

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 17th day of December 2012, is made by and between the undersigned, WCR89 Group, LLC, whose address is 2219 Smallwood Drive, Fort Collins, CO 80528 herein called "Owner", and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, herein called "Noble"; and consented to by Colorado Cattlemen's Agricultural Land Trust ("CCALT") whose address is 8833 Ralston Road Arvada, Colorado, 80002 (collectively, the "Parties").

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 9 North, Range 61 West, 6th P.M.

Section 28: SE/4SE/4;

covering the following named wells: WILD HORSE GV27-78HN and WILD HORSE GV28-72HN.

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;

WHEREAS, the Lands are subject to a Deed of Conservation Easement, held by the CCALT and recorded on December 27, 2007 in the records of the Weld County Clerk and Recorder's Office at Reception No. 3525997 and as amended on October 31, 2008 in the records of the Weld County Clerk and Recorder's Office at Reception No. 3587459 (the "Conservation Easement").

NOW, THEREFORE, in consideration of the _____ and other valuable consideration, the sufficiency of which is hereby acknowledged, Owner, CCALT, 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, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning operations for the well(s) together with the installation, operation and maintenance of the associated flowline(s), access roads and production facilities, unless otherwise specifically provided herein:

A. _____ for:

i. For each proposed well 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;

ii. A permanent subsurface easement for passage of any portion of the wellbore, whether producing or non-producing, including the right to occupy and use the subsurface and the subsurface pore space displaced by the wellbore and all structures appurtenant thereto;

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. Well Density. Noble is aware of the terms and conditions of the Conservation Easement. Owner and CCALT are aware that the Lands are, as of the effective date above, within statewide spacing under the Rules and Regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), which for this area of Weld County is currently one (1) horizontal well per 640 acres, and that it is difficult for Noble to predict future well spacing and well density on the Lands that will properly develop the oil and gas estate. Noble desires to limit to the maximum extent practicable its impact upon the Lands and agrees to work cooperatively with Owner and the CCALT through onsite consultations to locate wells in a manner that is limited, localized and concealed with existing topography. No wells other than the COGCC permitted WILD HORSE GV27-78HN and WILD HORSE GV28-72HN may be drilled on the Lands under this Agreement. The disturbed area for the well site shall not exceed six (6) acres in size. Noble agrees that no well shall be located within a one-half (1/2) mile radius of any residential dwelling located on the Lands without the express written consent of Owner. Noble agrees to work cooperatively with Owner and CCALT on a new Surface Use Agreement for any future wells on lands owned by Owner and covered by the Conservation Easement.

3. Production Facilities. Production facility location selection shall be based in large part upon scenic and open space regulations as required by the Treasury Regulations which require facilities to be "limited, localized and concealed by existing topography". Noble agrees to work cooperatively with Owner and the CCALT to locate production facilities in a manner that is "limited, localized and concealed with existing topography". It is agreed that this may require the installation of certain pipelines

necessary for the transportation of oil, gas and water produced on the Lands to facility locations off of the Lands and nothing in this paragraph shall be construed as preventing Noble from installing any required connections to pipelines in accordance with paragraph 5 below. Where the existing topography is not practical to conceal the location of production facilities the parties will work cooperatively to identify the best location that limits and localizes facility locations to make the least impact to the surface and the Conservation Easement.

4. Access Roads. Whenever possible, Noble agrees to use existing roads for access to any new location utilized in connection with Noble's activities allowed hereunder on the Lands. Said roads shall not exceed thirty feet (30') 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 and any reclaimed road will be restored in accordance with Paragraph 6D.

5. Pipelines and Power Lines. Noble agrees that, whenever possible, Noble will construct any pipeline (other than flowlines described in Paragraph 1) and/or power lines necessary for production on said Lands within the access road right-of-way, if one exists. Permanent pipeline and/or power line easements are not covered in this Agreement and shall be negotiated in a separate agreement with CCALT and Owner and shall be configured so as to minimize impacts to said Lands. Noble shall backfill, compact, reseed, and re-contour the area disturbed by Noble's construction, installation, repair, or removal of any power line or pipeline. All reclamation activities must comply with the terms of paragraph 6D. To the extent that it does not unreasonably interfere with Noble's operations, Noble shall allow Owner to have reasonable access to and use any power lines installed upon Owner's property. Upon cessation of operations by Noble, Owner may at its election keep said power lines in place. The Owner shall enter into an agreement with the respective power company that supplies power to said power lines for the purchase of power, if Owner elects to keep said power lines in place following the cessation of operations by Noble.

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

A. Locate, construct and install the wellsite, access road, flowlines, and production facilities, including, but not limited to, pumping units, production tanks, water pits, heater/treaters, separators and emission control units as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement.

B. Limit the size of the wellsite to approximately six (6) acres during any drilling, completion, recompletion or workover operations and shall be no more than one (1) acre in size during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one (1) acre in size upon completion of construction.

