



SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 27th day of September, 2005, is made by and between the undersigned, Ed Orr and Susie Ann Orr, whose address is 826 9th Street Plaza, Greeley, CO 80631 herein collectively called "Owner", and Noble Energy Production, Inc., 1625 Broadway, Suite 2000, Denver, Colorado 80202, herein called "Noble";

WHEREAS, Owner represents that they are the owner 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 6 North, Range 67 West, 6th P.M.
Section 36: S1/2

WHEREAS, Noble represents that it has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands; and proposes to drill the State M 36-9, State M 36-13, State M 36-15, State M 36-11 and State M 36-25 wells on the Lands (the "Wells").
and

WHEREAS, Owner and Noble 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, Owner and Noble agree as follows:

1. **No Payment to Owner.** Owner and Noble agree that no sum is due Owner to satisfy any 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 in connection with the Wells, unless otherwise specifically provided herein or in a separate letter agreement between the parties, or unless Noble uses areas of the surface of the Lands other than the Wellsites (as defined below), pipeline routes and access roads specified in this Agreement.

A. If, by reasons directly resulting from the operations of Noble there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, including, 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 Noble, or Noble will pay reasonable compensation to Owner for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

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B. Owner agrees to notify any surface tenant that may be affected by Noble's operations with respect to the Wells on the Lands and Noble shall have no liability therefor.

2. Consultation. Noble representatives have previously consulted with Owner relating to the Wells subject to this Agreement and have agreed that, if requested by Owner, prior to heavy equipment operations on each wellsite, Noble'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. Noble Obligations. In conducting operations on the Lands, Noble shall:

A. Locate the wellsites, access roads, 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 300 feet by 250 feet, at the location specified on **Exhibit "A"** (the "Wellsite") 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 Noble and Owner mutually agree to postponement because of crop or other considerations.

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

F. To directionally drill the State M 36-9 Well to a bottom-hole location in the NE/4SE/4; the State M 36-13 Well to a bottom-hole location in the SW/4SW/4; the State M 36-15 Well to a bottom-hole location in the SW/SE/4; and the State M 36-25 Well to a bottom-hole location near the center of the SW/4, each in said Section 36. Each such well shall be Noble's single well assigned to the "drilling window" established by the Colorado Oil and Gas Conservation Commission in each such quarter-quarter-section or quarter section noted in this subparagraph F, as to all formations, and other than may

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be expressly set forth herein, Noble hereby releases and conveys to Owner its rights to use the surface of such lands.

G. Not use any other portion of the surface of the Lands in connection with the drilling or production of the Wells, other than those areas identified on Exhibit "A."

H. Promptly repair any damage caused to Owner's roads which is caused by Noble's operations on the Lands; promptly close any gates which Noble utilizes to access the Lands (except when cattle guards are installed by Noble during drilling operations only); and in any irrigated areas, to bury any pipelines below plow depth.

I. Ingress to and egress the Lands using only the north entrance to such Lands.

4. Waiver of Thirty Day Notice. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Noble to Owner when it initially gave notice of its intent to drill the Wells on the Lands. Owner does not otherwise waive the application of any law or regulation, including any rule of the Colorado Oil and Gas Conservation Commission.

5. Successors and Assigns. When Noble is used in this Agreement, it shall also mean the successors and assigns of Noble, as well as 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 Owner and Noble and may be executed in counterparts.

6. Confidentiality. Except to the extent disclosure is required by law, the parties agree to keep the amount of consideration paid hereunder confidential and shall not disclose such information without the advance written consent of the other party. Noble 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.

(Signatures on following page)

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10.

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

Owner:

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Ed Orr

SS#:

Susie Ann Orr

Susie Ann Orr

SS#

NOBLE ENERGY PRODUCTION, INC.

By: David W. Siple
Attorney-in-Fact

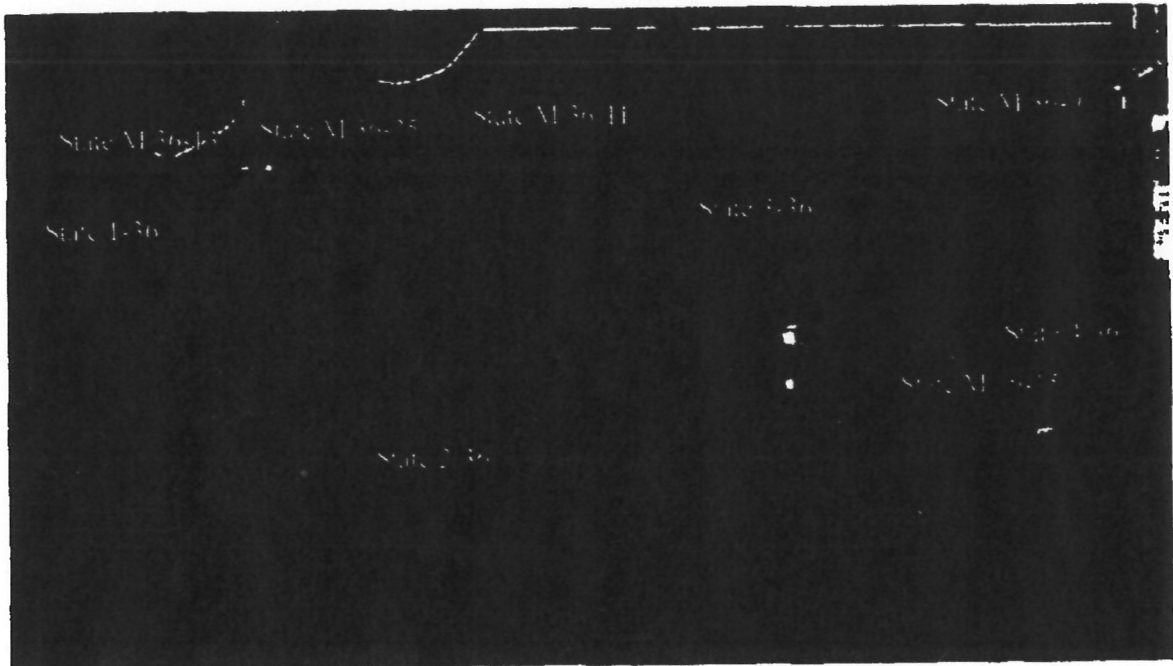
EIN#

EXHIBIT "A"

ad Susie Ann Orr

Attached to and by reference made a part of that certain Surface Use Agreement dated Sept. 27, 2005, by and between Ed Orr as "Owner" and Noble Energy Production, Inc. as "Noble" covering the following lands:

Township 6 North, Range 67 West, 6th P.M.
Section 36 : S 1/2



LEGEND

- New Well site
- New Production Tank
- New Separator
- Existing Production Tank
- Existing Separator
- Existing Well site
- Flow line
- Access road

NORTH



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S.O. 20