

**SURFACE USE AGREEMENT AND GRANT OF EASEMENT
OM 109261**

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 10th day of December, 2014, ("Effective Date") is made by and between the Colorado State Board of Land Commissioners, whose address, for purposes of this Agreement, is 1127 Sherman St., #300, Denver, CO 80203 ("Owner"), and NOBLE ENERGY, INC., a Delaware corporation, the address of which, for purposes of this Agreement, is 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Noble"). Owner and Noble are each a "Party" and collectively are the "Parties."

RECITALS

A. Noble represents that it owns the operating rights and leasehold rights on Owners oil and gas lease no. 7879.70 dated 11/20/68 and Noble has presented documented evidence of agreement from Lessee of Record, Hunt Oil Company, to support this representation. Noble and Owner further acknowledge that no provision of this Agreement shall modify, change, extend, amend, or otherwise affect the rights and obligations pursuant to oil and gas lease no. 7879.70.

B. Owner represents that it owns the surface estate for the following described lands in Weld, Colorado, said lands herein referred to as the "Property":

Township 2 North, Range 64 West, 6th P.M.
Section 16: S/2N/2, N/2S/2.

C. Noble desires to use the Property, and Owner and Noble desire to address the terms and conditions of such use in connection with Noble's development of oil and gas prospects from the mineral leasehold estate, some or all of which is now owned by Noble. Owner recognizes that Noble's conducting oil and gas operations on the Property includes but is not limited to the following: permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, water recycling, exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning of wells, together with accessing, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities including gathering, storage, and processing facilities, as well as associated flowlines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to only vertical, directional, horizontal or lateral wellbores drilled from the well pads located on the Exclusive Area ("Operations"), limited to and as depicted on Exhibit A.

D. Owner and Noble desire to mitigate any surface damage to the Property and to set forth their agreements with respect to Operations on the Property, to accommodate Operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Property.

E. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Property by Owner and Operations conducted by Noble.

F. The Parties intend that, for purposes of this Agreement, references to Noble and Owner include their respective assigns and successors, even if assigns and successors are not specifically referenced.

G. This Agreement is subject to any existing rights of Noble in or to the Property pursuant to any mineral lease, mineral deed or similar instrument granting rights to develop the mineral estate.

AGREEMENT

NOW, THEREFORE, [REDACTED] and other valuable consideration, the covenants made in this Agreement and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby confessed and acknowledged, the Parties agree as follows:

Section 1. Term of Agreement.

Each of the Parties covenants and agrees that it shall strictly observe the terms and conditions regarding surface occupancy set forth in this Agreement. This Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall continue in full force and effect until the later to occur of (i) permanent cessation of Operations being conducted on the Property, or (ii) the date that is five years from the Effective Date (the "Term"), and in either event, Noble has plugged and abandoned all wells owned or operated by Noble and has complied with all requirements of all applicable oil and gas leases and applicable laws, rules and regulations pertaining to removal of equipment, reclamation, and clean-up.

Section 2. Use of Property.

A. Owner shall set aside and provide to Noble, for Noble's exclusive use subject only to landscaping installed pursuant to Section 11(B) of this Agreement, that portion of the Property consisting of approximately Forty-Nine (49) acres as depicted on Exhibit A (the parcels on Exhibit A are collectively the "Exclusive Area," and each is an "Exclusive Area") and comprising five (5) separate parcels as follows:

Parcel	Acres
Y16-09-A & B Well Pad	[9.432]
Y16-10-A & B Well Pad	[9.431]
Y16-11-A & B Well Pad	[9.433]
Y16-12-A & B Well Pad	[9.433]
Rebel & Klug State Y16 Production Facility	[11.329]
Totals	[49.058]

Exhibit A is attached hereto and the information and provisions thereof incorporated by reference herein.

Acres reductions to the Exclusive Area due to reclamation or abandonment shall not reduce the Annual Rental amount.

The parcels designated as "well pads" will be used for the drilling, completion and operation of the wells, but will not be used for the location of production facilities.

The Exclusive Area, as well as the Access Road Area and Pipeline Area depicted on Exhibit A (the "Access Road Area" and "Pipeline Area," respectively, and as further defined below) shall be made available to Noble in their present condition for any Operations conducted by Noble. Nothing contained in this section shall be construed as prohibiting Noble from exercising any right it has to use the surface of the Property outside of the Exclusive Area, Access Road Area, and Pipeline Area pursuant to any mineral leases, mineral deed or similar instrument granting Noble the right to develop the mineral estate.

B. Noble is hereby granted an exclusive easement, during the term of this Agreement, to drill wells from the well pads located on the Exclusive Area, 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, subject to the well spacing as set forth in 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. Exhibit A represents lands for potential future Operations, but Noble makes no commitment to drill any well on these lands.

C. Noble is 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. This grant does not allow for the use of pore space for fluid injection except as necessary for secondary and tertiary oil and gas recovery techniques.

D. The rights granted to Noble under this Agreement only apply to, and are limited as follows:

i. Locations

Such rights are limited to those locations specified in this Agreement and the Exhibits to this Agreement and do not extend to upon the State's adjacent real property.

ii. Operator

Such rights extend only to Noble and Noble's agents, successors, assigns, licensees, contractors and permittees.

Section 3. Access Road Area.

Owner shall provide Noble with continuous access to the Exclusive Area, and the Pipeline Area, over and across roadways now or hereafter located within the Property (the "Access Road Area"), as depicted as "Access Road Area" on Exhibit A. It is Noble's intent to confine the location of the Access Road Area to the corridors set forth in Exhibit A. Either Party, however, may propose relocation of an Access Road Area to a location other than the location indicated on Exhibit A, or Noble may propose an additional roadway outside of the Access Road Area, subject to the terms of Section 5. Such relocation or additional roadway shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Access Road Area shall bear all costs associated with the relocation and Owner compensation for additional roadways will be [REDACTED] per acre.

Within a reasonable time after the completion of an additional roadway not otherwise depicted on Exhibit A, Noble shall provide an as-built survey of the roadway to Owner.

Section 4. Flowlines, Gathering Lines and Other Pipelines.

Noble may install, own, operate, maintain, repair and replace all flowlines, gathering lines, gas lift, and other pipelines ("Pipeline Area") that may be necessary or convenient to its Operations on the Exclusive Area, depicted as "Pipeline Area" on Exhibit A. It is Noble's intent to confine the location of such Pipeline Area to what is set forth in Exhibit A. Either Party,

however, may propose relocation of a Pipeline Area (including existing pipelines within the Pipeline Area) to a location other than the location indicated on Exhibit A, or Noble may propose an additional pipeline right of way outside of the Pipeline Area, subject to the terms of Section 5. Such relocation or additional pipeline right of way shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Pipeline Area shall bear all costs associated with the relocation and the Owner compensation for the additional pipeline(s) will be [REDACTED] per acre.

Within a reasonable time after the completion of a pipeline not otherwise depicted on Exhibit A, Noble shall provide an as-built survey of the pipeline to Owner.

Section 5. Consultation with Owner.

In the event Noble intends to conduct any Operations outside of the Exclusive Area, Access Road Area, or Pipeline Area, Noble shall provide Owner with Thirty (30) days' notice and following the receipt of such notice, at the request of Owner, Noble's representative shall meet and consult with the Owner (or Owner's representative), on the site, as to the exact location of the Property it intends to use. Noble and Owner shall determine mutually acceptable consideration for performing Operations outside of the Exclusive Area, Pipeline Area, and Access Road Area.

Section 6. Consents and Waivers.

A. Consistent with Paragraph 2.A., throughout the term of this Agreement and for the consideration described herein, Noble is hereby expressly granted consent to locate any number of wells within the Exclusive Area, and for each well Noble proposes within the Exclusive Area, Owner shall fully support Noble's efforts to permit such wells including granting consent to locate any well greater than fifty (50) feet from an existing well pursuant to COGCC Rule 318A.(c) and granting consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a).

B. Owner will not locate any lot line, building, or structure within the Exclusive Area. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Noble's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time, provided that in no event shall such waiver be construed as permitting any Operation or location of any structure, improvement or equipment by Noble outside the Exclusive Area, Access Road Area, or Pipeline Area.. Noble or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner agrees not to object to Noble's use of the

surface in the Exclusive Area, Access Road Area or Pipeline Area so long as such use is consistent with this Agreement. Owner will provide Noble or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state or local jurisdiction.

Section 7. Surface Damages.

A. Subject to the terms and conditions of this Agreement, Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, related to Noble's Operations located on the Property within the Exclusive Area, Access Road Area or Pipeline Area and also including, but not limited to, any roadway, flowline, or pipeline constructed pursuant to this Agreement. Noble may provide a copy of this Agreement to the COGCC as evidence of this waiver.

