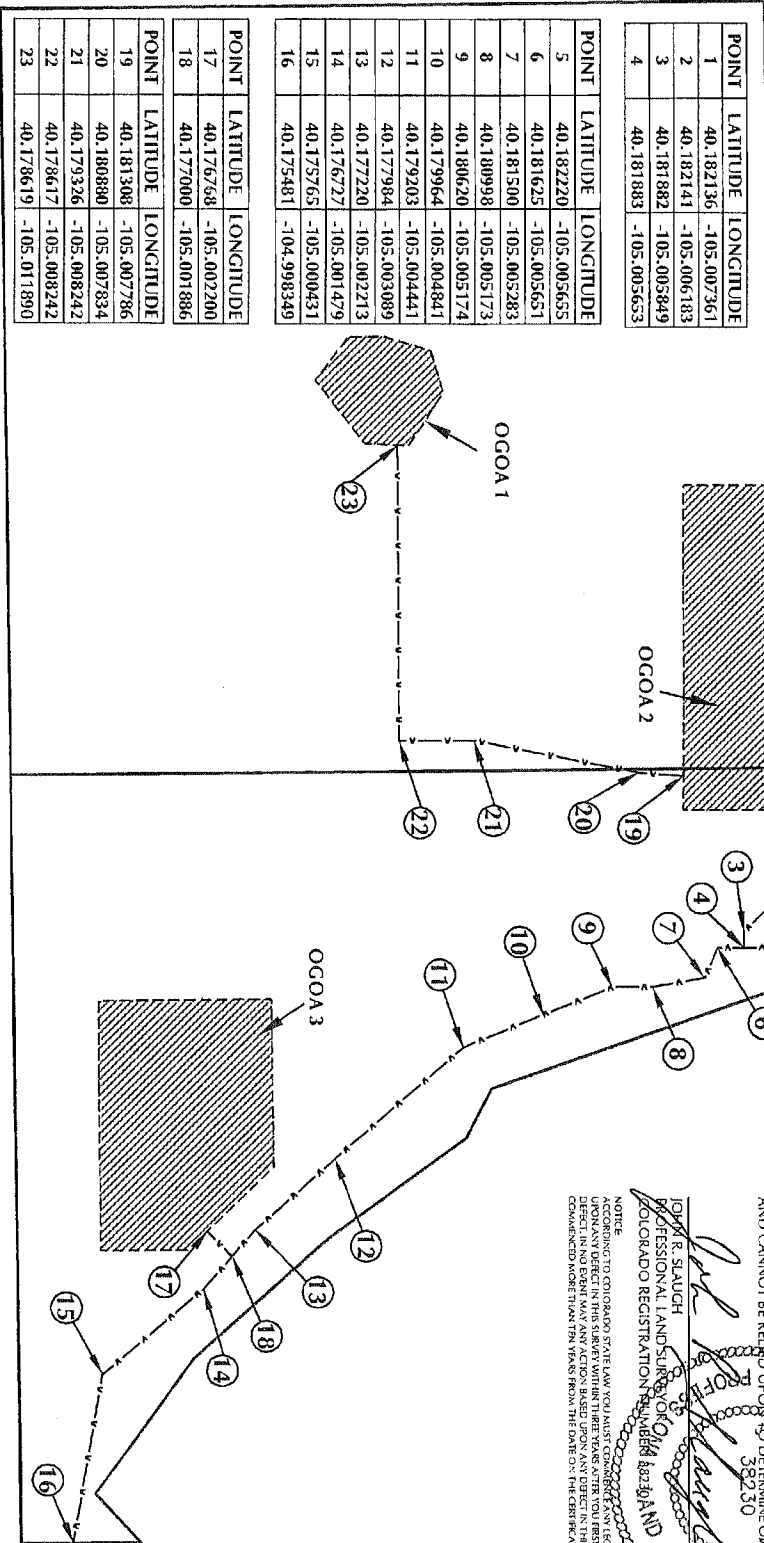
# EXHIBIT 6 WATERLINE EASEMENTS

## CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PLATS WERE PREPARED FROM FIELD NOTES OF ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A LAND SURVEY FOR OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.S. 38-51-802 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP. 382.310

*[Signature]*  
JOHN R. SLAUGH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 18210 AND 212416

NOTICE: ACCORDING TO COLORADO STATE LAW YOU MUST CONSIDER ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. THE DEFECT MUST BE DISCOVERED MORE THAN TEN YEARS FROM THE DATE ON THE CERTIFICATION SIGNATURE HEREON.



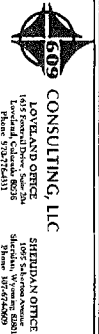
- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
  2. LATITUDE AND LONGITUDE COORDINATES ARE NAD 83 (2011) (EPOCH: 2010)

## LEGEND

— v — PROPERTY LINE  
— WATER LINE

OGOA  
(OIL & GAS  
OPERATIONS AREA)

0 300' 600'  
1" = 600'



DATE SURVEYED: 7/24/15  
DATE: 8/11/15  
DRAFTER: JFE  
REVISED: 2/12/16  
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.

LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO



K:\ANADARKO\2015\_65\_NEWBY\_811\_T3N\_R68W\_33\DWG\PRELIM\NEWBY PRE LOC.dwg, 2/12/2016 10:51:13 AM, jake

# EXHIBIT 7 UTILITY EASEMENT

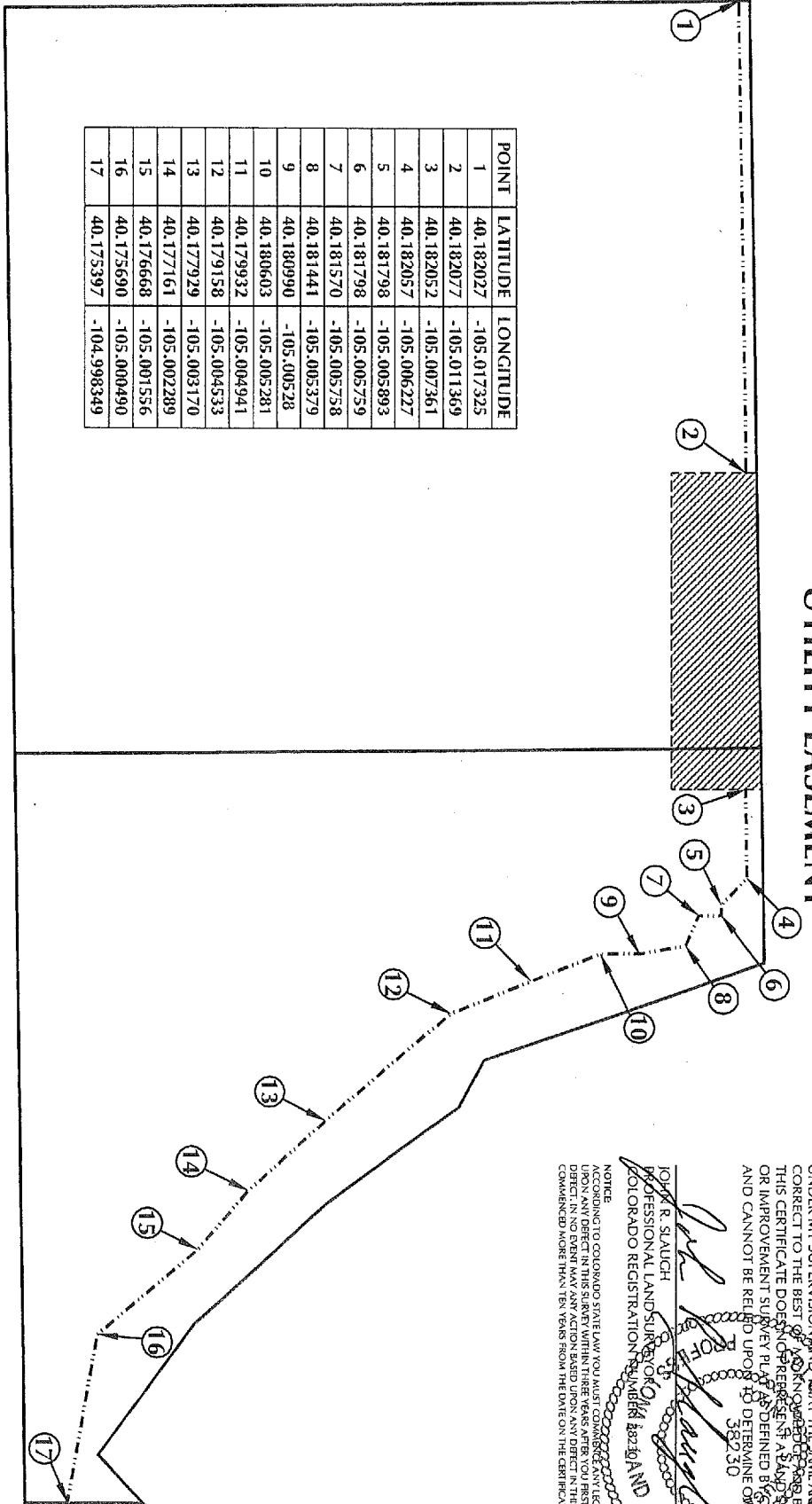
## CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYING MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATE DOES NOT REPRESENT A LAND SURVEY OR IMPROVEMENT SURVEY PLAT AS DEFINED BY C.R.S. 38-51-102 AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP. 38-51-30

JOHN R. SLAUCH  
PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NUMBER 82230 AND 212016

NOTICE: PURSUANT TO COLORADO STATUTE YOU MUST COMPLY WITH LOCAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE ON THE CERTIFICATION SHOWN HEREON.

