

SURFACE USE AGREEMENT

**COPY**

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 9th day of May, 2013 ("Effective Date"), is made by and between the undersigned, Dinner Lazy D Farm, LLC, whose address is 1814 14th Avenue, Greeley, Colorado 80631, ("Owner"), and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Noble").

WHEREAS, Owner represents that it is the surface 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 65 West, 6th P.M.:  
Section 14: W/2SW/4

As further depicted on Exhibit "B" attached hereto and by this reference incorporated herein, and

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

WHEREAS, Noble anticipates conducting oil and gas operations on the Lands covering the following named wells: EAGLE E14-63-1HN, EAGLE E14-62-1HN, EAGLE E14-79HN, EAGLE E14-64-1HN, EAGLE E14-65-1HN, EAGLE E14-67-1HNA, EAGLE E14-67-1HNC, TAHOMA E22-69HC, SENECA E15-72-1HN, SENECA E15-72-1HC, RELIANCE E23-79HN (collectively, the "Wells"); and

WHEREAS, Noble also wishes to conduct additional operations on the Lands consisting of 12.7 acres, more or less as depicted on Exhibit "A" for utilization of the operations pertaining to the developing, operating and maintaining the above described Oil and Gas Wells and any additional wells on the Lands, which 12.7 acre parcel is sometimes referred to as Exhibit "A" for the Oil and Gas Operations Area (former Livestock Feeding structure area) (the "Additional Activities") and has requested that Owner provide Noble with the right to exclusive use of that portion of the Lands denominated as the Oil and Gas Operations Area (as defined below); and

WHEREAS Noble therefore wishes to use the Oil and Gas Operations Area consisting of the 12.7 acres as more fully described in Exhibit "A" attached hereto and by this reference incorporated herein. It is nevertheless understood and recognized by the parties that the exclusivity granted by Owner to Noble pertaining to the occupancy and use by Noble of the 12.7 acre parcel does not imply or provide that no crops shall be planted, grown and harvested on the current irrigated acreage of the W1/2SW1/4 of said Section 14, Township 6 North, Range 65 West of the 6<sup>th</sup> P.M., Weld County Colorado, or the E1/2SW1/4 of said Section 14, Township 6 North, Range 65 West of the 6<sup>th</sup> P.M., Weld County Colorado, by or from Owner provided that any crops shall not interfere with the Wells. .

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

1. Payments to Owner.

A. Prior to commencement of drilling operations on the Lands, Noble shall pay Owner the sums set forth in a side letter (the "Letter Agreement") executed simultaneously with this Agreement (the "Payment"). Such sums shall be considered as payment for the extensive use of the Lands by Noble for the Additional Activities referenced above, as well as settlement and satisfaction of ordinary damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning operations for the Wells, together with the installation, operation and maintenance of the associated flowlines, access roads and production facilities within the Lands, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores located on the Lands, unless otherwise specifically provided in this Agreement. Such Payment shall compensate Owner for: (i) each proposed well located on the Lands in which Owner owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsite; (ii) a subsurface easement as set forth below and (iii) utility easements to third parties which may be necessary for the operation of an electric motor on a pump jack. Provided, however, that notwithstanding anything else in this Agreement, such Payment shall not be claimed, nor deemed, to satisfy any obligations Noble may have to Owner, or to any other person, entity, or party, pursuant to the provisions of Paragraphs 1.B., 5, and/or 7 of this Agreement, nor pursuant to any Environmental Law, Rules or Regulations.

B. In addition to the Payment called for under the Letter Agreement, if, by reasons directly resulting from the operations of Noble, there is damage to real or personal property upon the Lands including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage shall be promptly and adequately repaired or replaced by Noble, or Noble shall also pay reasonable compensation to Owner for such additional actual damage or an amount equal to the reasonable costs to repair or replace such actual damages.

C. Owner agrees to notify any surface tenant that may be affected by Noble'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 Noble shall have no liability therefore.