B. Noble shall pay Owner a sum, as set forth in that certain agreement between Noble and Owner dated as of December 10, 2014 ("Letter Agreement") entered into between Owner and Noble, as full settlement and satisfaction for the use of the Property and for all damages growing out of, incident to, or in connection with usual and customary Operations located on the Property.

C. The Annual Rental provided for in the Letter Agreement is due and payable on the Effective Date and annually thereafter on or before each anniversary of the Effective Date

Section 8. Other Damages.

A. If by any reasons directly resulting from the Operations, there is damage to real or personal property upon the Property including, but not limited to, damage to livestock, crops, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural waterways, such damage will be repaired or replaced by Noble, or Noble will pay reasonable compensation to Owner or the surface tenant, if authorized by the Owner, for such additional damage or an amount equal to the reasonable costs to repair such actual damage.

B. Noble agrees to notify the Owner and any surface tenant that may be affected by Operations on the Property and Owner may allocate the payments made pursuant to this section 8 with such surface tenant as they shall mutually determine between themselves.

Section 9. Environmental Indemnity.

A. Noble shall protect, indemnify, and hold harmless Owner, and any subsequent owner of the Property from any Environmental Claims relating to

the Property or oil and gas leasehold thereunder that arise solely out of Operations located on the Property.

B. "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 Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including, but not limited to, any Claims arising from Environmental Laws. 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.

C. "Claim" shall mean 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.

D. "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.*).

E. Owner represents that Owner has no actual knowledge of any material latent condition or defect on the Property that would subject Noble to an Environmental Claim.

Section 10. General Indemnity

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 Property including, but not limited to, environmental issues, erosion, sedimentation, surface and sub-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, except to the extent such Claims arise from Owner's sole or gross negligence or willful misconduct. 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 Property, except to the extent such Claims arise from Owner's sole or gross negligence or willful misconduct. 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.

Section 11. Operational Restrictions.

A. Noble shall use the Property only for Operations as depicted and detailed on Exhibit A. Noble shall not store any item or install any facilities unrelated to Operations without the prior written consent of Owner. Compressors, pipelines, access roads, facilities, and equipment that benefit oil and gas wells and production operations located off the Property or on the Property outside the Exclusive Area, Access Road Area and Pipeline Area are prohibited.

B. Noble shall consult with Owner concerning mitigating the visual impacts of Noble's facilities. Owner, at its own risk and expense, shall have the right to install landscaping and other improvements outside the Exclusive Area for the purpose of buffering or isolating the Exclusive Area from the Property or the remainder of Owner's adjacent lands, provided that Owner shall not unreasonably inhibit Noble's access to the Exclusive Area or unreasonably inhibit Noble's Operations within the Exclusive Area by such landscaping or other improvements. Owner shall be responsible for the maintenance of all landscaping installed by Owner pursuant to this Section 11(B).

Section 12. Compliance with Applicable Laws.

Owner and Noble shall each, at all times, conduct their respective operations on or about the Property in compliance with the requirements of any applicable laws, rules, regulations, and requirements imposed by any governmental agency, including, but not limited to, the rules, regulations and reclamation requirements of the COGCC. At all times Noble, its employees and all contractors shall enter and use the Property and shall conduct all oil and gas operations thereon in a good, careful, safe, and workmanlike manner, in compliance with the rules and regulations of the COGCC, the applicable oil and gas lease(s), and this Agreement, and shall strive to identify and use the best

management practices then available for surface management of oil and gas operations to the extent reasonably practicable.

Section 13. Insurance.

Noble, at its sole cost and expense shall, prior to any surface disturbance and continuing during the entire term thereafter, procure, pay for and keep or shall ensure that its Operator procures, pays for and keeps in full force and effect the following types of insurance:

A. **Liability Insurance:** A comprehensive policy of liability insurance covering the Property insuring Noble, or the Operator, in the amount and types of insurance required by the COGCC, but not less than [REDACTED] per occurrence.

B. **General Provisions of Insurance Policies**

i. All policies of insurance carried by the Noble shall name the Noble as insured and shall name the Owner as additional insured on the policy.

ii. Noble shall not cancel or materially alter the policy until thirty (30) days prior written notice is given to the Owner. Noble shall notify Owner if the policy is cancelled or materially altered by the insurance company within 10 days of Noble receiving notification of such cancellation or alteration.

iii. Noble shall furnish to Owner a certificate of insurance at the request of Owner.

iv. Notwithstanding anything to the contrary contained herein, Noble's obligation to carry insurance as provided herein may be brought within the coverage of a "blanket" policy or policies of insurance carried and maintained by the Noble, so long as such policy(s) segregates the amount of coverage applicable to the Property.

C. Owner may accept, in writing at Owner's sole discretion, that Noble's self insurance meets these insurance requirements.

Section 14. Bond.

Prior to commencing Operations, Noble shall file a good and sufficient bond with the Owner in the initial amount of [REDACTED] to secure payment for damages caused by Operations and to assure compliance with the terms of this Agreement. Owner will accept a bank certificate of deposit, a surety bond or a bank irrevocable letter of credit. Owner may require that such bond be held in full force and effect for five (5) years after the assignment, termination or expiration of this Agreement, or in the case of termination or expiration, until the Exclusive Area is released from final reclamation, whichever is longer.

Section 15. Land Development.

Owner acknowledges that it is the intent of Noble to conduct future Operations on the Property and Owner shall use best efforts in their use and development of the surface so as not to unreasonably interfere with such Operations. Owner shall promptly notify Noble of any planned real estate development, new irrigation system (e.g. pivots), residences, or other structures to be installed or located on the Exclusive Areas after the Effective Date or of any plans to move any irrigation systems, residences, or other structures located on the Exclusive Areas before the Effective Date.

Section 16. Governing Law, Jurisdiction, and Venue.

It is expressly understood and agreed by and between the Parties that this Agreement shall be governed by and its terms construed under the laws of the State of Colorado. The Parties further expressly acknowledge and agree that jurisdiction and venue for any actions arising out of or in connection with this Agreement shall be in District Court, in the County of Denver, State of Colorado.

Section 17. Waiver of Covenants Regarding Title and Condition of Land.

Noble enters the Surface Use Agreement and Grant of Easement on the Property in its "as is" condition with all faults, including the environmental condition of the Property. Owner makes, and Noble affirms that Owner has made no representations or warranties, express or implied, of any kind whatsoever with regard to the title or condition of the Property or its fitness or suitability for any particular use. Noble acknowledges that it is solely responsible for performing its own due diligence and for becoming fully familiar with the title, encumbrances and condition of the Property and any applicable restrictions, uses, or other conditions that might affect its development or use for a particular purpose.

Section 18. Force Majeure.

In the event that Owner or Noble shall be delayed in, hindered in, or prevented from the performance of, any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, , war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. To the extent a moratorium prevents Noble from performing Operations, the Term, as set forth in Section 1 of this Agreement, shall be extended for such period of time that the moratorium is in place. Force Majeure does not waive Noble's payment obligations pursuant to Section 7.B of this Agreement.

Section 19. Assignment.

This Agreement shall be assignable, in whole or in part, by either Party, subject to the following:

A. Noble shall have the right to assign this Agreement in whole or in part with written consent of Owner. Such consent shall not be unreasonably withheld. Noble may assign its rights in the Agreement only following written disclosure to the assignee of the existence of this Agreement and the Letter Agreement, and such assignment shall be expressly subject to all terms and conditions of this Agreement, and the assumption by assignee of all obligations of Noble under this Agreement.

B. Owner may assign or convey its interest in the Property or any portion thereof only following written disclosure to the assignee of the existence of this Agreement, and such assignment or conveyance shall be expressly subject to all terms and conditions of this Agreement, and the assumption by such assignee or grantee of all obligations of Owner under this Agreement.

Section 20. Headings.

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 21. Notices.

Any notice or other communication given by either Party to the other relating to this Agreement shall be in writing, delivered by U.S. mail or sent by reputable overnight courier, to such other Party at the respective addresses set forth in this Agreement (or at such other address as may be designated from time to time by written notice given in the manner provided in this Agreement). If sent by certified mail, return receipt requested, such notice shall be deemed effective on receipt.

If to Owner, to: Colorado State Board of Land Commissioners
Attention: Oil and Gas Leasing Manager
1127 Sherman St., #300
Denver, CO 80203

If to Noble, to: Noble Energy, Inc.
Attention: Wattenberg Land Manager
1625 Broadway, Suite 2200
Denver, Colorado 80202

Section 22. Written Modifications.

This Agreement may only be amended in a writing denominated amendment signed by the authorized representatives of the Parties or their assigns or successors in interest; however, any amendment to the Agreement may be executed in counterparts. All notices to either Party shall be in writing addressed to the Parties as set forth above.

Section 23. Binding Effect.