POINT	LATITUDE	LONGITUDE
1	40.182027	-105.017325
2	40.182077	-105.011369
3	40.182052	-105.007361
4	40.182057	-105.006227
5	40.181798	-105.005893
6	40.181798	-105.005759
7	40.181570	-105.005758
8	40.181441	-105.005379
9	40.180990	-105.00528
10	40.180603	-105.005281
11	40.179932	-105.004941
12	40.179158	-105.004533
13	40.177929	-105.003170
14	40.177161	-105.002289
15	40.176668	-105.001556
16	40.175690	-105.000490
17	40.175397	-104.998349



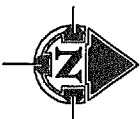
- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
  2. LATITUDE AND LONGITUDE COORDINATES ARE NAD 83 (2011) (EPOCH 2010)

## LEGEND

PROPERTY LINE  
UTILITY EASEMENT

OGOA (OIL & GAS OPERATIONS AREA)

0 300' 600'  
1" = 600'



609 CONSULTING, LLC  
LOTT AND ORRIS  
14555 Federal Drive, Suite 204  
Lafayette, Colorado 80508  
Phone: 970-371-4411

SHERIDAN OFFICE  
1095 S. Sheridan Avenue  
Sheridan, Wyoming 82801  
Phone: 307-671-4289

DATE SURVEYED:

DRAFTER:

REVISED:

7/24/15  
8/11/15  
JFE

2/12/16

## DATA SOURCES:

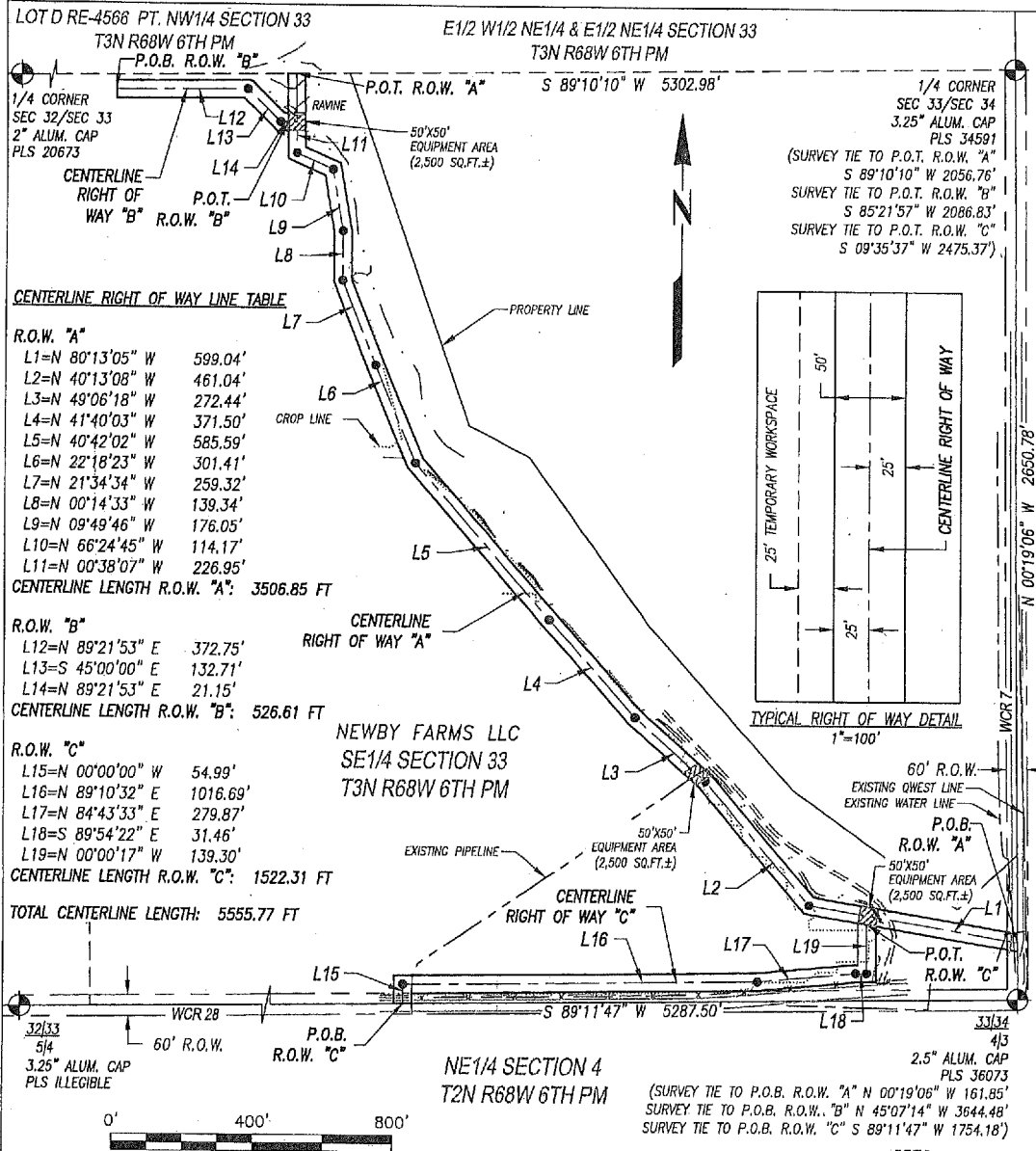
- AERIAL COURTESY OF ESRI, INC.  
- WATER WELLS COURTESY OF  
COLORADO DIVISION OF WATER  
RESOURCES

PREPARED FOR:

Kerr-McGee Oil & Gas Onshore L.P.