D. By entering into this Agreement, Noble will make the Payment for the well or wells drilled pursuant to this Agreement. Noble is not obligated by the terms of this Agreement, however, to drill any Well. If Noble does not become obligated under this Agreement to make a Payment for at least one Well contemplated in this Agreement on or before the second anniversary of the Effective Date then this Agreement shall terminate on the second anniversary of the Effective Date.

E. Owner grants consent to Noble to locate within the Oil and Gas Operations Area consisting of the 12.7 acre Operations Area, and such additional acreage as shall be mutually agreed upon by the parties for drilling of additional wells of any horizontal well greater than 50 feet from an existing well pursuant to COGCC Rule 318A.(c.) Owner grants consent to Noble to locate within the Oil and Gas Operations Area consisting of the 12.7 Operation Area, a horizontal well outside of the GWA windows as defined in COGCC Rule 318A(a). In connection with such Wells, Owner shall grant Noble any necessary property line waivers required under COGCC Rule 603 and to grant to Noble waivers as to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement. Additionally, Owner shall grant Noble waivers or consents to any requirement or regulation that may prohibit or interfere with obtaining any necessary permits to drill a horizontal well within the Oil and Gas Operations Area, consisting of the 12.7 acre Operation Area. Owner understands that Noble may provide a copy of this Agreement in order to obtain an exception location or variance from the COGCC rules or from a local jurisdiction. Owner also agrees that it will not object in any forum to the use by Noble of the surface of the Oil and Gas Operations Area consistent with this Agreement and that it will also provide Noble with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

2. Term. The term of this Surface Use Agreement shall commence as of May 9, 2013 and shall terminate on the later of (i) May 9th, 2043, or (ii) upon the cessation of Oil and/or Gas production on the Lands, as well as to ensure completion of reclamation of the Lands as provided in Paragraph 5.A.iv below.

3. Use of Lands.

A. Owner shall set aside and provide to Noble for Noble's exclusive use that portion of the Lands consisting of approximately 12.7 acres as depicted and described on the attached Exhibit "A" (the "Oil and Gas Operations Area"). The Oil and Gas Operations Area, as well as areas for structures, access roads and pipelines agreed to by the parties as provided below (the "Structures," "Access Roads" and "Pipelines," respectively) shall be made available to Noble in their present condition for any operations conducted by Noble in connection with Well operations to be conducted hereunder. Nothing contained in this section shall be construed as prohibiting Noble from exercising any right it has to use the surface of the Lands outside of the Oil and Gas Operations Area, Access Roads, and Pipelines pursuant to any mineral lease, mineral deed or similar instrument granting Noble the right to develop the mineral estate. Noble shall consult with Owner concerning the location of future Structures, Access Roads and Pipelines not presently depicted on the attached Exhibit "A", and obtain approval of Owner concerning matters pertaining to same. Such approval will not be unreasonably withheld by Owner.

B. The Parties agree and acknowledge that four (4) of the Wells depicted in Exhibit "B" will be located on the Lands but outside the Oil and Gas Operations Area. Well sites, Access Roads and Pipelines associated with these four (4) Wells will be located outside the Oil and Gas Operations Area. All other uses associated with the four (4) Wells outside the Oil and Gas Operations Area will be handled by the facilities within the Oil and Gas Operations Area.

C. Noble shall have the right to drill any future wells on the lands as described in the existing recorded Oil and Gas Leases covering the SW1/4 and the S1/2N1/2 of said Section 14, Township 6 North, Range 65 of the 6<sup>th</sup> P.M., Weld County, Colorado, including horizontal and directional wells that produce from and drain all or portions of the Property or any adjacent properties, provided that such locations must be permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC or to the extent Owner consents to modify Exhibit "A" hereto, subject to the well spacing as set forth in such Exhibit "A". As part of the consideration for this Agreement, Owner hereby waives its right to, and covenants that Owner shall not protest or object to any such exception location or application for the same by Noble, provided that such exception location is otherwise consistent with this Agreement. The bottom hole locations for each of the future wells will be determined by Noble in the ordinary course of Noble's economic, engineering and geologic evaluations of potential oil and gas well drill sites.