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, personal representatives, successors, administrators, and assigns of the Parties, and may be executed in counterparts. The provisions of this Agreement shall constitute covenants running with the Property for so long as this Agreement (and any modifications thereof) remains in force and effect. Noble shall have the right to record this Agreement in the real property records of the Clerk and Recorder's Office of Weld County, State of Colorado.

Section 24. Interest in Real Property.

A. The covenants and rights contained in and granted by this Agreement are made for the direct benefit of the Property and shall run with and against the Property and inure to the benefit of and bind Owner and Noble and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, and transferees, and all entities or persons claiming by, through, or under them. If Owner conveys the Property or any part of it, any compensation due under this Agreement related to that part of the Property transferred, shall be paid to the successor in title to the Property or, as applicable, to that part of the Property.

B. Neither this Agreement nor the Property shall be separately assigned, conveyed, sold, or otherwise transferred by Owner subject to any reservation of revenues, rights, or royalties related to this Agreement by way of deed, deed restriction, or other document or instrument. Nothing in this Agreement shall be deemed to limit Owner's right to convey, sell, or otherwise transfer all or any part of the Property; provided that any such transfer shall be subject to the conditions and terms of this Agreement.

C. Owner and/or a party acquiring some or all of the Property from Owner shall, within thirty (30) days after a conveyance, sale, or other transfer of some or all of the Property, provide Noble a copy of the recorded vesting document related to the transfer, delivered in accordance with the notice provisions in Section 21. The failure to provide the required recorded vesting document shall not be a default under this Agreement; however, Noble shall

have no obligations under this Agreement to any subsequent Owner unless and until Noble has received such document, and notwithstanding that the Property and the subsequent Owner shall remain bound by the conditions and terms of this Agreement.

Section 25. Right to Cure.

As of the Effective Date, to the best of Owner's knowledge, there are no defaults with respect to any assessment(s), deed(s) of trust, mortgage(s), services, taxes, utilities or other interests related to the Property. Owner shall pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any: assessments, taxes or governmental charges of any kind that may at any time be lawfully assessed or levied against the Property; encumbrances; leases; mortgages; deeds of trust; other security interests; services; utilities; or other interests related to the Property and/or that may create an interest in the Property. Owner shall satisfy all obligations of Owner associated with such matters, failing which Noble may (but shall have no obligation to) pay such amounts and/or perform such obligations. In order to enable any such potential payment or performance by Noble, Owner agrees to give Noble notice of any Owner default in connection with the payment or performance of Owner's obligations pursuant this Section 24. Noble shall when possible give Owner notice before paying such amounts or performing such obligations.

Section 26. Default

Owner shall promptly notify Noble in writing of any default under this Agreement. If such default continues for a period of one-hundred eighty days (180) days after service of written notice by the Owner pursuant to Section 21 without Noble taking action calculated to cure the claimed default and prosecuting such action as necessary to fully remedy any such violation or deficiency in performance to the reasonable satisfaction of Owner, Owner shall have the right to declare this Agreement forfeited, and to enter onto the Property either with or without process of law, and to expel, remove and put out Noble or any person occupying the Property.

In the event of the termination of the Agreement by reason of breach of any covenant herein contained, Noble shall surrender and peaceably deliver to Owner the Property in accordance with and subject to the terms of this Agreement, and such Property shall be in good operating condition. The Owner's rights and remedies, including those not specifically described, that may be available in law or equity shall be cumulative and Owner may pursue any or all of such rights and remedies at the same time or separately. Nothing in this paragraph relieves Noble of any responsibility for the final restoration and reclamation of the Property.

For purposes of determining a default under the terms of this Agreement, Owner may rely on any finding of violation of a COGCC rule, regulation, or order or any stipulated resolution of a claimed violation of a COGCC rule, regulation or order including, without limitation, any restrictions, obligations or best management practices imposed in any permit issued by the COGCC to the extent the Owner determines that such violation (i) impacts public health, safety, welfare or the environment, (ii) results in waste of the Oil and Gas resources, (iii) contravenes the Constitutional or statutory obligations of the Owner, or (iv) demonstrates an intentional disregard for the regulatory process. Failure to make use of the Exclusive Area, Access Road Area or Pipeline Area shall not be deemed to constitute a default for purposes of this Agreement.

Notwithstanding anything to the foregoing in this Section 26, Owner and Noble acknowledge that Noble intends to invest substantial capital and time in the improvements and operations on the Property and, as a result, termination of this Agreement or repossession by Owner of the Property may result in substantial hardship to Noble. Accordingly, prior to any termination of this Agreement by Owner or repossession by Owner of the Property, Owner and Noble agree to first try in good faith to settle the dispute by meeting and discussion. In the event the parties are unable to resolve the dispute by meeting and discussion through the exercise of good faith efforts by the date that is ninety (90) days from the service of written notice of the Event of Default then Owner shall be entitled to the remedies set forth in this Section 26.

Nothing in this Agreement waives any right or remedy available to either Party at law.

Section 27. No Abandonment. No act or failure to act on the part of Noble shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Noble of an instrument specifically terminating this Agreement, or expiration of the Agreement by its terms pursuant to Section 1.

Section 28. No Partnership, Joint Venture.

This Agreement does not create any agent-principal or principal-agent relationship, joint venture, partnership, or other similar relationship between the Parties, and neither Party shall have the power to bind the other except as expressly set forth in this Agreement.

Section 29. Partial Invalidity.

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than

those to which it is held invalid or unenforceable shall not be affected and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 30. Waivers.

No waiver of any right under this Agreement shall be effective for any purpose unless in a writing signed by the Party possessing the right, and no such waiver shall be construed to be a waiver of any subsequent provision, right, or term of this Agreement. Failure of Owner or Noble to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights under this Agreement. No waiver by Owner or Noble at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

Section 31. Entire Agreement.

This Agreement, together with the Letter Agreement and any addenda, exhibits, and schedules attached hereto, contains the entire agreement between the Parties with respect to its subject matter. No oral statement or prior written matter shall have any force or effect. Noble agrees that it is not relying on any representations or agreements other than those contained in this Agreement. To the extent there are existing agreements in place between Owner and Noble relating to Noble's use of the surface of the Property, specifically excluding any mineral lease, mineral deed or similar instrument granting Noble the right to develop the mineral estate, then this Agreement supersedes such agreements as well as any similar prior agreements, discussion or understandings, oral or written, and such agreements are of no force or effect.

Section 32. Regulatory Compliance.

The terms and conditions of this Agreement shall be performed and exercised subject to all applicable federal, state, and local laws, rules, regulations, orders, local ordinances or resolutions applicable to and binding upon the administration of lands owned by the State of Colorado, and to laws, rules and regulations governing Oil and Gas operations in Colorado, including, but not limited to, the rules, regulations and reclamation requirements of the COGCC.

EXHIBIT A
DEPICTION OF THE PROPERTY

EXHIBIT A

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014, BY AND BETWEEN THE COLORADO STATE BOARD OF LAND COMMISSIONERS, AS "OWNER" AND NOBLE ENGERY, INC AS "NOBLE" COVERING THE FOLLOWING LANDS:

TOWNSHIP: 2 NORTH, RANGE 64 WEST, 6TH P.M.
SECTION 16: S/2N/2, N/2S/2
WELD COUNTY, COLORADO

NW CORNER
SECTION 16
FOUND 2 1/2"
ALUMINUM CAP
LS 32829

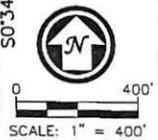
NE CORNER
SECTION 16
FOUND 3 1/4"
ALUMINUM CAP
LS 13155
N00°34'00"W
1321.79'

FOUND 2"
ALUMINUM CAP
LS 25937

N0°33'37"W
1321.58'

E 1/4 CORNER
SECTION 16
FOUND 3 1/4"
ALUMINUM CAP
LS 13155

S0°34'01"E
2643.17'



N11°7'29"W
2651.04'

W 1/4 CORNER
SECTION 16
FOUND 2 1/2"
ALUMINUM CAP
LS 28285

N11°17'39"W
2650.88'

SW CORNER
SECTION 16
FOUND 2 1/2"
ALUMINUM CAP
LS 23501

S89°30'50"W
1314.63'

COLORADO STATE BOARD OF LAND COMMISSIONERS

x _____

BY: _____

FOUND
2 1/2" ALUMINUM
CAP LS 27269

S89°30'49"W
1314.68'

C 1/4
CORNER
SECTION 16

S 1/4 CORNER
SECTION 16
FOUND 3 1/4" ALUMINUM
CAP LS 25937

NOBLE REPRESENTATIVE: *[Signature]*

DATE: 12-10-2014

COMMENTS: _____

SEE EXHIBIT
A-2

SEE EXHIBIT
A-1

SEE EXHIBIT
A-7

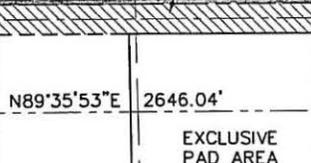
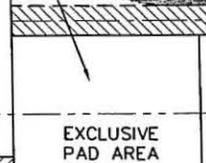
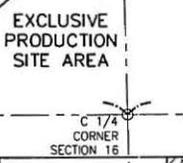
SEE EXHIBIT A-4