C. Separate the topsoil at the time of excavation of pits in accordance with Rule 1002.b.(2) of the Rules and Regulations of the COGCC so that the topsoil and subsurface soil can be placed back in proper order as nearly as practicable.

D. Perform all reclamation in accordance with the rules and regulations of the COGCC, unless a variance is granted by the COGCC upon the request of Owner. Weather permitting, reclamation operations shall be completed within six (6) months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

It is further understood that Noble shall be solely responsible for all reclamation related to all oil and gas activities that take place on the Lands. This shall include, but not be limited to, reclamation required within wellsites, access, flow line, gas pipe line and utility easements. At Owner's written request, Noble shall permit Owner to retain "as is" any portion of the access road or surface facility pad following plugging and abandonment operations.

At any site where Noble does not discover oil, gas or hydrocarbons of commercial quantity and determines the well to be a "dry hole", Noble shall within six (6) months of cessation of completion operations restore and reseed the disturbed area after replacing topsoil to specifications not less than that of the Bureau of Land Management ("BLM"), Natural Resources Conservation Service ("NRCS"), and/or the United States Forest Service ("USFS"). Above ground dry hole markers shall be installed when required by the COGCC.

Noble shall reseed any disturbed area using a seed mixture recommended by either, (1) the Weld County Extension Office, or (2) a reputable seed company. Noble shall consult with the Owner in the selection of the seed mixture used in the reclamation of any disturbed site.

It shall be the duty of Noble to insure that a growing ground cover is established upon disturbed soils and Noble shall reseed and water as necessary to accomplish that duty. It shall further be the duty of Noble to inspect and control all noxious weeds as may become established within areas used or disturbed by Noble, and those found to spread to other areas of the Lands as a result of Noble's operations. Noble shall inspect disturbed areas at such times as Owner shall reasonably request in order to determine the growth of ground cover and or noxious weeds, and Noble shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Noble recognizes that this shall be a continuing obligation and Noble shall reseed ground cover and/or control noxious weeds until areas disturbed by Noble are returned to as good a condition as existed prior to construction.

If excavations are made by Noble on the Lands, the topsoil shall be removed and stockpiled and replaced in conformance with COGCC Regulations.

Upon final termination of operations on any portion of the Lands, Noble shall return roads (except permanent roads), rights of way, and sites, the use of which is to be terminated, to their original grade and vegetation. Noble shall use water bars and such other measures as appropriate to prevent erosion and nonsource pollution. All surface restoration shall be accomplished to the reasonable satisfaction of the Owner.

Within ninety (90) days following the abandonment of operations, all surface equipment and surface appurtenances, together with all foreign substances (including gravel), associated with such well and related gathering pipeline, not requested to remain by Owner, shall be removed by Noble from the Lands.

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

F. Regarding a wellsite that is located in pasture or non-crop land, the Owner shall have the option to either have Noble reseed the affected area at Noble sole cost, risk and expense, or reseed the affected area itself and receive payment from Noble in the amount of _____ upon notice of such reseeding by Owner. Such payment will constitute Owner's acceptance of responsibility for compliance with COGCC Rule 1003.e.(2), Revegetation of Non-Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established.

G. Construct cattle guards at all places where Noble requires access through Owner's fences. Cattle guards constructed by Noble shall be installed in a workmanlike manner with properly braced corners. The fence at point of installation shall be properly stretched and maintained by Noble so as to prevent migration of livestock. Stock gates shall be constructed at Owner's request if the movement of livestock will be interfered with.

7. Advance Notice. Owner hereby acknowledges receipt of Noble's Advance Notice of Drilling and that this notice complies with, or hereby waives, all COGCC requirements that it be given advance notice by Noble of the proposed operations. Owner acknowledges receiving from Noble a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as surface owner.

8. Good Faith Consultation. Owner and CCALT acknowledge and agree that Noble has consulted in good faith with Owner and CCALT as to its proposed operations, in accordance with COGCC requirements, or hereby waives such requirements.

(a) Noble will provide Owner and CCALT with the COGCC Form 2A for the well when submitted to the COGCC, and Noble undertakes to ensure that said Form 2A accurately reflects the provisions of this Agreement, including the specified surface locations of facilities shown on Exhibit A.

(b) Owner agrees not to, and CCALT consents to not require Owner to object to said Form 2A, so long as it is consistent with this Agreement, and hereby agrees to not comment on said Form 2A, to not request an extension of the comment period, to not request an onsite inspection and further agrees to not to appeal the approval and issuance of the Form 2A and the related Form 2 so long as both are consistent with this Agreement.

9. 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, CCALT, and Noble and may be executed in counterparts.

