

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 30 day of March, 2006, is made by and between the undersigned, Theodore A. Buderus, Daniel J. Buderus and Julie Ann Buderus, whose address is 26246 WCR 45, Greeley, CO 80631, herein called "Owner", and Noble Energy Production, Inc., 1625 Broadway, Suite 2000, 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 63 West, 6th P.M.
Section 6: SE1/4

WHEREAS, Owner recognizes that Noble has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands and Owner and Noble desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage;

NOW, THEREFORE, in consideration of the ten dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Noble agree as follows:

1. Payment to Owner. Prior to commencement of drilling operations on the Lands, Noble shall pay Owner the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations, unless otherwise specifically provided herein:

A. ~~_____~~ for the proposed wellsite located on the Lands ~~(and a like amount for any subsequent wellsites to be 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 wellsite. TAB
DJB
Ans

B. If, by reasons directly resulting from the operations of Noble, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations, including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Noble, or Noble will pay reasonable compensation to Owner for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

C. Owner agrees to notify any surface tenant that may be affected by Noble's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as they shall mutually determine between themselves and Noble shall have no liability therefor.

2. Consultation. If requested by Owner, prior to heavy equipment operations on each wellsite, Noble's representative will meet and consult with Owner (or Owner's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities.

3. Noble Obligations. In conducting operations on the Lands, Noble shall:

A. Locate the wellsite, 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. ACCESS. Company shall gain access to and from the drill sites in the following manner as agreed upon in Exhibit "A". Access roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to 15 feet in width.

C. DRILL SITES. Limit the size of each wellsite to approximately 300 feet by 350 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.

D. FENCING. Prior to the commencement of operations by Company upon the Premises involving the use of heavy equipment, Company, at its expense, shall construct a temporary, single strand wire fence to the boundaries of the designated access road and drilling sites described in Exhibit "A". Company shall maintain said fence in a functional condition until all drilling site preparation and construction operations, well drilling and completion operations, pipeline and equipment construction and installation operations, and reclamation operations have been completed. Upon completion of said operations, Company shall dismantle and remove said fence from the Premises.

E. SOIL EXCAVATION. During all soil excavation operations, Company shall rely on apparent differences in physical soil characteristics such as color, texture, density and consistency in order to segregate the topsoil from the subsoil. All excavated subsoils and topsoils shall be stockpiled separately within the fenced drilling site area. Company shall place any culverts necessary to practically and adequately drain the wellsite and tank battery sites.

F. FUTURE OPERATIONS. Company shall notify Owner no less than seven (7) days prior to the commencement of all operations associated the subject well

conducted by Company upon the Premises subsequent to the operations aforementioned in the Agreement. This provision shall not apply in the event of an emergency, or for normal well production operations that do not involve the use of heavy equipment.

G. OPERATIONAL OBLIGATIONS. All operations conducted by Company upon the Premises shall be done in a diligent manner and in accordance with all applicable law, as well as the highest standards of the oil and gas industry.

H. INDEMNIFICATION. Company shall indemnify and hold harmless Owner from all liability for personal injury to third parties and damage to their property and any environmental claims made by third parties caused by operations conducted by Company.

I. NOTIFICATION. Any notice given from one party hereto to the other under this Agreement shall be made by depositing such notice in the U.S. Mail, as certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner: Theodore A. Buderus, Daniel J. Buderus and Julie Ann Buderus
26246 WCR 45
Greeley, CO 80631

If to Company: Noble Energy Production, Inc.
1625 Broadway, Suite 2000
Denver, CO 80202

J. Reclaim the wellsite 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.

K. Use its best efforts to keep the well, 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 of Intent to Drill Letter provided by Company to Owner.

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 Company confidential and shall not disclose such information without the

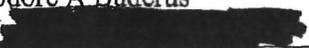
advance written consent from Company. Company may record a memorandum evidencing the existence of this Agreement.

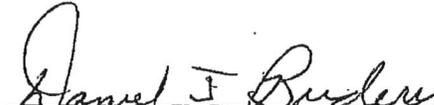
7. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Weld County, Colorado.