SEE EXHIBIT
A-6

SEE EXHIBIT A-3

SEE EXHIBIT A-5

SEE EXHIBIT
A-8



LEGAL DESCRIPTION

ACCESS ROAD AREA - EXHIBIT A-1

A PORTION OF THE NORTH HALF OF SECTION 16 AND THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, NORTH 89°35'53" EAST, 874.10 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°24'07" WEST, 364.43 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°17'14" WEST, 30.00 FEET;

THENCE NORTH 89°41'07" EAST, 150.00 FEET;

THENCE NORTH 89°40'15" EAST, 467.70 FEET;

THENCE NORTH 81°04'03" EAST, 167.44 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 450.00 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 16°35'20", AN ARC LENGTH OF 130.29 FEET, THE CHORD OF SAID CURVE BEARS NORTH 72°46'23" EAST, A DISTANCE OF 129.83 FEET;

THENCE NORTH 64°28'43" EAST, 128.01 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 500.00 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 25°11'25", AN ARC LENGTH OF 219.83 FEET, THE CHORD OF SAID CURVE BEARS NORTH 77°04'26" EAST, A DISTANCE OF 218.06 FEET;

THENCE SOUTH 82°12'04" EAST, 141.42 FEET;

THENCE NORTH 89°40'08" EAST, 483.31 FEET;

THENCE NORTH 81°32'20" EAST, 141.42 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 500.00 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 24°55'46", AN ARC LENGTH OF 217.55 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 77°51'59" EAST, A DISTANCE OF 215.84 FEET;

THENCE SOUTH 65°24'06" EAST, 134.14 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 450.00 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 16°18'36", AN ARC LENGTH OF 128.10 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 73°33'24" EAST, A DISTANCE OF 127.67 FEET;

THENCE SOUTH 81°42'42" EAST, 167.32 FEET;

THENCE NORTH 89°41'08" EAST, 451.01 FEET;

THENCE NORTH 89°40'34" EAST, 482.20 FEET;

THENCE NORTH 81°32'46" EAST, 141.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 500.00 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH 00°19'26" WEST);

THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 35°20'51", AN ARC LENGTH OF 308.46 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 72°39'00" EAST, 303.60 FEET;

THENCE SOUTH 54°58'35" EAST, 291.06 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 450.00 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 19°34'38", AN ARC LENGTH OF 153.76 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 64°45'54" EAST, 153.01 FEET;

THENCE SOUTH 74°33'13" EAST, 63.85 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED NORTH HALF OF SECTION 16;

THENCE CONTINUING SOUTH 74°33'13" EAST, 3.62 FEET;

THENCE SOUTH 01°09'52" EAST, 52.18 FEET;

THENCE NORTH 74°33'13" WEST, 4.19 FEET TO A POINT ON SAID EAST LINE OF THE NORTH HALF OF SECTION 16;

THENCE CONTINUING NORTH 74°33'13" WEST, 78.19 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 500.00 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 19°34'38", AN ARC LENGTH OF 170.84 FEET, THE CHORD OF SAID CURVE BEARS NORTH 64°45'54" WEST, A DISTANCE OF 170.01 FEET;

THENCE NORTH 54°58'35" WEST, 291.06 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 450.00 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 35°20'51", AN ARC LENGTH OF 277.62 FEET, THE CHORD OF SAID CURVE BEARS NORTH 72°39'00" WEST, A DISTANCE OF 273.24 FEET;

THENCE SOUTH 89°40'34" WEST, 622.21 FEET;

THENCE SOUTH 89°41'08" WEST, 447.49 FEET;

THENCE SOUTH 89°39'59" WEST, 101.48 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 500.00 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 24°55'55", AN ARC LENGTH OF 217.57 FEET, THE CHORD OF SAID CURVE BEARS NORTH 77°52'04" WEST, A DISTANCE OF 215.86 FEET;

THENCE NORTH 65°24'06" WEST, 134.14 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 450.00 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 24°55'46", AN ARC LENGTH OF 195.79 FEET, THE CHORD OF SAID CURVE BEARS NORTH 77°51'59" WEST, A DISTANCE OF 194.25 FEET;

THENCE SOUTH 89°40'08 WEST, 763.31 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 450.00 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 25°11'25", AN ARC LENGTH OF 197.84 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 77°04'26" WEST, A DISTANCE OF 196.25 FEET;

THENCE SOUTH 64°28'43" WEST, 128.01 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 500.00 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 25°12'05", AN ARC LENGTH OF 219.92 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 77°04'46", A DISTANCE OF 218.16 FEET;

THENCE SOUTH 89°40'49" WEST, 98.16 FEET;

THENCE SOUTH 89°40'15" WEST, 467.70 FEET;

THENCE SOUTH 89°41'07" WEST, 149.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 180,659 SQUARE FEET / 4.147 ACRES OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AS MONUMENTED AT THE NORTH END BY A 2.5" ALUMINUM CAP, LS 32829 AND AT THE SOUTH END BY A 2.5" ALUMINUM CAP, LS 28285. SAID LINE IS ASSUMED TO BEAR NORTH 01°17'29" WEST.

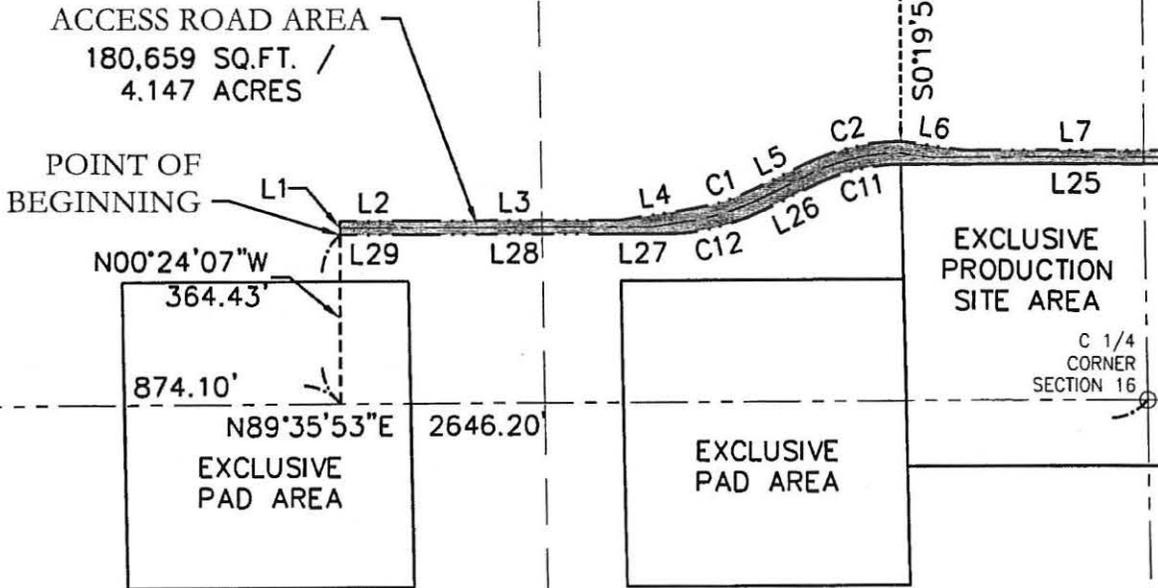
EXHIBIT A-1

ACCESS ROAD AREA

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.
(SHEET 4 OF 6)

NW CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 32829

N1°17'29"W 2651.04'
BASIS OF BEARINGS



MATCH LINE - SEE SHEET 5 OF 6

POINT OF COMMENCING

W 1/4 CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 28285

NOTE:
SEE SHEET 6 OF 6
FOR LINE AND CURVE
DATA TABLES.



0 400'
SCALE: 1" = 400'

SW CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 23501

FOUND
2 1/2" ALUMINUM
CAP LS 27269

S 1/4 CORNER SECTION 16
FOUND 3 1/4" ALUMINUM
CAP LS 25937

S89°30'50"W 1314.63'

S89°30'49"W 1314.68'

COLORADO STATE BOARD OF LAND COMMISSIONERS

NOBLE REPRESENTATIVE: *[Signature]*

x _____

DATE: 12-10-2014

BY: _____

COMMENTS: _____

EXHIBIT A-1

ACCESS ROAD AREA

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.

