

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 15<sup>th</sup> day of September, 2008, is made by and between the undersigned, Arlen E. Anderson and Vickie S. Anderson, whose address is 35197 Cornerstone Way, Windsor, Colorado 80550, herein 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 6 North, Range 65 West, 6th P.M.  
Section 2: NW/4  
ANDERSON E02-03  
ANDERSON E02-19

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 ten dollars 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, 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, completion, deepening, refracing, recompletion, reworking, equipping and production operations, unless otherwise specifically provided herein:

A. [REDACTED] for each of the proposed wellsites 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 wellsites.

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.

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 therefor.

2. Consultation. 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 wellsites, 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 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 wellsites 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. It is understood between the parties herein that Noble shall, to the extent possible, expedite the drilling and completion operations with the intent being to not interfere with Owner's 2009 agriculture planting operations on the lands. As soon as conditions permit following the completion of well drilling and completion operations conducted by Noble upon the Lands, all portions of the Lands affected by said operations that are not necessary for the continued operations of the subject wells shall be restored as nearly as practicable by Noble, at Noble's expense, to the conditions that existed prior to the commencement of said operations. Said restorations shall be completed to Owner's reasonable satisfaction prior to March 15, 2009, however, Owner may extend the restorations completion date beyond March 15, 2009 if conditions beyond Noble's control prevent Noble from complying with this provision. All equipment and all items, materials, liquids and substances of any kind, nature and composition, and all combinations thereof, associated with operations conducted by Noble not necessary for the continued operations of the subject well, shall be removed from the Lands. Noble, at its expense, shall replace contaminated soils with uncontaminated soils of a similar kind and quality. All soils and excavated pipeline trenches and fluid pits shall be allowed to dry sufficiently to minimize soil compactions during reclamations operations. All excavated soils shall be returned to the relative positions where they were located prior to

excavation, and the surface of the entire drilling site shall be contoured and leveled to the condition that existed prior to the commencement of operations by Noble upon the Lands. The surface of the entire drillsite area shall be ripped to a depth of one and one-half (1½) times the depth of the zoned of soil compaction when the soil moisture content is below thirty-five percent (35%) of field capacity. If perennial vegetations upon the Lands is damaged or destroyed by operations conducted by Noble, Noble shall use reasonable efforts to reestablish such vegetation to the condition that existed prior to the commencement of operations.

E. Use reasonable efforts to keep the wells, 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 Seven Hundred and Fifty Dollars (\$750.00) upon notice of such reseeding by Surface Owner. Such payment will constitute Surface Owner's acceptance of responsibility for compliance with Colorado Oil & Gas Conservation Commission 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.

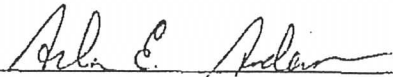
6. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Noble may record a memorandum evidencing the existence of this Agreement.

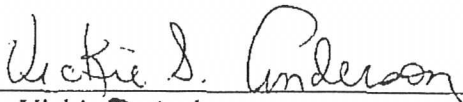
7. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Weld County, Colorado.

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.

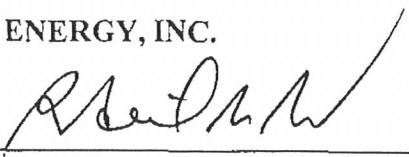
AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER: ARLEN E. ANDERSON AND VICKIE ~~D.~~ ANDERSON  
S.

By:   
Arlen E. Anderson

By:   
Vickie ~~D.~~ Anderson  
S.

NOBLE ENERGY, INC.

By:   
P. David Padgett  
Manager of Lands, D.J. Basin

## Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated 15th of September, 2008, by and between Noble Energy, Inc. as "Noble" and Arlen E. Anderson and Vickie S. Anderson, as "Surface Owner" covering the following lands:

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