LOCATED IN SECTION 33  
T3N, R68W, 6TH P.M.  
WELD COUNTY, COLORADO

## EXHIBIT "8"



## NOTES

- 1.) Locations of utilities and foreign pipelines were determined from visible surface evidence. These locations if shown may not be accurate or complete. Other utilities may exist and are to be field located by others prior to excavation.
- 2.) This exhibit was prepared without the benefit of a title commitment, therefore Acklam, Inc. has not researched or shown any other easements, rights of way, variances and or agreements of record except as shown hereon.
- 3.) This exhibit is not a land survey plot or improvement survey plat. It is not to be relied upon for the establishment of any land boundary, easement, fence, building, or other future improvement lines.
- 4.) Bearings shown hereon are based on GPS Observations and/or the Online Positioning User Service offered by the N.G.S. and projected to Colorado coordinate system of 1983 North Zone" (C.R.S. 38-52-105 & 106). Distances shown hereon are in US Survey Feet GRID. The combined factor used to obtain the grid distances is 0.999725285.
- 5.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- 6.) This Exhibit was prepared by Mark A. Hall, PLS 36073, for and on behalf of Acklam, Inc. 195 Telluride St., Suite 7, Brighton, CO 80601.

**Acklam, Inc.**195 Telluride St., Suite 7  
Brighton CO, 80601**KERR-McGEE GATHERING LLC**

EXHIBIT 8 - PIPELINE EASEMENT

SE1/4 SECTION 33

T3N R68W 6TH PM, WELD COUNTY, COLORADO

REVISED: 02/04/16 (REV C)

SCALE: 1"=400'

DATE: 08/24/2015

JOB No.: 158077

JOB NAME: NEWBY STAKING

APE No.: 2114333, 2114364, PCE

Exhibit 9

---

RECORDING INFORMATION ABOVE

**GRANT OF EASEMENT**

\_\_\_\_\_ (collectively known as "Grantor"), whose address is \_\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto \_\_\_\_\_, "GRANTEE", whose address is \_\_\_\_\_, its successors and assigns, subject to all pre-existing permitted uses, a perpetual non-exclusive easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove electrical and communication facilities for the purpose of transmission or distribution of electricity and appurtenances thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across (except as specifically provided hereinbelow) the following described property in the County of Weld, State of Colorado to-wit:

**Easement description as set forth in Exhibit "A" attached hereto and incorporated herein by reference (referred to as the "Easement Lands").**

Those facilities will be overhead, underground and/or at grade and may include, but not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith (the "Appurtenances"), provided however, that notwithstanding anything to the contrary, Grantee will make commercially reasonable efforts to locate all above ground Appurtenances as close to existing county road right-of-ways or within the Oil and Gas Operations Areas as described in that certain Surface Use Agreement (the "SUA") between Newby Farms, LLC and Kerr-McGee Oil & Gas Onshore LP ("Grantee"), dated February \_\_\_\_, 2016 and recorded \_\_\_\_\_, 2016 (the "SUA") and which terms are incorporated herein by reference.

Grantee shall have the right of ingress and egress over and across the Easement Lands from the nearest public road or from Access Roads as described in the SUA or such other roads as designated by Grantor which are located on Grantor's real property. Grantee shall have the right to clear and keep cleared all trees and obstructions within the Easement Lands as may be reasonably necessary.

The right and authority of Grantee hereunder may be exercised by its successors, assigns, licensees, contractors and permittees.

Grantor reserves the right to occupy, use, and landscape said Easement Lands for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the maintenance, repair and replacement thereof. After the date of this Grant of Easement, Grantor shall not install permanent structures or facilities of any kind on, over, under, or across said easement without the written approval of Grantee. Notwithstanding anything to the contrary, Grantor shall have the right to cross the Easement Lands with roads and utilities pursuant to the terms set forth in the SUA.

Grantee shall pay Grantor for any damages to fences, crops, landscaping and personal property caused by the construction and maintenance of Grantee's facilities. Upon completion of construction, Grantee shall restore the surface of Grantor's property as nearly as practicable to the same condition that existed prior to construction. In the event Grantee or its contractors damages the lands or improvements located outside the Easement Lands, including but not limited to, sprinkler systems, landscaping, or trails, then Grantee

shall be responsible for repairing or replacing such improvements. Grantee shall accomplish such surface restoration within thirty (30) days of its completion of the installation and/or repair of a utility line or appurtenance, provided however that if weather or other events not within the reasonable control of Grantee restricts Grantee from completing its surface restoration within such thirty (30) day period, that Grantee shall be entitled to extend the time for completing the surface restoration for a reasonably similar period of time that the inclement weather or other event continues to occur provided Grantee exercises reasonable diligence.

Grantee shall indemnify, defend and hold Grantor harmless, including Grantor's reasonable attorney's fees and cost, for losses and damages that Grantor incurs as a result of any third party claims to the extent such claims are caused by Grantee's negligence in the exercise of its rights hereunder (including the negligence of its agents, employees, subcontractors or others acting through or under Grantee), but excluding acts or omissions of Grantor, or Grantor's agents, lessees, employees or others acting by or through Grantor. Grantor shall indemnify, defend and hold Grantee harmless, including Grantee's reasonable attorney's fees and cost, for losses and damages that Grantee incurs as a result of any third party claims to the extent such claims are caused by Grantor's negligence in the exercise of its rights hereunder (including the negligence of its agents, employees, subcontractors or others acting through or under Grantor), but excluding acts or omissions of Grantee, or Grantee's agents, lessees, employees or others acting by or through Grantee. No party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to another party for activities undertaken within the scope of this agreement.