(SHEET 5 OF 6)

NE CORNER SECTION 16

FOUND 3 1/4" ALUMINUM CAP LS 13155

N00°34'00"W

1321.79'

FOUND 2" ALUMINUM CAP LS 25937

S0°33'37"E 1321.58'

S0°19'26"E(Radial)

ACCESS ROAD AREA

180,659 SQ.FT. / 4.147 ACRES

MATCH LINE - SEE SHEET 4 OF 6

EXCLUSIVE PRODUCTION SITE AREA

L8

C3

L9

C4

L10

L11

L12

L13

C5

L14

L15

L16

L17

C10

L24

C9

L23

L22

L21

C8

L19

C7

L18



EXCLUSIVE PAD AREA



EXCLUSIVE PAD AREA

N89°35'53"E

2646.04'

NOTE: SEE SHEET 6 OF 6 FOR LINE AND CURVE DATA TABLES.



SCALE: 1" = 400'

S0°34'01"E 2643.17'

S 1/4 CORNER SECTION 16 FOUND 3 1/4" ALUMINUM CAP LS 25937

SE CORNER SECTION 16 FOUND 3 1/4" ALUMINUM CAP LS 13155

S89°31'15"W 2629.27'

COLORADO STATE BOARD OF LAND COMMISSIONERS

NOBLE REPRESENTATIVE:

[Signature]

x _____

DATE: 12-10-2014

BY: _____

COMMENTS: _____

EXHIBIT A-1

ACCESS ROAD AREA

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.

(SHEET 6 OF 6)

Line Data Table			Line Data Table			Line Data Table		
No.	Direction	Length	No.	Direction	Length	No.	Direction	Length
L1	N1°17'14"W	30.00'	L11	N89°41'08"E	451.01'	L21	S89°40'34"W	622.21'
L2	N89°41'07"E	150.00'	L12	N89°40'34"E	482.20'	L22	S89°41'08"W	447.49'
L3	N89°40'15"E	467.70'	L13	N81°32'46"E	141.42'	L23	S89°39'59"W	101.48'
L4	N81°04'03"E	167.44'	L14	S54°58'35"E	291.06'	L24	N65°24'06"W	134.14'
L5	N64°28'43"E	128.01'	L15	S74°33'13"E	63.85'	L25	S89°40'08"W	763.31'
L6	S82°12'04"E	141.42'	L16	S74°33'13"E	3.62'	L26	S64°28'43"W	128.01'
L7	N89°40'08"E	483.31'	L17	S1°09'52"E	52.18'	L27	S89°40'49"W	98.16'
L8	N81°32'20"E	141.42'	L18	N74°33'13"W	4.19'	L28	S89°40'15"W	467.70'
L9	S65°24'06"E	134.14'	L19	N74°33'13"W	78.19'	L29	S89°41'07"W	149.49'
L10	S81°42'42"E	167.32'	L20	N54°58'35"W	291.06'			

Curve Data Table					
No.	Radius	Length	Delta	Chord Direction	Chord Length
C1	450.00'	130.29'	16°35'20"	N72°46'23"E	129.83'
C2	500.00'	219.83'	25°11'25"	N77°04'26"E	218.06'
C3	500.00'	217.55'	24°55'46"	S77°51'59"E	215.84'
C4	450.00'	128.10'	16°18'36"	S73°33'24"E	127.67'
C5	500.00'	308.46'	35°20'51"	S72°39'00"E	303.60'
C6	450.00'	153.76'	19°34'38"	S64°45'54"E	153.01'
C7	500.00'	170.84'	19°34'38"	N64°45'54"W	170.01'
C8	450.00'	277.62'	35°20'51"	N72°39'00"W	273.24'
C9	500.00'	217.57'	24°55'55"	N77°52'04"W	215.86'
C10	450.00'	195.79'	24°55'46"	N77°51'59"W	194.25'
C11	450.00'	197.84'	25°11'25"	S77°04'26"W	196.25'
C12	500.00'	219.92'	25°12'05"	S77°04'46"W	218.16'

LEGAL DESCRIPTION

PIPELINE AREA - EXHIBIT A-2

A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, NORTH 89°35'53" EAST, 400.95 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°24'07" WEST, 265.15 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°17'14" WEST, 100.01 FEET;

THENCE NORTH 89°41'07" EAST, 624.19 FEET;

THENCE NORTH 89°40'15" EAST, 467.70 FEET;

THENCE NORTH 89°40'49" EAST, 620.86 FEET;

THENCE SOUTH 01°17'21" EAST, 100.01 FEET;

THENCE SOUTH 89°40'49" WEST, 622.54 FEET;

THENCE SOUTH 89°40'15" WEST, 467.73 FEET;

THENCE SOUTH 89°41'07" WEST, 622.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 171,276 SQUARE FEET / 3.932 ACRES OF LAND.

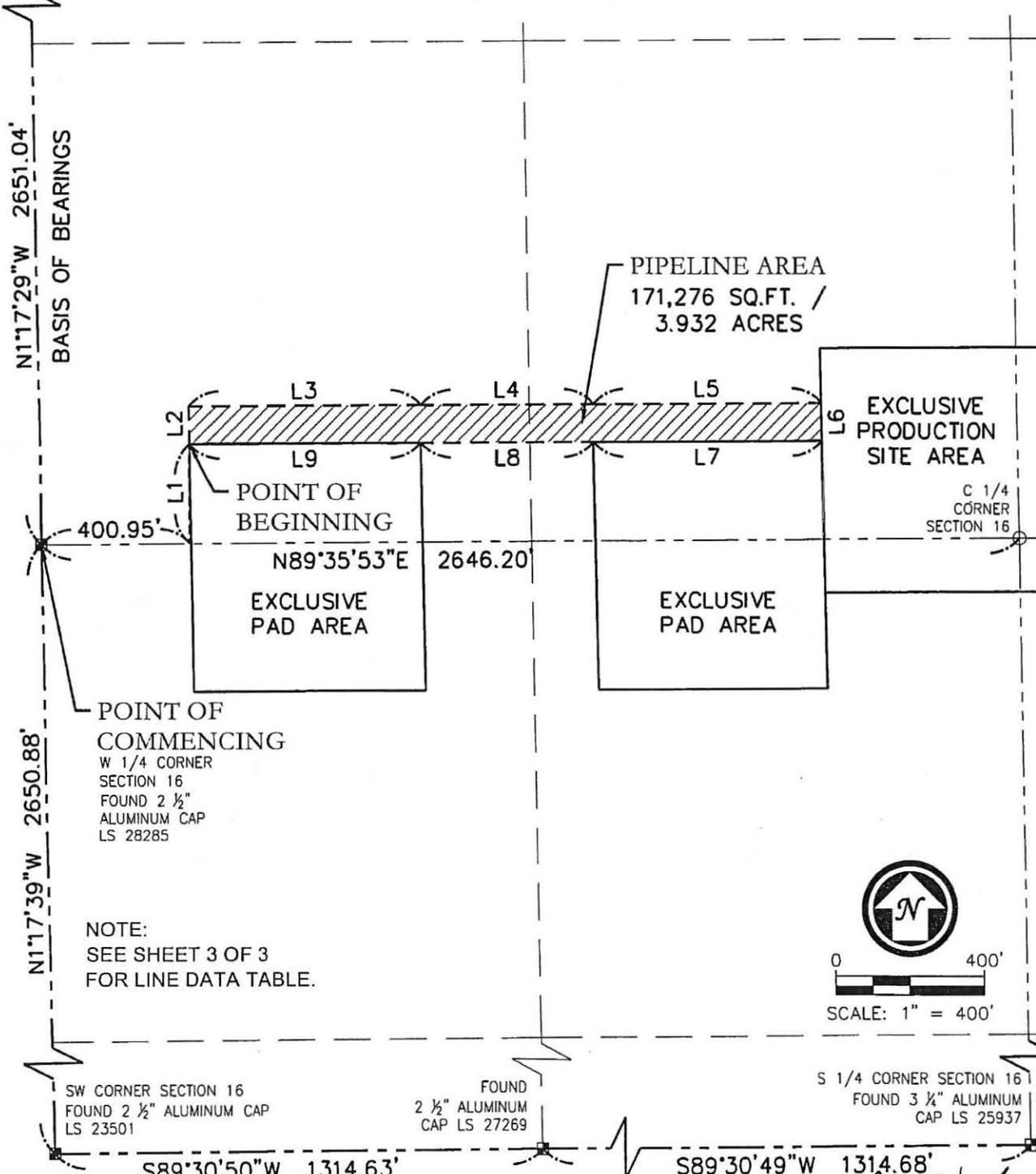
THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AS MONUMENTED AT THE NORTH END BY A 2.5" ALUMINUM CAP, LS 32829 AND AT THE SOUTH END BY A 2.5" ALUMINUM CAP, LS 28285. SAID LINE IS ASSUMED TO BEAR NORTH 01°17'29" WEST.

