

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 1<sup>ST</sup> day of MARCH, 2005, is made by and between the undersigned, Mark Reitzenstein and Kaye Reitzenstein, 22848 WCR 51, Kersey, CO 80644, herein called "Owner", and Patina Oil & Gas Corporation, 1625 Broadway, Suite 2000, Denver, Colorado 80919, herein called "Patina";

WHEREAS, Owner represents that they are the surface owners and in possession of an interest in part or all of the surface estate for the following described lands in Weld County, Colorado, said land herein called "Lands", to wit;

Township 4 North, Range 64 West, 6th P.M.  
Section 8: Center NW1/4

WHEREAS, Owner recognizes that Patina has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands and Owner and Patina desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage;

NOW, THEREFORE, in consideration of the ten dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Payment to Owner. Prior to commencement of drilling operations on the Lands, Patina shall pay Owner the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations, unless otherwise specifically provided herein:

A. \_\_\_\_\_ for the proposed wellsite, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsite.

B. If, by reasons directly resulting from the operations of Patina, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, such as (but not limited to) damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Patina, or Patina will pay reasonable compensation to Owner for such additional actual damage or equal to an amount necessary to reimburse the Owner for the reasonable costs to repair such actual damages.

C. Owner agrees to notify any surface tenant that may be affected by Patina's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as they shall mutually determine between themselves and Patina shall have no liability therefor.

2. Consultation. If requested by Owner, prior to heavy equipment operations on each wellsite, Patina's representative will meet and consult with Owner (or Owner's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities.

3. Patina Obligations. In conducting operations on the Lands, Patina shall:

A. Locate the wellsite, access road, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement.

B. Limit the size of each wellsite to approximately 350 feet by 400 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1/4 acre in size during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one-half acre in size upon completion of construction. Access roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to 15 feet in width.

C. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

D. Reclaim the wellsite as nearly as practicable to its original condition and if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless Patina and Owner mutually agree to postponement because of crop or other considerations. Cuttings and heavy solids from the wellbore will be dipped from the reserve pit and hauled off the property.

E. Use its best efforts to keep the well, Lands, and production facilities free of weeds and debris.

4. Waiver of Thirty Day Notice. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Patina to Owner when it initially gave notice of its intent to drill on the Lands.

5. Successors and Assigns. When the word Patina is used in this Agreement, it shall also mean the successors and assigns of Patina, including but not limited to its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, and may be executed in counterparts.

6. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Patina confidential and shall not disclose such information without the advance written consent from Patina. Patina may record a memorandum evidencing the existence of this Agreement.

7. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Weld County, Colorado.


8. Written Modifications/Notices. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

Owner: Mark Reitzenstein and Kaye Reitzenstein

By:

  
Mark Reitzenstein

  
Kaye Reitzenstein

TAX ID:

PATINA OIL & GAS CORPORATION

By:

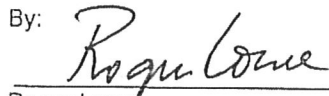
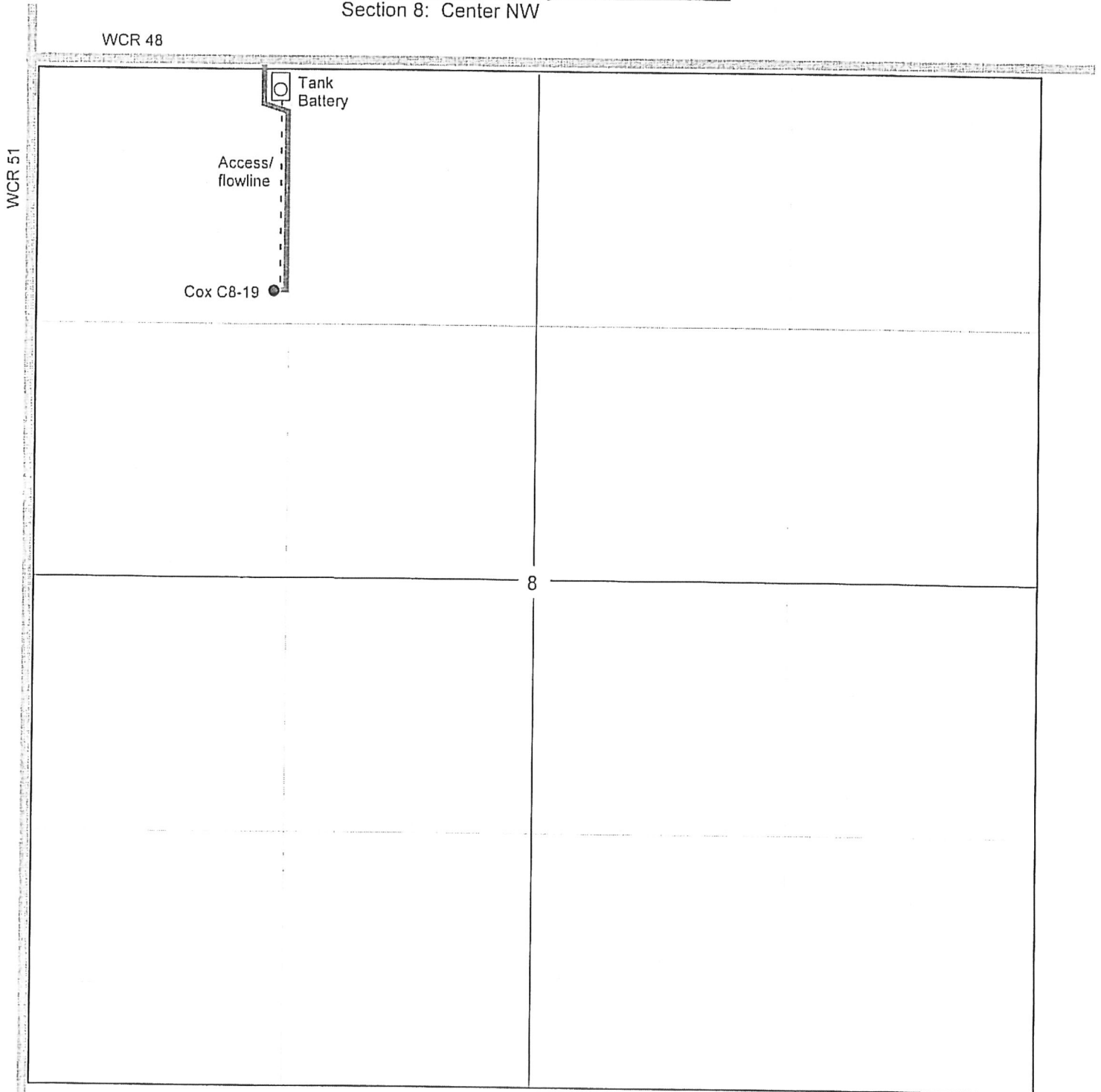
  
Roger Lowe  
Landman

EXHIBIT 'A'

Attached to and by reference made a part of that certain Surface Use Agreement dated March 1, 2005, by and between Patina Oil & Gas Corporation, as "Patina" and Mark Reitzenstein and Kaye Reitzenstein, as "Surface Owner" covering the following lands:

Township 4 North, Range 64 West, 6th P.M.  
Section 8: Center NW



NORTH

## MEMORANDUM OF AGREEMENT

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF WELD        )

This Memorandum is made this 16th day of January, 2006, by Noble Energy Production, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On March 1, 2005, Mark Reitzenstein and Kaye Reitzenstein ("Surface Owner") and Patina Oil & Gas Corporation entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Noble in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 4 North, Range 64 West, 6th P.M.  
Section 8: CNW/4  
Weld County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY PRODUCTION, INC.

By: \_\_\_\_\_

David W. Siple  
Attorney-In-Fact

STATE OF COLORADO       )  
CITY AND                        ) ss.  
COUNTY OF DENVER        )

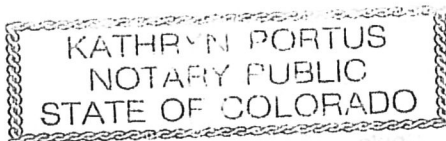
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2006, by David W. Siple as Attorney-In-Fact of Noble Energy Production, Inc.

[SEAL]

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

Kathryn Portus  
Notary Public

Cox C8-19D



MY COMMISSION EXPIRES 2/9/2009

RECEIVED

MAR 16 2006

RECORD CENTER