

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

This Easement, Right-of-Way and Surface Use Agreement ("Agreement") is entered into as of March 15th, 2010, by and between Richard D Winter and Linda Rae Winter, (collectively "Surface Owner"), whose address is 24959 Weld County Road 66, Greeley, CO 80631, and Kerr-McGee Oil & Gas Onshore LP, ("KMG"), with offices at 1099 18th St., Suite 1800, Denver, CO 80202 covering certain lands situated in Weld County, Colorado described as follows (the "Lands"):

Township 6 North, Range 64 West, of the 6th P.M.
Section 19: E/2SE/4

For and in consideration of the sum of ten dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree to the terms and provisions set forth as follows:

1. Waiver of Damages; Release of All Claims

Surface Owner hereby agrees to waive all damages associated with the drilling and completion of new oil & gas wells on the Lands. This waiver shall apply to any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMG drilling or completion operations or its continuing activities for the production or transportation of oil, gas, or other hydrocarbons or products associated with the foregoing including, but not limited to, surface use, access, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable or customary uses of land related to said operations or activities.

2. Relocation of Tank Battery

KMG hereby agrees to relocate, at its sole cost and expense, the existing tank battery located on the Lands, from the Current Tank Battery Site to the New Tank Battery Site as depicted on Exhibit "A", attached hereto and made a part hereof.

3. Grant of Right of Way and Easement

Surface Owner hereby grants, bargains, sells, assigns and conveys to KMG an easement and right-of-way for the purpose of constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines for each well drilled upon the Lands, pipelines, and pipeline interconnections for one year from the date of commencement of surface activities for drilling operations and so long thereafter as oil or gas is produced or capable of being produced from any well drilled on the Lands.

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

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

Surface Owner

Kerr-McGee Oil & Gas Onshore LP

By: Richard D Winter
Richard D Winter

By: Jane Ann Byroad
Jane Ann Byroad
as Agent & Attorney-In-Fact

By: Linda Rae Winter
Linda Rae Winter



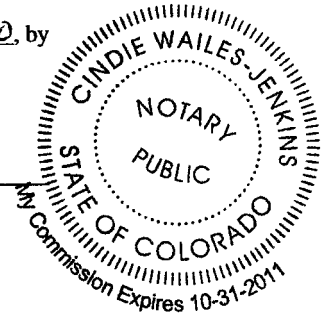
AFTER RECORDING RETURN
TO: MELISSA HENCMANN
KERR-MCGEE OIL & GAS ONSHORE LP
1099 18TH STREET, SUITE 1800
DENVER, CO 80202

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 16 day of March 2010, by Richard D. Winter.

Witness my hand and official seal.

Cindie Wailes-Jenkins
Notary Public



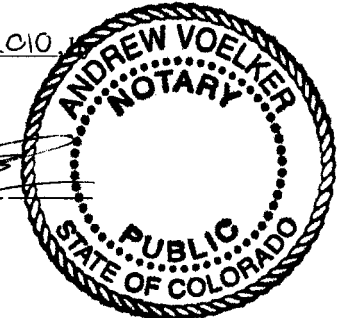
My commission expires 10-31-2011

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 16 day of March 2010, by Linda Rae Winter.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires 2/2/2011

My Commission Expires 02/02/2011

STATE OF TEXAS)
)ss
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me this 23 day of March, 2010, by Jane Ann Byroad, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said company.

Witness my hand and official seal.

Jeanine Palmer
Notary Public

My commission expires _____

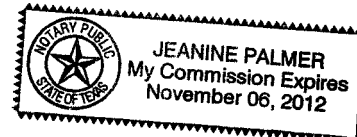


EXHIBIT A

Tank Battery Relocation
6 North, 64 West, Section 19
SESE