EXHIBIT A-2

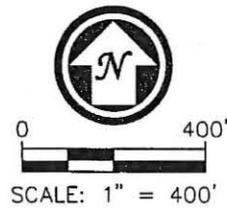
PIPELINE AREA

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.
(SHEET 2 OF 3)

NW CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 32829



NOTE:
SEE SHEET 3 OF 3
FOR LINE DATA TABLE.



SW CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 23501

FOUND
2 1/2" ALUMINUM
CAP LS 27269

S 1/4 CORNER SECTION 16
FOUND 3 1/4" ALUMINUM
CAP LS 25937

S89°30'50"W 1314.63'

S89°30'49"W 1314.68'

COLORADO STATE BOARD OF LAND COMMISSIONERS NOBLE REPRESENTATIVE:

[Signature]

x _____
BY: _____

DATE: 12-10-2014
COMMENTS: _____

EXHIBIT A-2

PIPELINE AREA

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN
SURFACE USE AGREEMENT DATED December 10, 2014.
(SHEET 3 OF 3)

Line Data Table

No.	Direction	Length
L1	N0°24'07"W	265.15'
L2	N1°17'14"W	100.01'
L3	N89°41'07"E	624.19'
L4	N89°40'15"E	467.70'
L5	N89°40'49"E	620.86'
L6	S1°17'21"E	100.01'
L7	S89°40'49"W	622.54'
L8	S89°40'15"W	467.73'
L9	S89°41'07"W	622.49'

LEGAL DESCRIPTION

PIPELINE AREA - EXHIBIT A-3

A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, NORTH 89°35'53" EAST, 411.14 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°24'07" EAST, 394.83 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°41'22" EAST, 622.72 FEET;

THENCE NORTH 89°39'38" EAST, 467.40 FEET;

THENCE NORTH 89°41'26" EAST, 622.66 FEET;

THENCE NORTH 01°17'21" WEST, 255.10 FEET;

THENCE NORTH 89°40'31" EAST, 100.01 FEET;

THENCE SOUTH 01°17'21" EAST, 253.42 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 100.00 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°58'46", AN ARC LENGTH OF 158.79 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 44°12'02" WEST, A DISTANCE OF 142.63 FEET;

THENCE SOUTH 89°41'26" WEST, 622.61 FEET'

THENCE SOUTH 89°39'38" WEST, 467.45 FEET;

THENCE SOUTH 89°41'22" WEST, 621.02 FEET;

THENCE NORTH 01°17'14" WEST, 100.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 204,558 SQUARE FEET / 4.696 ACRES OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AS MONUMENTED AT THE NORTH END BY A 2.5" ALUMINUM CAP, LS 32829 AND AT THE SOUTH END BY A 2.5" ALUMINUM CAP, LS 28285. SAID LINE IS ASSUMED TO BEAR NORTH 01°17'29" WEST.

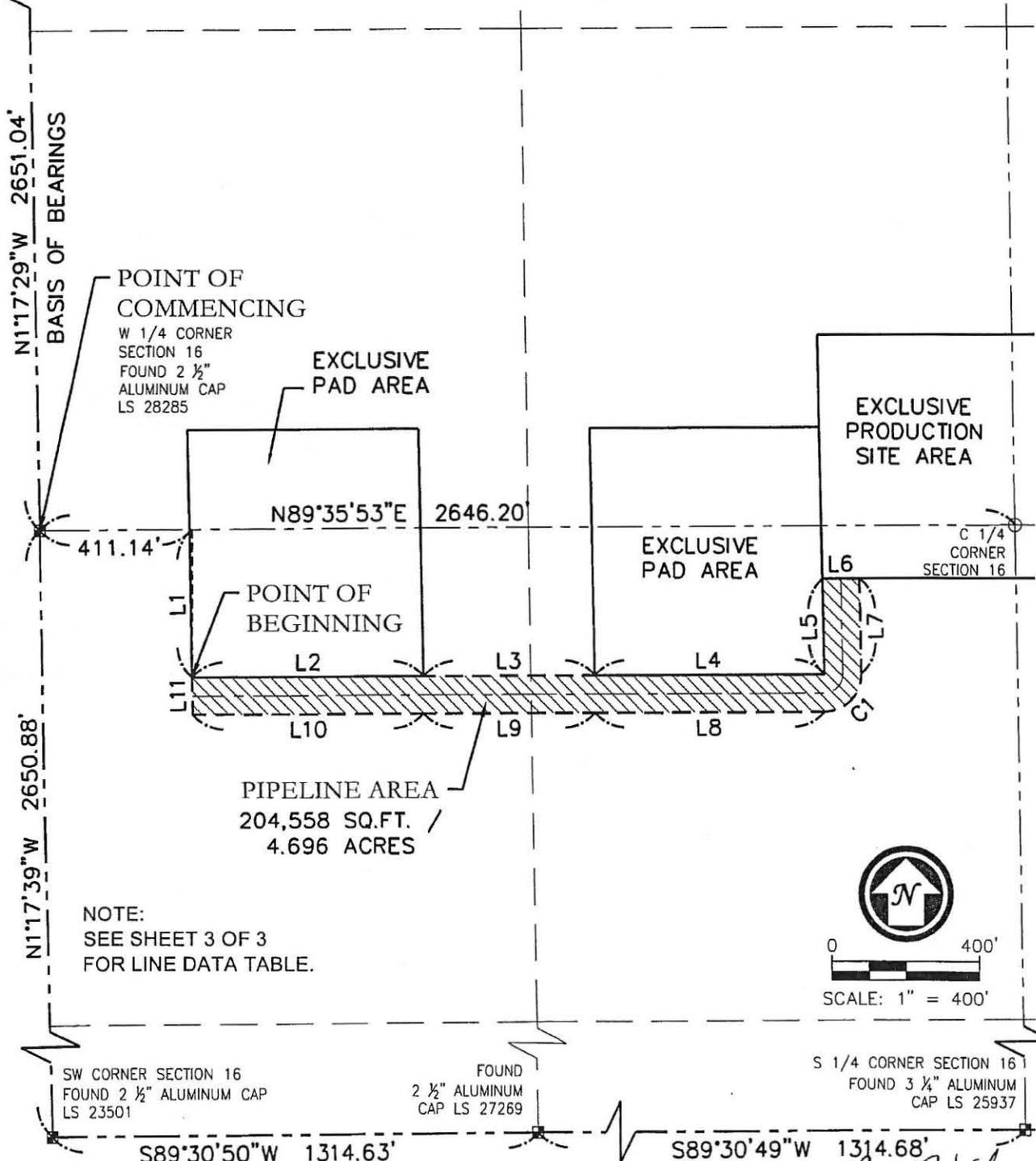
EXHIBIT A-3

PIPELINE AREA

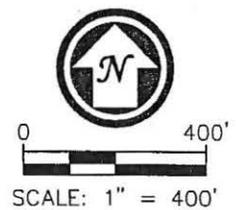
ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.

(SHEET 2 OF 3)

NW CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 32829



NOTE:
SEE SHEET 3 OF 3
FOR LINE DATA TABLE.



SW CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 23501

FOUND
2 1/2" ALUMINUM
CAP LS 27269

S 1/4 CORNER SECTION 16
FOUND 3 1/4" ALUMINUM
CAP LS 25937

COLORADO STATE BOARD OF LAND COMMISSIONERS

NOBLE REPRESENTATIVE: *[Signature]*

x _____

DATE: 12-10-2014

BY: _____

COMMENTS: _____

EXHIBIT A-3

PIPELINE AREA

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.

(SHEET 3 OF 3)

Line Data Table		
No.	Direction	Length
L1	S0°24'07"E	394.83'
L2	N89°41'22"E	622.72'
L3	N89°39'38"E	467.40'
L4	N89°41'26"E	622.66'
L5	N1°17'21"W	255.10'
L6	N89°40'31"E	100.01'
L7	S1°17'21"E	253.42'
L8	S89°41'26"W	622.61'
L9	S89°39'38"W	467.45'
L10	S89°41'22"W	621.02'
L11	N1°17'14"W	100.01'

Curve Data Table					
No.	Radius	Length	Delta	Chord Direction	Chord Length
C1	100.00'	158.79'	90°58'46"	S44°12'02"W	142.63'

LEGAL DESCRIPTION

PIPELINE AREA - EXHIBIT A-4

A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, SOUTH 89°35'53" WEST, 725.67 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°24'07" WEST, 259.35 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°40'34" WEST, 622.60 FEET;

THENCE SOUTH 89°41'08" WEST, 447.51 FEET;

THENCE SOUTH 89°39'59" WEST, 622.51 FEET;

THENCE NORTH 00°34'25" WEST, 100.00 FEET;

THENCE NORTH 89°39'59" EAST, 622.96 FEET;

THENCE NORTH 89°41'08" EAST, 447.49 FEET;

THENCE NORTH 89°40'34" EAST, 622.21 FEET;

THENCE SOUTH 00°33'02" EAST, 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 169,264 SQUARE FEET / 3.886 ACRES OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AS MONUMENTED AT THE NORTH END BY A 2" ALUMINUM CAP, LS 25937 AND AT THE SOUTH END BY A 3.25" ALUMINUM CAP, LS 13155. SAID LINE IS ASSUMED TO BEAR SOUTH 00°33'37" EAST.

