

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 15th day of Dec, 2010, is made by and between the undersigned, Fred Franklin & Isabel Franklin, whose address is 24549 WCR 46, LaSalle, Colorado 80645, 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 4 North, Range 64 West, 6th P.M.
Section 7: SE/4SE/4
FRANKLIN C08-62HN
FRANKLIN C17-69HN

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, 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. _____ for each of the proposed FRANKLIN C08-62HN and FRANKLIN C17-69HN 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, including 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.

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.

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 wellsite to approximately 500 feet by 700 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 wellheads and tank battery location shall be limited to 15 feet in width.

C. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

D. Reclaim the wellsites as nearly as practicable to its original condition and if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

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

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.

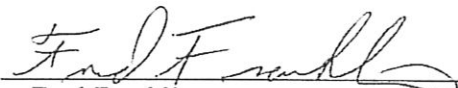
6. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Noble may record a memorandum evidencing the existence of this Agreement.

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.

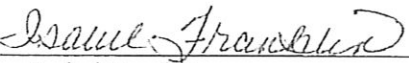
AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER: FRED FRANKLIN

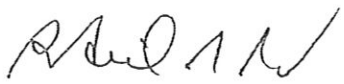
By: 
Fred Franklin

W

OWNER: ISABEL FRANKLIN

By: 
Isabel Franklin

NOBLE ENERGY, INC.

By: 
P. David Padgett, Attorney-In-Fact

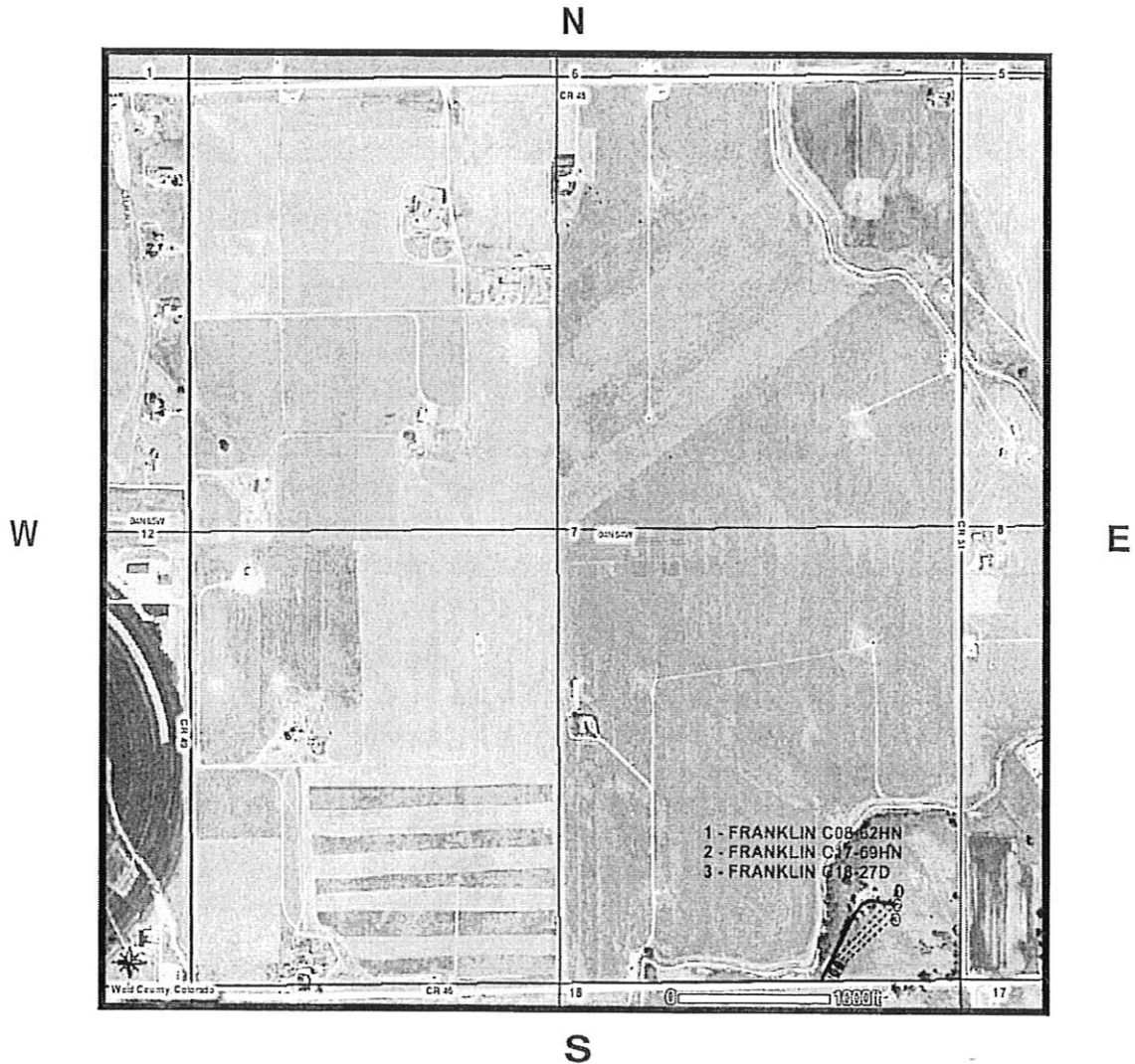
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Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated 12-15
_____, 2010, by and between Fred Franklin & Isabel Franklin, as "Owner" and Noble Energy,
Inc. as "Noble" covering the following lands:

Township 4 North, Range 64 West, 6th P.M.
Section 7: SE/4SE/4
Weld County, Colorado



Road Access 

Flowline 

Tank Battery 