D. Noble is also hereby granted a subsurface easement, during the term of this Agreement, for passage of any portion of any well bore for any of the future wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the well bore and all structures appurtenant thereto.

4. Consultation. Prior to heavy equipment operations on each wellsite, Noble's representative will consult with Owner (or Owner's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities.

5. Noble Obligations.

A. In conducting operations on the Lands, , Noble shall:

i. Locate wellsites, access roads, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "B" attached hereto and by this reference made a part of this Agreement.

ii. Limit the size of the drill pad to approximately six (6) acres per well during any drilling, completion, recompletion or workover operations and to no more than one (1) acre in size per well during other periods. The area required for any tank battery location associated with each well shall be limited to approximately two acres in size per well during construction and one acre in size per well upon completion of construction. Access roads shall be limited to approximately thirty (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 twenty (20) feet in width.

iii. 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.

iv. Reclaim the wellsite as nearly as practicable to its original condition and if the location is in pasture, reseed the location with native grasses, as provided in Paragraph 5.B. below. Weather permitting, reclamation operations shall be completed

within six months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

v. Use reasonable efforts to keep the well, Lands, Structures, Access Roads, Pipeline areas and production facilities free of weeds and debris.

B. Regarding a wellsite that is located in alfalfa fields, the Owner shall have the option to either have Noble reseed the affected area at Noble's sole cost, risk and expense, or may reseed the affected area itself and receive payment from Noble in the amount specified in the Letter Agreement upon notice of such reseeded by Owner. Such payment will constitute Owner's acceptance of responsibility for compliance with COGCC Rule 1003.e.(1), Revegetation of Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established. Regarding a wellsite that is located in pasture or non-crop land, the Owner shall have the option to either have Noble reseed the affected area at Noble's sole cost, risk and expense, or may reseed the affected area itself and receive payment from Noble in the amount specified in the Letter Agreement upon notice of such reseeded by Owner. Such payment will constitute Owner's acceptance of responsibility for compliance with COGCC Rule 1003.e.(2), Revegetation of Non-Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established. Payment by Noble pursuant to this Paragraph 5 shall be in addition to the payments called for under Paragraph 1 of this Agreement.

C. For wellsite(s) located within irrigated crop lands, the parties herein agree that Owner shall give Noble not less than thirty (30) days' notice of the beginning date of Owner's irrigated crop season ("Crop Season Beginning Date"), except as to the current irrigated crop season. Noble shall use all reasonable efforts to complete its operations prior to Owner's Crop Season Beginning Date for a given year; however, if Noble's operations extend beyond the Crop Season Beginning Date in a given year Noble will compensate Owner for Owner's crop loss at the per acre rate specified in the Letter Agreement for irrigated crop lands that Owner is unable to irrigate due to Noble's operations on the Lands extending beyond the Crop Season Beginning Date. This payment, if made, would be in addition to the Payment described in Paragraph 1 of this Agreement.

D. Noble agrees at its sole cost and expense to move the existing water line located on the premises to such nearby location as shall be determined by Owner, with such change of location to be made within three (3) months after receiving written notification thereof from the Owner.

E. Noble will properly, adequately and diligently remove and dispose of, pursuant to environmental standards, all concrete, wood and other materials not sold or provided to third parties or disposed of by Owner.

F. Noble agrees that upon termination of the use of the above described Oil and Gas Operations Area, Noble shall at its sole cost and expense within a reasonable time period thereafter, but in any event no later than six (6) months after such termination of use of said Oil and Gas Operation Area for the purposes as described in this project, Noble shall remove all of its facilities and structures and restore said premises by regrading and reseeded.

6. 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 Noble initially gave notice of its intent to drill on the Lands.

