

Produced Water Disposal Agreement

THIS AGREEMENT made and entered into as of the 25th day of January, 2011, effective January 1, 2011, by and between Marion L. Chapman and Hazel I. Chapman, husband and wife, 25933 County Road DD, Wray, CO 80758-9301, hereinafter referred to as "Lessors" and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, hereinafter referred to as "Lessee".

1. Lessors hereby grant to Lessee the right to drill, test, complete, recomple, rework, maintain, inspect, alter, replace, repair, operate and remove a produced water disposal well ("Well") and disposal facility ("Facility") in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Township 1 South, Range 44 West, 6th P.M., Yuma County, Colorado (the "Tract"), to dispose of produced water from other wells. It is understood and agreed to between Lessors and Lessee that no more than two (2) total acres shall be used for both the Well and Facility.

2. Lessors hereby agree that all such produced water may be disposed of by conducting the same by pipeline to, and discharging such produced water into the described Well. Lessors also grant to Lessee the right at any and all reasonable times of ingress and egress over the lands of Lessors, being the W $\frac{1}{2}$ of Section 33, Township 1 South, Range 44 West, 6th P.M., Yuma County, Colorado, (the "Property"), for the use and purpose of conducting operations on said lands as herein granted. Lessors hereby authorize Lessee, without joinder by Lessors, to record in the county in which the Well and the Facility are located a document which accurately describes the location of the Well and Facility as actually constructed and the Tract set forth above shall be superseded by the description of the Well and the Facility locations as actually constructed.

3. It is agreed that this agreement shall be and remain in force and effect for a period twenty (20) years from January 1, 2011. Lessee hereby covenants and agrees to pay to Lessors as rental, and for the other rights herein granted, the sum of [REDACTED] per year in advance for the term of this agreement and for each year for which this agreement is renewed, as hereinafter provided. Receipt of the payment for the year beginning as of the effective date of this agreement, is hereby acknowledged. Subsequent annual payments, if any, may be mailed within thirty (30) days following the second anniversary date. Any and all payments made under this agreement will be sent to Lessors' address, noted above. Lessee shall have the exclusive option to extend this agreement for an additional ten (10) years from January 1, 2031 by paying to Lessors the amount of [REDACTED] in advance of such date and for each year for which this agreement is renewed.

4. Said yearly payment(s) constitute the full and entire consideration to be paid by Noble for the use of the surface and all damages (except as provided in paragraphs 6 and 7 hereof) to the land associated with the drilling, testing, completion, recompletion, reworking, re-entry, pumping, operation and maintenance of the Well and Facility located on the Property. The payment is for all damages to the Property, including, but not limited to, damages to growing crops, trees, sod, damage to croplands, removal, transportation and care of livestock, construction of access roads, preparation and use of the Property.

5. Lessors shall notify Lessee of any change of ownership in the Property and the notice shall make reference to this agreement. No change in the ownership of the Property or assignment of rentals hereunder shall be binding on Lessee until after Lessee has been furnished with the original or certified copy of the recorded instrument or instruments evidencing such change in ownership or assignment of rentals. Lessors warrant and agree to defend title to the Property. Lessors agree to account and are responsible to any landlord, tenant, owner or other party entitled to any compensation for the above stated rental.

6. If by reason of Lessee's operations, there is damage to personal property located on the Property, or if there is damage to the Property caused by the negligence of Lessee or an unreasonable use of the Property by Lessee that is not associated with reasonable and normal operation of a produced water disposal well, such as damage to structures, fences, culverts, and cement ditches, such damage shall be repaired or replaced by Lessee, or Lessee shall promptly pay Lessors for such damage.

7. Any pipeline(s) laid across the Property shall be laid and maintained below plow depth.

8. Lessee its successors or assigns shall have the right to remove, in whole or in part, any and all material, equipment and other property placed on the Property during the term of this agreement or within a reasonable time thereafter.

9. Lessee shall indemnify Lessors and hold Lessors harmless from and against any and all claims, liabilities, actions, costs, lawsuits and damages arising out of or related to the use of the Property by Lessee, its employees, contractors or agents, except when caused in whole or in part by Lessors, Lessors tenant, licensees, invitees, or agents.

10. Lessee agrees to comply with all lawful rules and regulations of the State of Colorado and other regulatory agencies having lawful jurisdiction hereunder in its operations hereon including but not limited to the proper plugging of the Well. Additionally, Lessee shall reclaim the Well and Facility locations in accordance with the rules and regulations promulgated by the Colorado Oil and Gas Conservation Commission.

11. This agreement and all rights granted herein shall be assignable. All the terms and provisions hereof shall run with the land and inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. This agreement may be executed in one document, signed by all parties or in separate documents that shall be counterparts hereof. If executed in separate counterparts, when executed by one or more of the parties, the counterparts shall constitute one and the same document.

IN WITNESS WHEREOF, this agreement is executed this 10th day of February, 2011, but effective as of January 1, 2011.

LESSORS

Marion L. Chapman
Marion L. Chapman, husband

Hazel I. Chapman
Hazel I. Chapman, wife

LESSEE

Noble Energy, Inc.

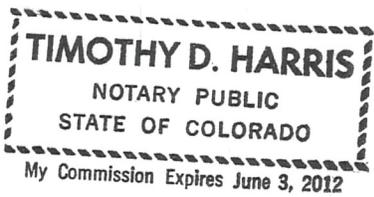
By: Anne L. Schreiner KR
Anne L. Schreiner, Attorney-in-Fact TA

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF COLORADO

COUNTY OF YUMA

This instrument was acknowledged before me this 25th day of January, 2011, by Marion L. Chapman and Hazel I. Chapman, husband and wife



Timothy D. Harris
Notary Public
Printed Name: Timothy D. Harris
Commission Expires: 06/03/2012

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO

CITY AND COUNTY OF DENVER

This instrument was acknowledged before me this 10th day of February, 2011, by Anne L. Schreiner, as Attorney-in-Fact of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.



Ken Reisenauer
Notary Public
Printed Name: Ken Reisenauer
Commission Expires: 6-4-2012