

SURFACE USE AGREEMENT
OM 3426

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 8th day of November, 2007, is made by and between the Colorado State Board of Land Commissioners, whose address is 5312 W. 9th Street Drive, Suite 130, Greeley, CO, 80634 herein called "Owner", and Noble Energy, Inc., 1625 Broadway, Suite 2000, Denver, Colorado 80202, herein called "Noble";

WHEREAS, Owner represents that it is the surface owner 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 63 West, 6th P.M.
Section 30: All

WHEREAS, Owner recognizes that Noble has certain rights to conduct operations on the Lands under the terms of Oil & Gas Lease(s) and certain obligations under Colorado Oil & Gas Conservation Commissions (COGCC) regulations covering the Lands, Owner and Noble desire to facilitate development of the oil and gas resources by use of the surface and to minimize any surface damage to the lands and to reach an agreement regarding such surface use;

WHEREAS, prior to March 2, 2006 the COGCC, under Rule 318A, allowed for twenty (20) vertical well locations per governmental section (five (5) per governmental quarter section) within the Greater Wattenberg Area windows as currently defined by Rule 318A(a) (GWA windows);

WHEREAS, effective March 2, 2006 the COGCC amended Greater Wattenberg Area Special Well Location, Spacing and Unit Designation Rule, 318A, to allow for twelve (12) additional directional wells per governmental section (three per governmental quarter-section) to be drilled directionally, at the cost of the operator, from a surface location that is within fifty feet (50') of an existing surface well location, referred to hereafter as "Additional Wells";

WHEREAS, in the case that the Additional Wells are greater than fifty feet (50') from an existing surface well location outside the GWA windows, then operator must obtain consent from the Owner for approval for the location so as to comply with COGCC Rules 318Ac.(2) and 318A(a);

WHEREAS, it is Noble's intent to drill Additional Wells at vertical locations that will require Owner's consent so as to comply with COGCC Rules 318Ac.(2) and 318A(a);

NOW, THEREFORE, in consideration of the terms and conditions cited below, the parties agree as follows:

1. Owner agrees to allow Noble to use the surface of the Lands to vertically drill five (5) Additional Wells as shown on Exhibit A attached hereto and made a part hereof.
2. Payment to Owner. Prior to the commencement of actual drilling operations on the Lands, Noble shall pay Owner
(the "Payment"), as consideration to allow for the vertical drilling of five (5) Additional Wells. The foregoing sum is not to be considered 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:
 - A. Payment is an advance payment for five (5) proposed vertical interior infill 318A well sites as shown on Exhibit A and located on the Lands in which Owner owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flow lines or other necessary facilities in connection with the well sites, and;
 - B. If, the operations of Noble or its contractors directly cause damage to real or personal property upon the Lands such as, but not limited to, damage to livestock, structures, buildings, fences, culverts, concrete ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Noble, or Noble shall pay reasonable compensation to Owner for such additional actual damage or equal to an amount necessary to reimburse the Owner for the reasonable costs to repair such actual damages.
3. Existing Colorado Oil and Gas Leases 70/7861-S & 73/4891-S. No provision of this Surface Use Agreement shall modify, change, extend, amend or otherwise affect the rights and obligations of the parties under Colorado Oil and Gas Leases 70/7861-S & 73/4891-S including the provisions for bonding for surface damage/restoration. In conducting operations on the Lands, Noble as the operator of this lease and as lessee of record, shall be responsible for all activities herein described.
4. Approval of Well Site Locations and Other Surface Stipulations. Noble must receive Owner's written approval prior to the submittal of an Application for Permit to Drill (APD) with the COGCC. Noble represents that it's Attorney-In-Fact has the power to bind Noble to the terms of the attached Exhibit B and this Agreement. Noble's field representative shall meet and agree with Owner (or Owner's representative) as to the location of the well sites, access roads, flow lines, tank batteries, associated production facilities, and other stipulations as provided in Exhibit B of this agreement. Reclamation activities shall include but not be limited to:

- A. Reclaim each well site at its sole expense as nearly as practicable to its original condition. Final reclamation of well sites shall be to the satisfaction of the Owner, and shall comply with all appropriate reclamation regulations including COGCC Reclamation Regulation Series 1000 and Series 1100.
- B. Use its best efforts to keep the well, Lands, and production facilities free of weeds and debris.

