

 **COPY**

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 22nd day of August, 2012, is made by and between the undersigned, David A. Petrocco and Susan K. Petrocco, whose address is 14110 Brighton Road, Brighton, Colorado 80601, herein collectively called "Owner", and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, herein called "Noble";

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 66 West, 6th P.M.
Section 32: N/2NE/4;

covering the following named well: HEITMAN FEDERAL K32-68-1HNM. ("Well")

WHEREAS, Owner recognizes that Noble has the right to conduct 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;

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

1. Payment to Owner. Prior to commencement of drilling operations on the Lands, except as provided in Paragraph B below Noble 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, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning operations for the one Well together with the installation, operation and maintenance of the associated flowline(s), access roads and production facilities, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores unless otherwise specifically provided herein:

A.

for:

i. The proposed wellsite 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 permanent subsurface easement for passage of any portion of the wellbore, whether producing or non-producing, including the right to occupy and use the subsurface and the subsurface pore space displaced by the wellbore and all structures appurtenant thereto;

iii. Utility easements from third parties which may be necessary for the operation of an electric motor on a pump jack.

B. 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, within 30 days after the damage occurred.

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. Owner grants consent to locate the Horizontal Well greater than 50 feet from an existing well pursuant to COGCC Rule 318A.(c.) Owner grants consent to locate the proposed Horizontal Well outside of the GWA windows as defined in COGCC Rule 318A(a). Owner shall grant any necessary property line waivers required under COGCC Rule 603 and to grant 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 waivers or consents to any requirement or regulation that may prohibit or interfere with obtaining any necessary permits to drill the Horizontal Well. 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 Property 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, so long as the Owner incurs no costs or expenses

DMP
8/1

2. Consultation. Owner And Noble's representative have met 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 wellsite ("Operations Area"), 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. In addition Noble will not locate Operations Area where it will interfere with any existing irrigation sprinkler system.

B. Limit the size of the Operations Area to approximately six (6) acres during any drilling, completion, recompletion or workover operations and shall be no more than one (1) acre in size per well during other periods. The tank battery location associated with the well shall be limited to approximately one-half 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 fifteen (15) feet in width. Noble shall secure an access easement from the neighboring Aka Energy to use the road on the east side of their property so as to use less of Owner's surface property.

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

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

F. Regarding a wellsite that is located in alfalfa fields, the Surface Owner shall have the option to either have Noble reseed the affected area at Noble sole cost, risk and expense, or reseed the affected area itself and receive payment from Noble in the amount of _____ upon notice of such reseeding by Surface Owner. Such payment will constitute Surface 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.

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 on the Lands.

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. 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.

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.

9. Noble agrees to conduct drilling, completion, and subsequent operations from October 15 through March 22. At all other times, excluding emergency and urgent "well maintenance" Noble may conduct said operations only with advance permission of Owner.

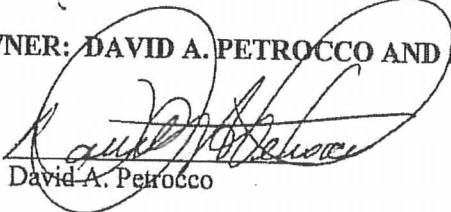
10. Indemnification. Noble agrees to hold Owner harmless from any claims, which may arise as a result of Lessee's Operations on the Lands. Noble shall indemnify and hold Owner harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Noble's operations on the Lands including, but not limited to, environmental issues, erosion, sedimentation, surface damage, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, strict liability, or statutory liability. Noble further covenants and agrees to defend any suits brought against Owner on any claims, and to pay any judgment against Owner resulting from any suit or suits, together with all costs and expenses

relating to any claims, including reasonable attorney's fees, arising from Noble's operations on the Lands. Owner, if it so elects, shall have the right to participate in its defense in any suit or suits in which it may be a party, inclusive of using separate counsel due to any conflicts that may arise, without relieving Noble of the obligation to defend Owner. Owner shall have the right to employ separate counsel in any action, suit or proceeding if, in accord with applicable codes or rules of attorney conduct, there would be an unwaivable or unwaived conflict of interest between Noble and Owner so that they cannot be represented by the same counsel and, under such circumstances, the fees and expenses of such separate counsel shall be paid solely by Noble.

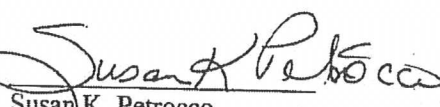
AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER: DAVID A. PETROCCO AND SUSAN K. PETROCCO

By:

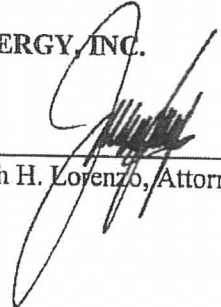

David A. Petrocco

By:


Susan K. Petrocco

NOBLE ENERGY, INC.

By:


Joseph H. Lorenzo, Attorney-In-Fact

sc RL
LCM

Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated AUGUST 22, 2012, by and between David A. Petrocco and Susan K. Petrocco, as "Owner" and Noble Energy, Inc. as "Noble" covering the following lands:

Township 4 North, Range 66 West, 6th P.M.

Section 32: N/2NE/4

Weld County, Colorado

N