EXHIBIT A-4

PIPELINE AREA

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN
SURFACE USE AGREEMENT DATED December 10, 2014.
(SHEET 3 OF 3)

Line Data Table

No.	Direction	Length
L1	N0°24'07"W	259.35'
L2	S89°40'34"W	622.60'
L3	S89°41'08"W	447.51'
L4	S89°39'59"W	622.51'
L5	N0°34'25"W	100.00'
L6	N89°39'59"E	622.96'
L7	N89°41'08"E	447.49'
L8	N89°40'34"E	622.21'
L9	S0°33'02"E	100.00'

LEGAL DESCRIPTION

PIPELINE AREA - EXHIBIT A-5

A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, SOUTH 89°35'53" WEST, 725.67 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°38'48" EAST, 400.62 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°33'02" EAST, 100.00 FEET;

THENCE SOUTH 89°40'26" WEST, 622.80 FEET;

THENCE SOUTH 89°39'31" WEST, 447.44 FEET;

THENCE SOUTH 89°42'18" WEST, 622.56 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 100.00 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 89°43'17", AN ARC LENGTH OF 156.59 FEET, THE CHORD OF SAID CURVE BEARS NORTH 45°26'03" WEST, A DISTANCE OF 141.08 FEET;

THENCE NORTH 00°34'25" WEST, 255.31 FEET;

THENCE NORTH 89°40'31" EAST, 100.00 FEET;

THENCE SOUTH 00°34'25" EAST, 254.87 FEET;

THENCE NORTH 89°42'18" EAST, 622.48 FEET;

THENCE NORTH 89°39'31" EAST, 447.46 FEET;

THENCE NORTH 89°40'26" EAST, 622.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 202,596 SQUARE FEET / 4.651 ACRES OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AS MONUMENTED AT THE NORTH END BY A 2" ALUMINUM CAP, LS 25937 AND AT THE SOUTH END BY A 3.25" ALUMINUM CAP, LS 13155. SAID LINE IS ASSUMED TO BEAR SOUTH 00°33'37" EAST.

EXHIBIT A-5

PIPELINE AREA

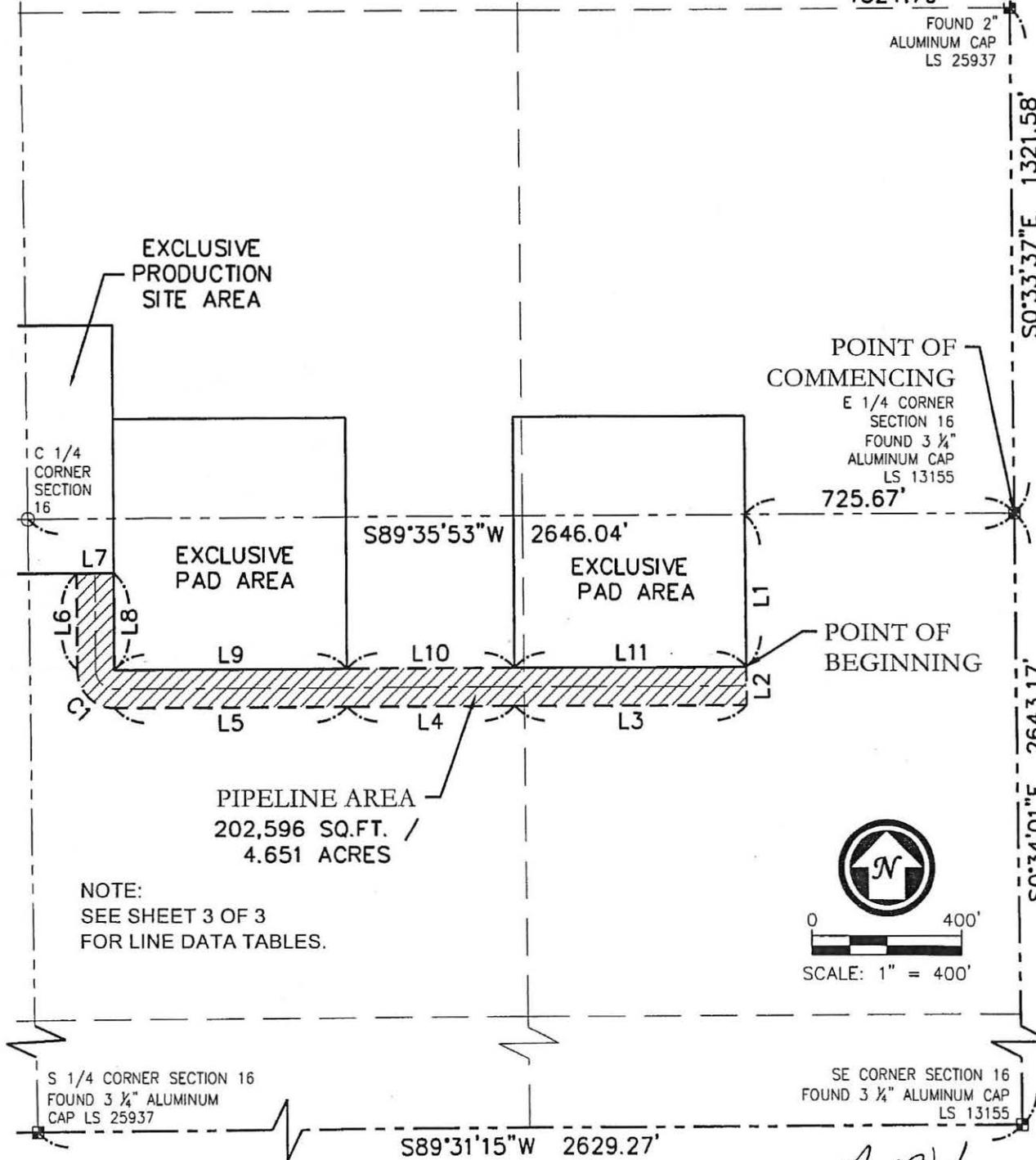
ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.
(SHEET 2 OF 3)

NE CORNER SECTION 16
FOUND 3 1/4" ALUMINUM CAP
LS 13155
N00°34'00"W
1321.79'

FOUND 2" ALUMINUM CAP
LS 25937

S0°33'37"E 1321.58'
BASIS OF BEARINGS

S0°34'01"E 2643.17'



PIPELINE AREA
202,596 SQ.FT. /
4.651 ACRES

NOTE:
SEE SHEET 3 OF 3
FOR LINE DATA TABLES.



0 400'
SCALE: 1" = 400'

COLORADO STATE BOARD OF LAND COMMISSIONERS

NOBLE REPRESENTATIVE: *[Signature]*

x _____

DATE: 12-10-2014

BY: _____

COMMENTS: _____

EXHIBIT A-5

PIPELINE AREA

ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.
(SHEET 3 OF 3)

Line Data Table

No.	Direction	Length
L1	S0°38'48"E	400.62'
L2	S0°33'02"E	100.00'
L3	S89°40'26"W	622.80'
L4	S89°39'31"W	447.44'
L5	S89°42'18"W	622.56'
L6	N0°34'25"W	255.31'
L7	N89°40'31"E	100.00'
L8	S0°34'25"E	254.87'
L9	N89°42'18"E	622.48'
L10	N89°39'31"E	447.46'
L11	N89°40'26"E	622.41'

Curve Data Table

No.	Radius	Length	Delta	Chord Direction	Chord Length
C1	100.00'	156.59'	89°43'17"	N45°26'03"W	141.08'

LEGAL DESCRIPTION

EXCLUSIVE PAD AREA - EXHIBIT A-6

A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, NORTH 89°35'53" EAST, 405.04 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°17'14" WEST, 265.19 FEET;

THENCE NORTH 89°41'07" EAST, 622.49 FEET;

THENCE SOUTH 01°18'25" EAST, 660.11 FEET;

THENCE SOUTH 89°41'22" WEST, 622.72 FEET;

THENCE NORTH 01°17'14" WEST, 394.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 410,913 SQUARE FEET / 9.433 ACRES OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AS MONUMENTED AT THE NORTH END BY A 2.5" ALUMINUM CAP, LS 32829 AND AT THE SOUTH END BY A 2.5" ALUMINUM CAP, LS 28285. SAID LINE IS ASSUMED TO BEAR NORTH 01°17'29" WEST. 410,913 SQUARE FEET / 9.433