7. Environmental Indemnity.

A. Noble shall protect, defend, indemnify, and hold harmless Owner, Owner's successors and assigns, and any subsequent owner of all or any portion of the Property from and against any Environmental Claims relating to or arising solely out of Noble's activities under: (i) the Oil and Gas Lease heretofore executed by Albert J. Dinner and Melvin Dinner as Lessors; and (b) any oil or gas operations conducted by Noble in, on, under, or across the Oil and Gas Operations Area, Access Roads and/or other property described in such Oil and Gas Lease pursuant to this Surface Use Agreement.

B. Owner acknowledges that the Lands have heretofore been used as a livestock feedlot prior to occupancy of the Lands by Noble. Owner shall fully protect, defend, indemnify and hold harmless Noble, along with any of Noble's successors or assigns, from any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Claims") arising from or related to the prior use of the Property as a livestock feedlot. Noble shall have the right but not the obligation to conduct an environmental investigation of the Property, which may include taking physical samples of surface or subsurface soil or water from the Property.

C. Except for the prior use of the Lands as a livestock feedlot, Owner represents that Owner has no actual or constructive knowledge of any material latent condition or defect on the Lands that would subject Noble to an Environmental Claim.

D. "Environmental Claims" shall mean 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 Lands or ownership or exercise of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines, damages, claims, costs, liabilities, judgments, losses, and penalties associated therewith, including, but not limited to, any Claims arising from Environmental Laws, as well as reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims. Environmental Claims shall 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.

E. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order (whether currently existing or hereafter adopted) of any federal, state or local governmental authority(ies), 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, et seq.), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.).

6. 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.

7. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Noble may record a memorandum evidencing the existence of this Agreement, but in all other respects its terms and conditions shall be held confidential by the parties.

8. 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.

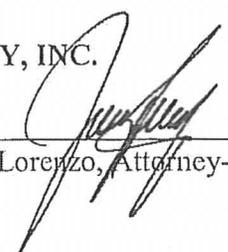
9. Written Modifications/Notices. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

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

OWNER: DINNER LAZY-D FARM, LLC

By:   
Glen A. Dinner, Managing Member

NOBLE ENERGY, INC.

By:   
Joseph H. Lorenzo, Attorney-In-Fact

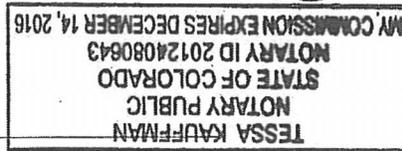
NS BC  
JLM

STATE OF COLORADO )  
 ) §  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 14 day of May, 2013, by  
Glen A. Dinner as Managing Member of Dinner Lazy D Farm, LLC

WITNESS my hand and official seal.

Jessie Kaufman  
Notary Public



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

STATE OF COLORADO )  
 ) §  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2013, by  
Joseph H. Lorenzo as Attorney-in- Fact of Noble, Energy, Inc., a corporation.

WITNESS my hand and official seal.