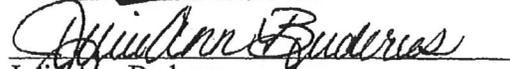
8. Written Modifications/Notices. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

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

Owner:


Theodore A Buderus
SSN: 


Daniel J. Buderus
SSN: 

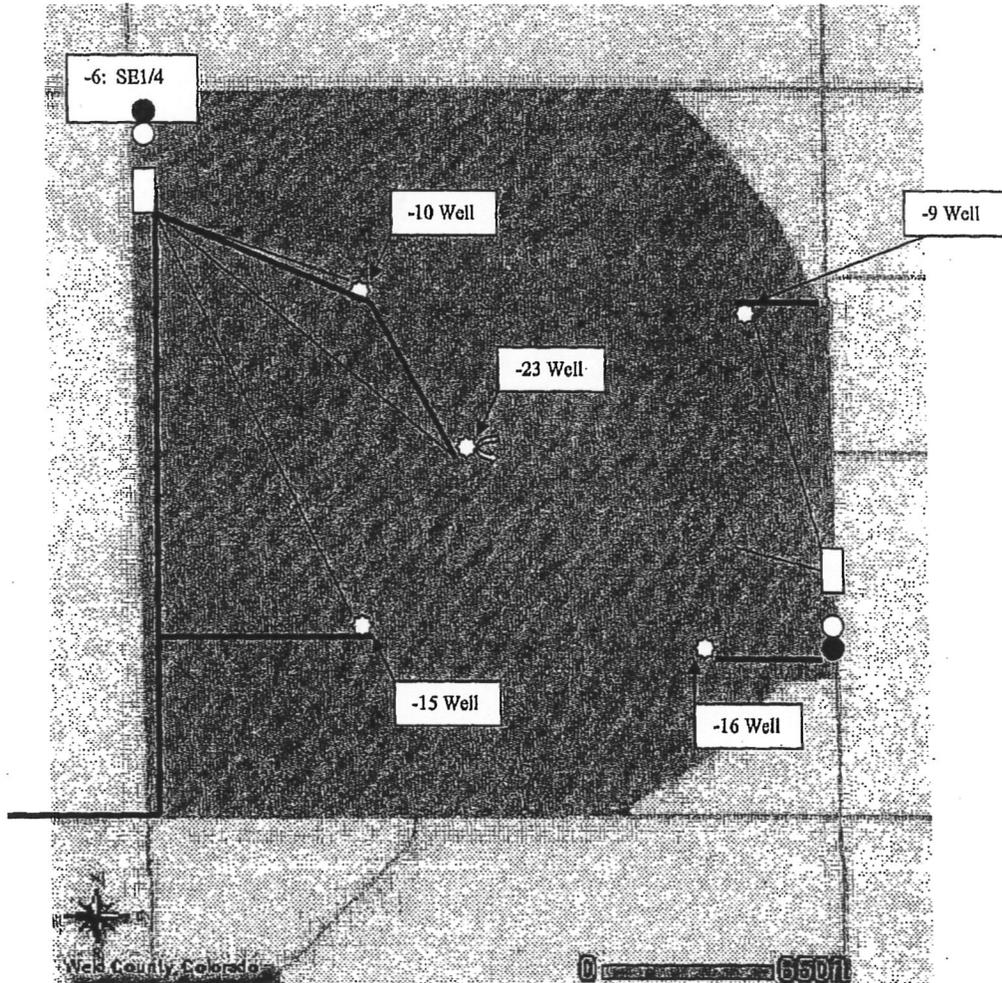

Julie Ann Buderus
SS#: 

NOBLE ENERGY PRODUCTION, INC.

By: 


EXHIBIT "A"

Attached to a Surface Use Agreement dated March 30, 200⁶, by and between Theodore A. Buderus, Daniel J. Buderus, Julie Ann Buderus and Noble Energy Production, Inc., covering a tract of land in the SE1/4 of Section 6, Township 4 North, Range 63 West, 6th P.M., Weld County, Colorado.



- | | | | |
|-----------|---|--------------|---|
| Wellhead | ⊗ | Access | — |
| Oil Tank | ● | Center Pivot | ↻ |
| Separator | □ | | |
| Water Pit | ○ | | |
| Flowline | — | | |

Dr. Joe CC6-9,10,15,16,23