In the event Grantor's development of its property in the future requires any modification(s) to Grantee's facilities, Grantee will not unreasonably withhold its consent, provided that any modifications do not unreasonably burden Grantee's exercise of its rights hereunder and provided that such modifications will be at Grantor's expense and that Grantor will provide Grantee with any additional rights-of-way and easements necessary for said modification(s).

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and of Grantee.

Grantee shall record an original of this Grant of Easement in the records of Weld County. By recording this Grant of Easement, Grantee shall be deemed to have accepted all of the terms and conditions hereof.

**SIGNED AND SEALED BY GRANTOR** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR**

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

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

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

Witness my hand and official seal.

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

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

### EXHIBIT "A"

This Exhibit "A" attached to and made part of that certain Grant of Easement dated the \_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, whose  
address is \_\_\_\_\_, as "Grantor" and \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_, as "Grantee"  
in and for the new easement(s) described below.

### INTENTIONALLY LEFT BLANK

An as-built survey will be completed by a professional land surveyor and placed in this space  
prior to the document being recorded with the County Clerk.

Exhibit 10

**RIGHT-OF-WAY GRANT**

**THIS RIGHT-OF-WAY GRANT** ("Grant") is made this \_\_\_\_ day of \_\_\_\_\_, from **NEWBY FARMS, LLC**, a Colorado limited liability company, whose address is 2511 Weld County Road 26, Longmont, CO 80504 ("Grantor," whether one or more), to **KERR-MCGEE GATHERING LLC**, a Colorado limited liability company, whose address is 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMGG"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto "KMGG", its successors and assigns, a perpetual non-exclusive right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove and release, at KMGG's election, one or more pipelines, and all appurtenances (except as specifically provided hereinbelow) necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through a designated portion the lands situated in Weld County, State of Colorado, being described as follows:

Township 3 North, Range 68 West of the 6<sup>th</sup> P.M.

Section 33: part of the SE/4 identified as Parcel Number 120733000023; which is more specifically described in a Quit Claim Deed dated December 29, 2005 and recorded January 9, 2006 at Reception Number 3353600 in the records of the Clerk and Recorder of Weld County, Colorado, and more particularly described in Exhibit A attached hereto.

(the "Property")

The route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") are more particularly described on Exhibit "B" attached hereto and made a part hereof. The width of the Right-of-Way Lands is seventy-five feet (75') during construction, and subsequent to construction the width of the Right-of-Way Lands is fifty feet (50').

Notwithstanding anything to the contrary set forth in this Grant, the pipeline and related improvements within the Right-of-Way Lands shall be located below surface ground level, except for: (i) those above-ground location markers and test leads required by applicable laws and regulations, (ii) in addition, Grantee may install a meter house and other pipeline appurtenances within the Oil and Gas Operations Area depicted on Exhibit "C", and (iii) and above-ground equipment with the area noted on Exhibit "B" as the "Equipment Area". Notwithstanding anything to the contrary, KMGG shall not be permitted to install a gas odorizer anywhere on the Property.

From time to time after the initial construction of the pipeline(s), KMGG may require the use of the construction work space depicted on said Exhibit "B" to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of (subject to the limitations set forth above), reconstruct, mark, monitor, abandon or remove the pipeline(s) together with all appurtenances, all of which shall be done in a reasonable manner so as to minimize the disruption to Grantor's Property and the Right-of-Way Lands and the construction work space during the crop growing seasons. Excluding initial construction, KMGG will make all good faith efforts to restrict its work within the Right-of-Way Lands to occur outside of the crop growing seasons, except in the event of an emergency. Grantor agrees to the use of this temporary additional work space, provided that except in an emergency, KMGG gives Grantor reasonable notice of such use and provided further that it restores the same as provided below when not in use. Any time KMGG performs work during the crop-growing season, KMGG will make arrangements so as to provide for the historical flow of irrigation water to the Property.

Grantor represents and warrants to KMGG that Grantor is the sole owner in fee simple of the Right-of-Way Lands subject to the burden of the Right-of-Way and that Grantor has full right, power and authority to enter into this Grant, which Grant is subject to existing easements, documents and encumbrances of record, and historical rights of parties to access and use irrigation ditches located on the Property, if any, and the SUA described herein below.

Any pipeline and/or appurtenances to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 42 inches below the surface of the ground, and where any pipeline intersects with Grantor's existing field drains, KMGG shall install its pipeline(s) at least 24 inches below such field drains. Grantor agrees not to increase or decrease the surface

elevation on the Right-of-Way Lands without KMGG's prior written permission, except for Grantor's historical agriculture and irrigation activities conducted on the Property. KMGG shall repair and/or restore any fence(s) on or adjacent to the Right-of-Way Lands that are removed or severed by KMGG in the course of the operations provided for in this Grant to the condition such fence was in prior to its removal or severance by KMGG. If necessary to prevent the escape of Grantor's livestock, KMGG shall construct temporary gates or fences in those areas affected by KMGG's operations as provided for in this Grant.