Jessie Lytle  
Notary Public

My Commission Expires: 10/19/2015

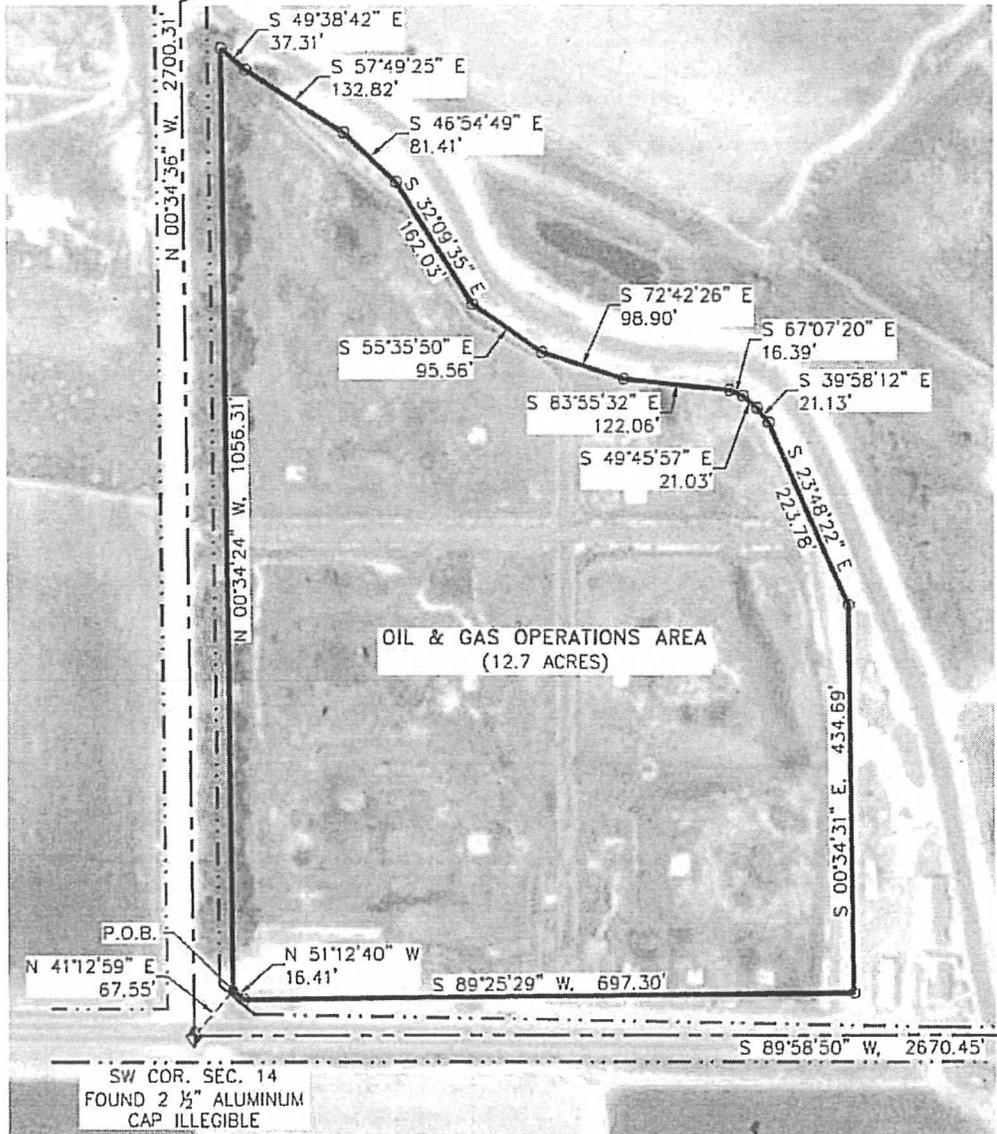


**EXHIBIT 'A'**

LOCATED IN THE SOUTH WEST ONE-QUARTER OF THE SOUTH WEST ONE-QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

ATTACHED TO AND MADE PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED THE 9<sup>th</sup> DAY OF MAY, 2013, BY AND BETWEEN DINNER LAZY D FARM, LLC, AS "OWNER" AND NOBLE ENERGY, INC. AS "NOBLE" COVERING THE FOLLOWING LANDS:

W 1/4 COR. SEC. 14  
FOUND 3 1/2" ALUMINUM  
CAP LS 7242

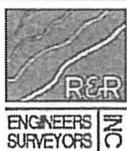


S 1/4 COR.  
SEC. 14  
CALCULATED  
POSITION

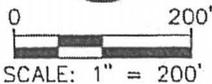
NOTE: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83. THE LINEAL DIMENSIONS SHOWN HEREON ARE BASED UPON THE "U.S. SURVEY FOOT".

**LEGEND**

- ◆ FOUND MONUMENT
- ◇ CALCULATED POSITION



FIELD DATE: 03/11/13
PLOT DATE: 03/19/13
DRAWN BY: CJD
JOB NO.: NE12383
SHEET NO.: 1 of 2



I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, THAT THE FIELD WORK WAS COMPLETED ON 03/11/13, FOR AND ON BEHALF OF NOBLE ENERGY INC., THAT IT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR ESTABLISHMENT OF FENCES, BUILDINGS, OR OTHER FUTURE IMPROVEMENT LINES.