Such approval shall not be unreasonably withheld by Owner. Once approved such written approval shall be attached to and become a part of this agreement.

- 5. Other Lessees. The parties recognize that other leases for surface use of the lands exist. Noble shall use reasonable efforts to minimize the impact of its use of the surface of the Lands on the other surface lessees and their surface use.
- 6. Successors and Assigns. When the word Noble is used in this Agreement, it shall also mean the successors and assigns of Noble Energy, Inc., including but not limited to 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 the parties, and may be executed in counterparts.
- 7. 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 except as required by law. Noble may record a memorandum evidencing the existence of this Agreement.
- 8. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be City and County of Denver.
- 9. 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: Colorado State Board of Land Commissioners

By: _____

Mark W. Davis, Minerals Director

Noble Energy, Inc.

By: _____

Charles M. Countryman, Attorney-In-Fact



EXHIBIT B
Surface Use Agreement OM 3426
CONSULTATION AGREEMENT
Approval of Well Site Locations and Other Surface Stipulations

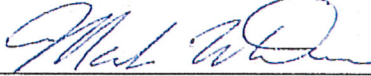
THIS EXHIBIT B, (Consultation Agreement), dated November 8, 2007, is made by and between the Colorado State Board of Land Commissioners, whose address is 5312 W. 9th Street Drive, Suite 130, Greeley, CO 80634, herein called "Owner" and Noble Energy, Inc., herein called "Noble ", for specific surface use requirements and obligations as required under Paragraph 4 of Surface Use Agreement OM 3426.

Surface Use Obligations. In conducting operations on the Lands, Noble as the operator of Colorado Oil and Gas Leases 70/7861-S & 73/4891-S, as lessee of record, shall:

1. Locate the well sites, access roads, flow lines, tank batteries and other associated production facilities in consultation with Owner as compiled and depicted on Exhibit A as attached to Surface Use Agreement OM 3425.
3. Limit the size of each well site to approximately 350 feet by 400 feet during any drilling, completion, recompletion or workover operations.
4. Each well site shall be no more than 1/4 acre in size during other periods.
5. Use its best efforts to utilize exiting tank batteries. If a new tank battery is required, the size should not exceed .1 acre upon completion of construction.
6. Access roads shall be limited to approximately 15 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. Road widths can be kept to this width utilizing passing area cutouts at strategic locations. Noble agrees to use one-inch or smaller rock when constructing permanent well access roads, unless agreed to by Owner.

7. 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.
8. The Owner will be notified if reserve pits are placed on irrigated or dry land cropland. Owner or its designated representative may inspect the reserve pits and approve their reclamation prior to closure.
9. Reclaim the each well site at its sole expense as nearly as practicable to its original condition.
10. Noble shall revegetate the location with native grasses. Weather permitting, reclamation operations shall be completed within three months (preferably in the fall or spring when enough moisture is available for seed germination and plant growth) following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement due to unforeseen considerations
11. Because the soil texture is loam or lighter, Noble will keep a mulch of imbedded straw or chunky manure on all exposed soil until final reclamation.
12. Final reclamation of sites shall be to the satisfaction of the Owner, and shall comply with all appropriate reclamation regulations including COGCC Reclamation Regulation Series 1000 and Series 1100.

Owner: Colorado State Board of Land Commissioners

By: 
Mark W. Davis, Minerals Director

Noble Energy, Inc.

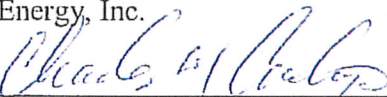
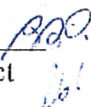

By:  
 Charles M. Countryman, Attorney-In-Fact



Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated November 8, 2007, by and between Noble Energy, Inc. as "Noble" and Colorado State Board of Land Commissioners, as "Surface Owner" covering the following lands:

Township 4 North, Range 63 West, 6th P.M.
Section 30: ALL
Weld County, Colorado