To the extent reasonably practicable, and within a reasonable period of time after completion of pipeline construction, KMGG shall level and restore any lands affected by KMGG's operations that have excessive settling and sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of KMGG's pipeline(s). KMGG agrees to use commercially reasonable efforts to remove approximately six (6) to twelve (12) inches of the top soil of the areas to be affected by such construction, store such top soil within or adjacent to the Right-of-Way Lands and replace such top soil to the disturbed areas after completion of the pipeline construction. In addition, KMGG agrees to re-grade the area disturbed by its construction activities one (1) time within one (1) year following completion of the initial pipeline construction, or completion of any future work, if notified by Grantor in writing within such time period that there has been settlement of such area.

Grantor agrees that Grantor will not build, create, or construct, or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of KMGG which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Grantor shall have the right to cross the Right-of-Way Lands pursuant to the terms of that certain Surface Use Agreement (the "SUA") between Grantor herein and Kerr-McGee Oil & Gas Onshore LP ("KMGG"), of even date, and which terms are incorporated herein by reference.

KMGG shall not use any portion of the Property except for the Right-of-Way Lands without Grantor's prior written permission. Grantor agrees that at KMGG's option, KMGG may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lands burdened by the Right-of-Way easement. If KMGG exercises such option, KMGG shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties, shut-in royalties, or any other amounts otherwise payable to Grantor from KMGG.

KMGG shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from KMGG's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands contrary to the terms contained herein, and Grantor shall pay for, reimburse, indemnify and hold KMGG harmless from any and all claims or damages resulting from Grantor's activities on the Right-of-Way Lands, except those occasioned by the acts or omissions of KMGG, its agents or employees. Grantor shall have the right to use and enjoy the Right-of-Way Lands, subject to the SUA and the rights herein granted.

Following initial construction, should Grantee discontinue the use of the Right-of-Way Lands for 24 consecutive months, or permanently remove the pipeline(s), Grantee agrees to execute and deliver to Grantor a release of right-of-way granted herein. Grantee agrees to remove said pipeline(s) within a reasonable amount of time after the release of right-of-way has been executed.

This Grant cannot be modified, except by an instrument in writing signed by Grantor and by an authorized representative of KMGG.

KMGG shall indemnify, defend and hold Grantor harmless, including Grantor's reasonable attorney's fees and cost, for losses and damages that Grantor incurs as a result of any third party claims to the extent such claims are caused by KMGG's negligence in the exercise of its rights hereunder (including the negligence of its agents, employees, subcontractors or others acting through or under KMGG), but excluding acts or omissions of Grantor, or Grantor's agents, lessees, employees or others acting by or through Grantor. Grantor shall indemnify, defend and hold KMGG harmless, including KMGG's reasonable attorney's fees and cost, for losses and damages that KMGG incurs as a result of any third party claims to the extent such claims are caused by Grantor's negligence in the exercise of its rights hereunder (including the negligence of its agents, employees, subcontractors or others acting through or under Grantor), but excluding acts or omissions of KMGG, or KMGG's agents, lessees, employees or others acting by or through KMGG.

In the event Grantor's development of its Property in the future requires any modification(s) to KMGG's pipeline(s), KMGG will not unreasonably withhold its consent, provided that any modifications to the pipeline(s) do not unreasonably burden KMGG's exercise of its rights hereunder and provided that such modifications will be at Grantor's expense and that Grantor will provide KMGG with any additional rights-of-way and easements necessary for said modification(s).

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and of KMGG.

KMGG shall record an original of this Right-of-Way Grant or a Memorandum of Right-of-Way Grant in the records of the County in which the Right-of-Way Lands are located. By recording this Right-of-Way Grant or a Memorandum of Right-of-Way Grant, KMGG shall be deemed to have accepted all of the terms and conditions hereof.

This Grant may be executed in counterparts, each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, Grantor has executed and delivered this Right-of-Way Grant as of the date first above written.

**Grantor:**

**NEWBY FARMS, LLC,**  
A Colorado limited liability company

By: \_\_\_\_\_  
Name: Neal J. Newby  
Its: Manager

By: \_\_\_\_\_  
Name: Lane E. Newby  
Its: Manager

By: \_\_\_\_\_  
Name: Gregg K. Newby  
Its: Manager

**ACKNOWLEDGEMENTS**

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF BOULDER     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Neal J. Newby, as a Manager of Newby Farms, LLC, a Colorado limited liability company.

Witness my hand and official seal.

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

My Commission Expires: \_\_\_\_\_



STATE OF COLORADO       )  
                                      ) ss.  
COUNTY OF BOULDER       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Lane E. Newby, as a Manager of Newby Farms, LLC, a Colorado limited liability company.

Witness my hand and official seal.

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

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO       )  
                                      ) ss.  
COUNTY OF BOULDER       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Gregg K. Newby, as a Manager of Newby Farms, LLC, a Colorado limited liability company.