DAVID C. HOLMES, PLS 32828  
FOR AND ON BEHALF OF R&R ENGINEERS-SURVEYORS, INC.

EXHIBIT 'A'

LOCATED IN THE SOUTH WEST ONE-QUARTER OF THE SOUTH WEST ONE-QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

ATTACHED TO AND MADE PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED THE 9<sup>th</sup> DAY OF may, 2013, BY AND BETWEEN DINNER LAZY D FARM, LLC, AS "OWNER" AND NOBLE ENERGY, INC. AS "NOBLE" COVERING THE FOLLOWING LANDS:

A PARCEL OF LAND LOCATED IN THE SOUTH WEST ONE-QUARTER OF THE SOUTH WEST ONE-QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 14 BEARS SOUTH 41' 12' 59" WEST, 67.55 FEET; THENCE RUNNING AS FOLLOWS:

- NORTH 00° 34' 24" WEST, 1056.31 FEET;
- THENCE SOUTH 49° 38' 42" EAST, 37.31 FEET;
- THENCE SOUTH 57° 49' 25" EAST, 132.82 FEET;
- THENCE SOUTH 46° 54' 49" EAST, 81.41 FEET;
- THENCE SOUTH 32° 09' 35" EAST, 162.03 FEET;
- THENCE SOUTH 55° 35' 50" EAST, 95.56 FEET;
- THENCE SOUTH 72° 42' 26" EAST, 98.90 FEET;
- THENCE SOUTH 83° 55' 32" EAST, 122.06 FEET;
- THENCE SOUTH 67° 07' 20" EAST, 16.39 FEET;
- THENCE SOUTH 49° 45' 57" EAST, 21.03 FEET;
- THENCE SOUTH 39° 58' 12" EAST, 21.13 FEET;
- THENCE SOUTH 23° 48' 22" EAST, 223.78 FEET;
- THENCE SOUTH 00° 34' 31" EAST, 434.69 FEET;
- THENCE SOUTH 89° 25' 29" WEST, 697.30 FEET;
- THENCE NORTH 51° 12' 40" WEST, 16.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 12.7 ACRES MORE OR LESS AND IS SUBJECT TO AND TOGETHER WITH EASEMENTS AND RIGHTS OF WAY AS GRANTED OR RESERVED BY INSTRUMENTS OF RECORD.

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, THAT THE FIELD WORK WAS COMPLETED ON 03/11/13, FOR AND ON BEHALF OF NOBLE ENERGY INC., THAT IT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR ESTABLISHMENT OF FENCES, BUILDINGS, OR OTHER FUTURE IMPROVEMENT LINES.

NOTE: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83. THE LINEAL DIMENSIONS SHOWN HEREON ARE BASED UPON THE "U.S. SURVEY FOOT".