EXHIBIT A-6

EXCLUSIVE PAD AREA

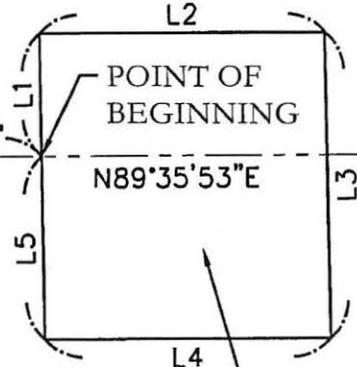
ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED December 10, 2014.
(SHEET 2 OF 2)

NW CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 32829

Line Data Table		
No.	Direction	Length
L1	N1°17'14"W	265.19'
L2	N89°41'07"E	622.49'
L3	S1°18'25"E	660.11'
L4	S89°41'22"W	622.72'
L5	N1°17'14"W	394.88'

N1°17'29"W 2651.04'
BASIS OF BEARINGS

POINT OF COMMENCING
W 1/4 CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 28285



2646.20'



EXCLUSIVE PAD AREA
410,913 SQUARE FEET /
9.433 ACRES



SCALE: 1" = 400'

SW CORNER SECTION 16
FOUND 2 1/2" ALUMINUM CAP
LS 23501

FOUND 2 1/2" ALUMINUM CAP
LS 27269

S 1/4 CORNER SECTION 16
FOUND 3 1/4" ALUMINUM CAP
LS 25937

S89°30'50"W 1314.63'

S89°30'49"W 1314.68'

COLORADO STATE BOARD OF LAND COMMISSIONERS NOBLE REPRESENTATIVE: *[Signature]*

x _____
BY: _____

DATE: 12-10-2014
COMMENTS: _____

LEGAL DESCRIPTION

EXCLUSIVE PAD AND PRODUCTION AREA - EXHIBIT A-7

A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, NORTH 89°35'53" EAST, 1495.20 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'42" WEST, 263.64 FEET;

THENCE NORTH 89°40'49" EAST, 622.54 FEET;

THENCE NORTH 01°17'21" WEST, 244.97 FEET;

THENCE NORTH 89°40'08" EAST, 763.31 FEET;

THENCE SOUTH 00°34'25" EAST, 245.08 FEET;

THENCE NORTH 89°39'59" EAST, 622.51 FEET;

THENCE SOUTH 00°34'15" EAST, 660.21 FEET;

THENCE SOUTH 89°42'18" WEST, 622.48 FEET;

THENCE NORTH 00°34'25" WEST, 254.87 FEET;

THENCE SOUTH 89°40'31" WEST, 755.19 FEET;

THENCE SOUTH 01°17'21" EAST, 255.10 FEET;

THENCE SOUTH 89°41'26" WEST, 622.66 FEET;

THENCE NORTH 01°16'42" WEST, 396.38 FEET TO THE **POINT OF BEGINNING**.

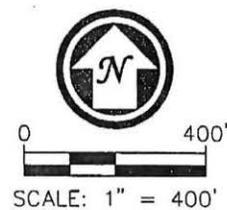
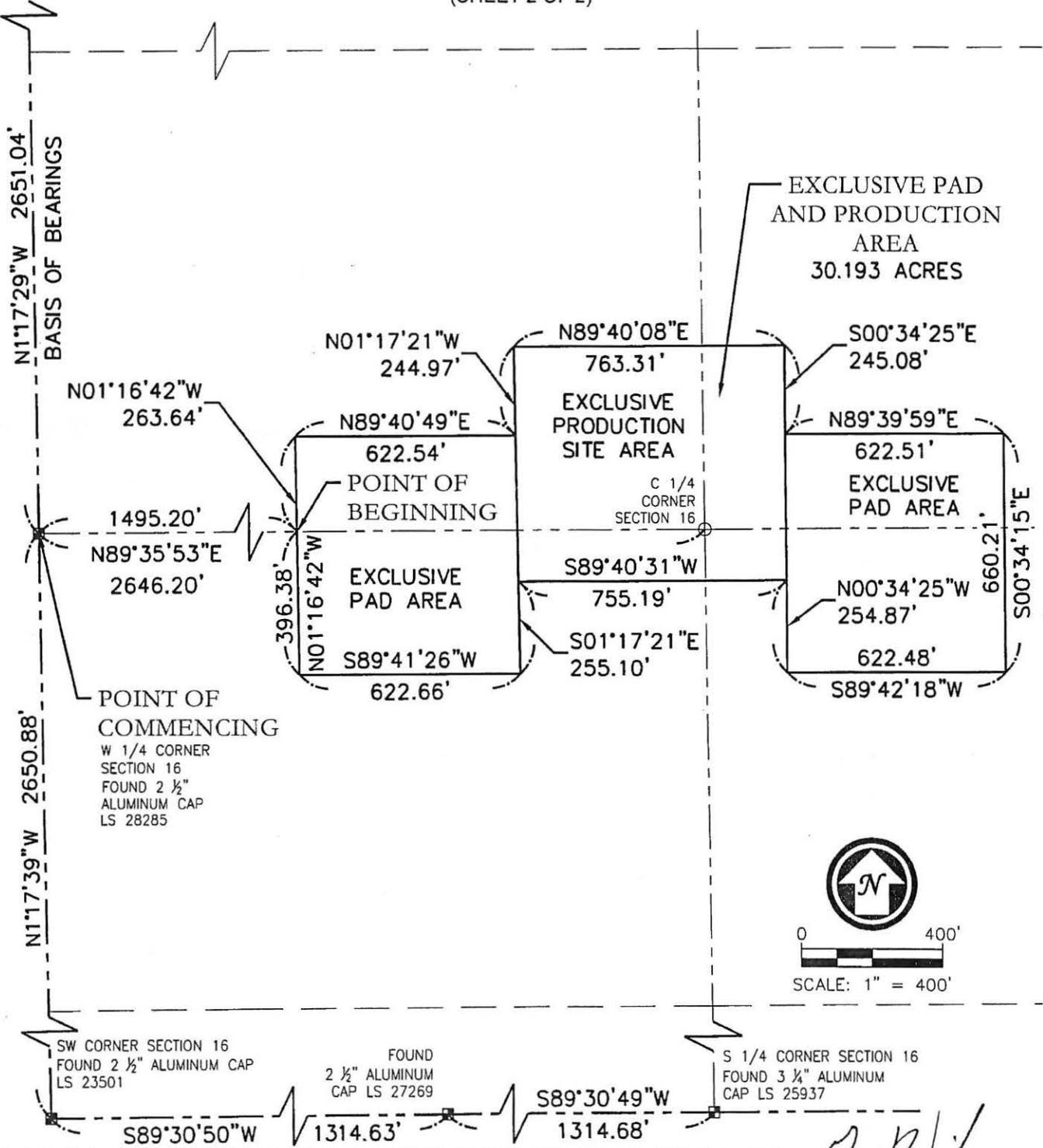
CONTAINING: 1,315,226 SQUARE FEET / 30.193 ACRES OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AS MONUMENTED AT THE NORTH END BY A 2.5" ALUMINUM CAP, LS 32829 AND AT THE SOUTH END BY A 2.5" ALUMINUM CAP, LS 28285. SAID LINE IS ASSUMED TO BEAR NORTH 01°17'29" WEST.

EXHIBIT A-7

EXCLUSIVE PAD AND PRODUCTION AREA
 ATTACHED TO AND BE REFERENCE MADE A PART OF THAT CERTAIN
 SURFACE USE AGREEMENT DATED December 10, 2014.
 (SHEET 2 OF 2)

NW CORNER
 SECTION 16
 FOUND 2 1/2"
 ALUMINUM CAP
 LS 32829



SW CORNER SECTION 16
 FOUND 2 1/2" ALUMINUM CAP
 LS 23501

FOUND
 2 1/2" ALUMINUM
 CAP LS 27269

S 1/4 CORNER SECTION 16
 FOUND 3 1/4" ALUMINUM
 CAP LS 25937

COLORADO STATE BOARD OF LAND COMMISSIONERS

NOBLE REPRESENTATIVE: *[Signature]*

x _____

DATE: 12-10-2014

BY: _____

COMMENTS: _____

LEGAL DESCRIPTION

EXCLUSIVE PAD AREA - EXHIBIT A-8

A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF, SOUTH 89°35'53" WEST, 725.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°33'02" EAST, 400.62 FEET;

THENCE SOUTH 89°40'26" WEST, 622.41 FEET;

THENCE NORTH 00°34'01" WEST, 660.00 FEET'

THENCE NORTH 89°40'34" EAST, 622.60 FEET;

THENCE SOUTH 00°33'02" EAST, 259.35 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 410,844 SQUARE FEET / 9.432 ACRES OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AS MONUMENTED AT THE NORTH END BY A 2" ALUMINUM CAP, LS 25937 AND AT THE SOUTH END BY A 3.25" ALUMINUM CAP, LS 13155. SAID LINE IS ASSUMED TO BEAR SOUTH 00°33'37" EAST.