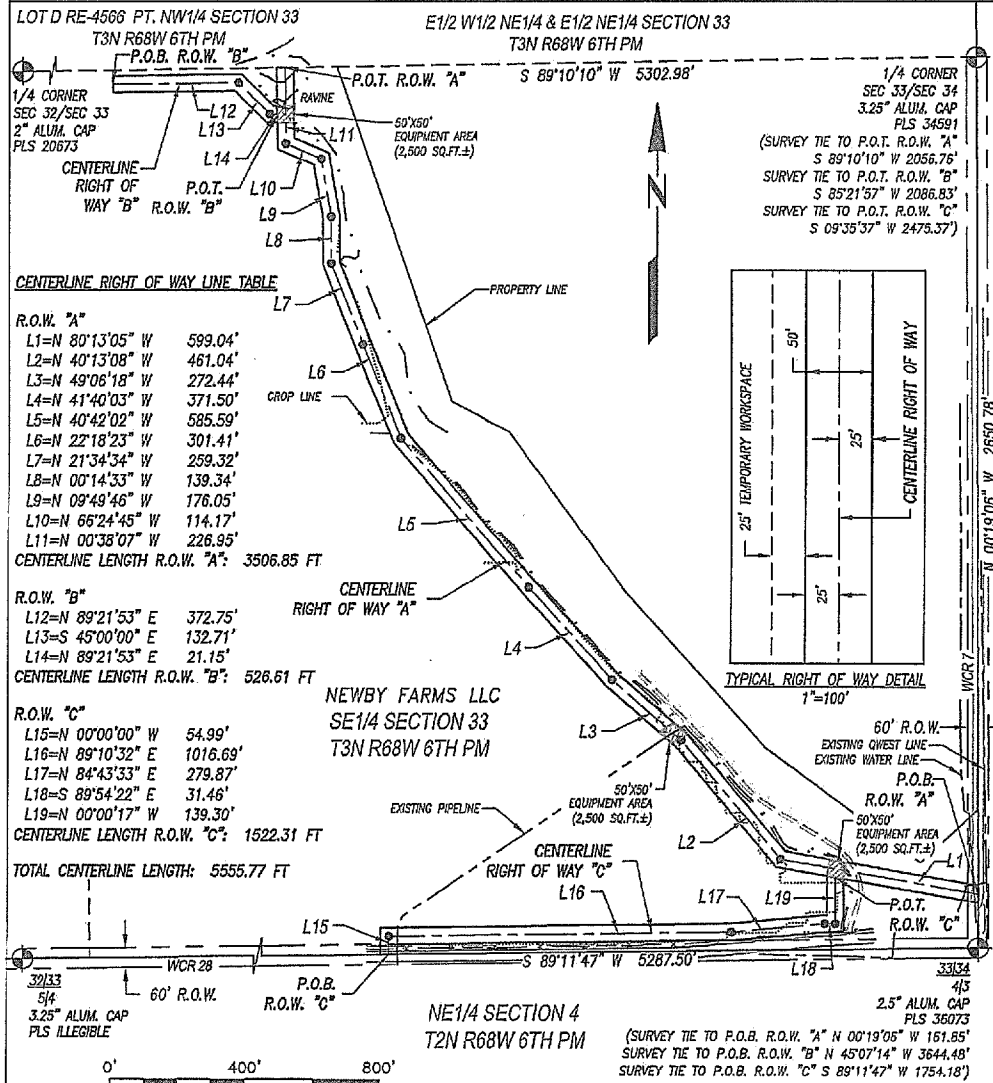
Witness my hand and official seal.

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

My Commission Expires: \_\_\_\_\_



# **EXHIBIT "B"** Right of Way Lands



**Acklam, Inc.**

195 Telluride St., Suite 7  
Brighton CO, 80601

**KERR-McGEE GATHERING LLC**  
EXHIBIT B - PIPELINE EASEMENT  
SE1/4 SECTION 33  
T3N R68W 6TH PM, WELD COUNTY, COLORADO

REVISED: 02/04/16 REV A

SCALE: 1"=400'

DATE: 01/28/2016

JOB No.: 158077

JOB NAME: NEWBY STAKING

AFE No.: 2114333, 2114384, PCE



Exhibit 11



## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMGG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMGG may have under existing easements or ROW agreements. For information regarding KMGG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMGG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMGG in the below requirements is meant to include and apply to any Kerr McGee entity.

### **Design**

- ♦ KMGG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMGG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMGG's facilities and the general public. This prior notification is to be made **before** the actual work is to take place.
- ♦ The encroaching entity shall provide KMGG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMGG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMGG, showing the facilities in the vicinity of KMGG's ROW upon completion of the work.
- ♦ Only facilities shown on drawings reviewed by KMGG will be approved for installation on KMGG's ROW. All drawing revisions that affect facilities proposed to be placed on KMGG's ROW must be approved by KMGG in writing.
- ♦ KMGG shall approve the design of all permanent road crossings.
- ♦ Any repair to surface facilities following future pipeline maintenance or repair work by KMGG on its "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMGG on replacement ROW granted to relocate KMGG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMGG.
- ♦ The depth of cover over the KMGG pipelines shall not be increased or reduced nor surface modified for drainage without KMGG's written approval.
- ♦ Construction of any permanent structure within KMGG pipeline easement is **not** permitted without written approval by KMGG.
- ♦ Planting of shrubs and trees is not permitted on KMGG pipeline easement without written approval by KMGG.
- ♦ Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMGG easement without written approval by KMGG.
- ♦ Foreign utility installations, i.e., distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMGG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMGG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMGG. In no case will vertical separation be less than 12". Constant line elevations must be maintained across KMGG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMGG pipeline must be evaluated by KMGG to ensure that a significant length of the KMGG line is not exposed and unsupported during construction. Foreign line crossings above the KMGG pipeline with less than 18" of clearance must be evaluated by KMGG to ensure that additional support is not necessary to prevent settling on top of the KMGG natural gas pipeline. A KMGG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMGG facility. All installations of foreign crossings done by boring and or jacking require the KMGG facility to be exposed to verify clearances.