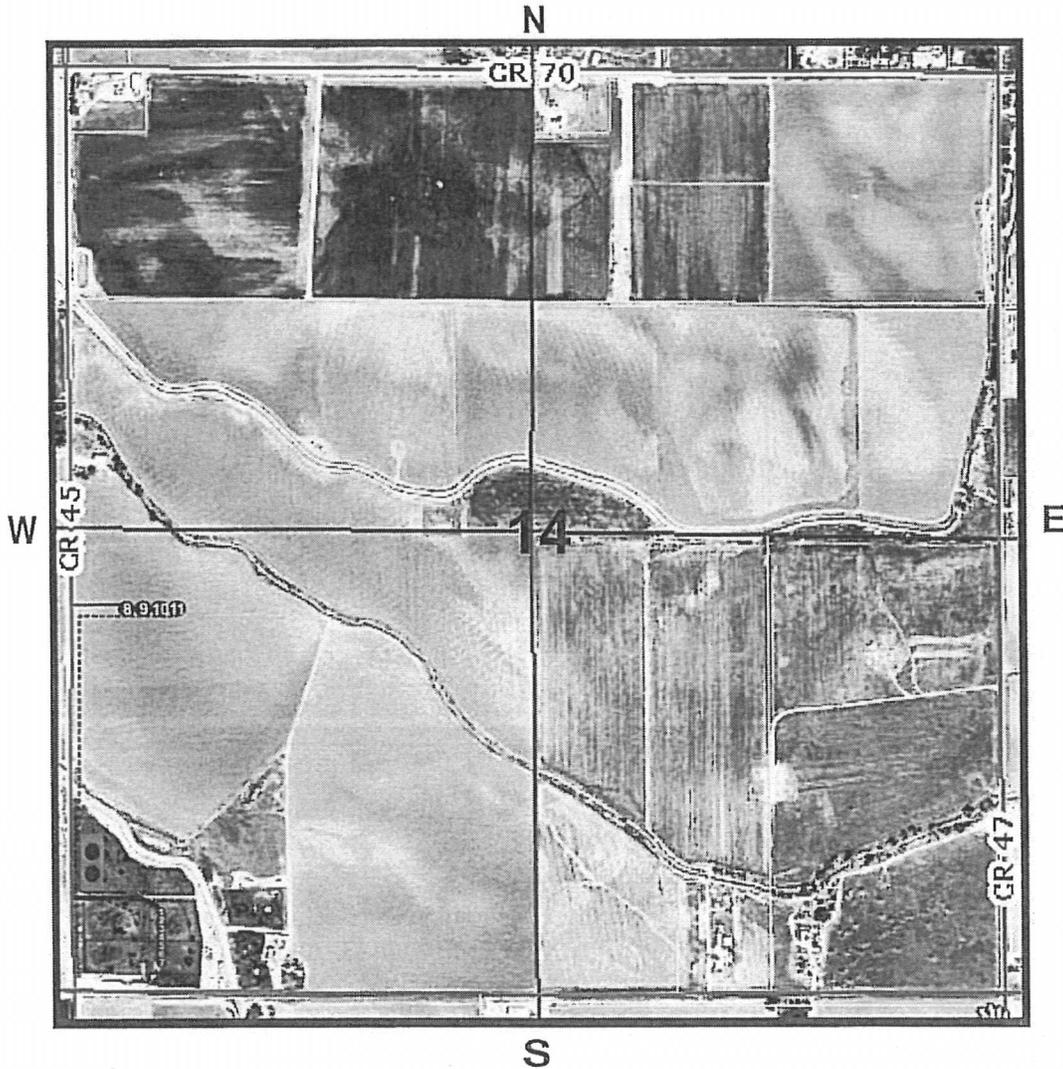
	FIELD DATE: 03/11/13
	PLOT DATE: 03/19/13
	DRAWN BY: CJD
	JOB NO.: NE12383
	SHEET NO.: 2 of 2

DAVID C. HOLMES, PLS 32828  
FOR AND ON BEHALF OF R&R ENGINEERS-SURVEYORS, INC.

## Exhibit "B"

Attached to and by reference made a part of that certain Surface Use Agreement dated       
MAY 9<sup>th</sup>, 2013, by and between Dinner Lazy D Farm, LLC as "Owner", and Noble Energy, Inc.  
as "Noble" covering the following lands:

Township 6 North, Range 65 West, 6th P.M.  
Section 14: W/2SW/4  
Weld County, Colorado



1. Eagle E14-63-1HN
2. Eagle E14-62-1HN
3. Eagle E14-79HN
4. Seneca E15-72-1HN
5. Seneca E15-72-1HC
6. Tahoma E22-69HC
7. Reliance E23-79HN
8. Eagle E14-67-1HNC
9. Eagle E14-64-1HN
10. Eagle E14-67-1HNA
11. Eagle E14-65-1HN

Road Access 

Flowline 

Tank Battery 