Exhibit 11



## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

- Foreign utilities shall not run parallel to KMGG pipelines within the KMGG easement without written permission by KMGG. A minimum of 10 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is placed within the KMGG easement or adjacent to the KMGG easement. Any deviation from the 10' horizontal requirement must be approved in writing by KMGG and an "as built survey" provided to KMGG after installation. In the instance that high voltage electric lines, greater than 20kV, are installed parallel to a KMGG pipeline a minimum horizontal distance of 15' must be maintained.
- The foreign utility should be advised that KMGG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMGG's. At the request of KMGG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMGG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMGG. All costs associated with the correction of cathodic protection interference issues on KMGG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- The developer shall understand that KMGG, whether specifically required per federal law or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMGG, the safety of the public, contractor, KMGG personnel and KMGG facilities.
- On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- AC Electrical lines must be installed in conduit and properly insulated.
- On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMGG ROW.
- No power poles, light standards, etc. shall be installed in the KMGG easement without written approval by KMGG.
- KMGG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMGG's sole discretion, and may exceed any regulatory requirements.

### **Construction**

- If KMGG will be relocating KMGG facilities for any entity, grading in the new KMGG ROW shall be +/- 6 inches before KMGG will mobilize to complete the relocation. Final cover after the completion of the project will not be manipulated by the requesting entity to be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMGG. This does not preclude KMGG from installing the pipeline at a minimum cover of 36" as provided for in CFR 49 Part 192. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMGG representative is on site during the time cover is reduced.
- The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMGG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMGG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- Contractors shall be advised of KMGG's requirements and be contractually obligated to comply.
- The continued integrity of KMGG's pipelines and the safety of all individuals in the area of proposed work near KMGG's facilities are of the utmost importance. Therefore, contractor must meet with KMGG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. KMGG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.

Exhibit 11



## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

- The Contractor must expose all KMGG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMGG representative must be present.
- The use of probing rods for pipeline locating shall be performed by KMGG representatives only, to prevent unnecessary damage to the pipeline coating. A KMGG representative shall do all line locating.
- Notification shall be given to KMGG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMGG's work site representative. Any Contractor schedule changes shall be provided to KMGG immediately.
- Heavy equipment will not be allowed to operate directly over KMGG pipelines or in KMGG ROW unless written approval is obtained from KMGG. Heavy equipment shall only be allowed to cross KMGG pipelines at locations designated by KMGG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMGG.
- Contractor shall comply with all precautionary measures required by KMGG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KMGG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMGG's facility. At no time will cover be reduced to less than 36" without written approval by KMGG and a KMGG representative on site.
- A KMGG representative shall be notified prior to construction activities within twenty-five (25) feet of a KMGG pipeline or above ground appurtenance. The contractor **shall not** be allowed to work within twenty-five (25) feet of KMGG facilities without approval from the KMGG representative. The KMGG representative may or may not remain on site during the entire construction activity. Contractor shall use extreme caution and take appropriate measures to protect KMGG facilities. The contractor shall call the KMGG representative prior to backfilling around the KMGG facility to allow for a final inspection of the KMGG facility.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMGG facility. KMGG personnel must be present.
- Temporary support of any exposed KMGG pipeline by Contractor may be necessary if required by KMGG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMGG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMGG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KMGG's facilities unless blasting notification is given to KMGG Including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.
- KMGG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMGG's facilities as a result of their activities whether or not KMGG representatives are present. KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.
- No blasting shall be allowed within 200 feet of KMGG's facilities unless blasting notification is given to KMGG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMGG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMGG. A written emergency plan shall be provided by the organization responsible for blasting.
- KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.

Exhibit 11



## **General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities**

- ♦ **Any** contact with any KMGG facility, pipeline, valve set, etc. shall be reported immediately to KMGG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- ♦ KMGG personnel shall install all test leads on KMGG facilities.

### **Local Kerr-McGee Gathering LLC Representation:**

Construction Superintendent  
Construction Supervisor  
Pipeline Foreman:  
Staff Engineer:

Cindy Haefele  
Nick Simmons  
James Phillips  
Rob Thomas

Phone: (303) 655-5334  
Phone: (970) 515-1324  
Phone: (303) 655-4343  
Phone: (720) 929-6628

### **Emergency Contacts:**

On call supervisor  
Kerr McGee 24 hour emergency number  
One Call Emergency

Phone: (303) 559-4001  
Phone: (970) 506-5980  
Phone: 811