10. Confidentiality. Owner and CCALT agree to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Owner further agrees to include language in any annexation, subdivision plat, planned unit development or other land use designation for which Owner may apply to put successors or assigns on notice that the property is subject to this Agreement. Noble shall record a memorandum evidencing the existence of this Agreement, but in all other respects its terms and conditions shall be held confidential by the parties.

11. Dogs and Firearms. Noble agrees that no dogs, firearms or hunting will be allowed on Lands without the express written consent of the Owner and that Noble will notify all of its contractors, agents and employees of this restriction.

12. Indemnity. Noble shall be responsible for all risks and liabilities of any kind and nature, incident to, occasioned by or resulting in any manner, directly or indirectly from Noble's operations or activities on the leased premises and that of its contractors, employees, agents, and assigns except if caused by the sole negligence of Owner. Noble shall protect, indemnify, defend, and hold Owner harmless from any kind and character of damage, loss, expense, claim or cause of action asserted by or arising in favor of any person or entity on account of personal injury, death, or property damage growing out of or attributable to the operations or activities of Noble, its contractors, employees, agents and assigns including without limitation any environmental damage claims except if caused by the sole negligence of Owner. Noble shall keep the leased premises free from any liens of any character resulting from Noble's operations or activities. Noble at its own expense shall defend any suit or action brought against Owner based on any alleged injury, death or property damage or violation of rule, regulation, ordinance, statute or law arising out of the operations or activities of Noble, its contractors, employees, agents, and assigns and pay all damages, claims, costs and expenses, including reasonable attorney's fees incurred by surface owner in connection therewith or in any manner resulting therefrom except if caused by the sole negligence of Owner. Owner shall be responsible for all risks and liabilities of any kind and nature, incident to, occasioned by or resulting in any manner, directly or indirectly from Owner's operations or activities on the leased premises and that of its contractors, employees,

agents, and assigns except if caused by the sole negligence of Noble. Owner shall protect, indemnify, defend, and hold Noble harmless from any kind and character of damage, loss, expense, claim or cause of action asserted by or arising in favor of any person or entity on account of personal injury, death, or property damage growing out of or attributable to the operations or activities of Owner, its contractors, employees, agents and assigns including without limitation any environmental damage claims except if caused by the sole negligence of Noble. Owner at its own expense shall defend any suit or action brought against Noble based on any alleged injury, death or property damage or violation of rule, regulation, ordinance, statute or law arising out of the operations or activities of Owner, its contractors, employees, agents, and assigns and pay all damages, claims, costs and expenses, including reasonable attorney's fees incurred by surface owner in connection therewith or in any manner resulting therefrom except if caused by the sole negligence of Noble.

13. 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.

14. Written Modifications/Notices. This Agreement may only be amended in writing signed by all parties. Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, addressed to the party to which it is intended at the address set forth below for such party:

If to Owner:

WCR89 Group, LLC
2219 Smallwood Drive
Fort Collins, CO 80528

If to Noble:

Noble Energy, Inc.
Attn: Joseph H. Lorenzo
1625 Broadway, Suite 2200
Denver, CO 80202

CC: CCALT

8833 Ralston Road
Arvada, CO 80002

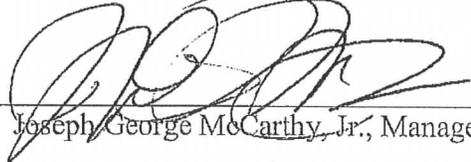
15. Effective Date and Term. This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Noble's leasehold estate expires or is terminated, and Noble has plugged and abandoned the well(s) and conducted reclamation in accordance with this Agreement and applicable COGCC rules and regulations, except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

16. CCALT is a third party beneficiary of this Agreement.

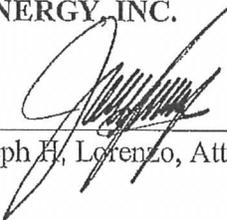
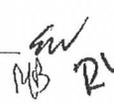
17. Per Paragraph 8 of the Conservation Easement, CCALT hereby agrees that this Agreement is both a surface use agreement and an extraction plan. CCALT approves this Agreement as consistent with the protection of the conservation values of the Lands as defined in the Conservation Easement (the "Conservation Values") and agrees that drilling activities consistent with this Agreement would not be irretrievably destructive of the Conservation Values of the Land nor would such drilling activities substantially diminish or impair the Conservation Values of the Land.

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

OWNER: WCR89 GROUP, LLC

By: 
Joseph George McCarthy, Jr., Manager

NOBLE ENERGY, INC.

By: 
Joseph H. Lorenzo, Attorney-In-Fact 

CONSENT: COLORADO CATTLEMEN'S AGRICULTURAL LAND TRUST

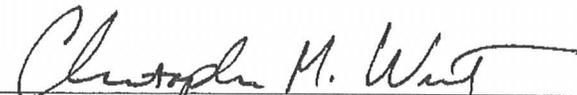
By: 
Christopher M. West, Executive Director

Exhibit "A"

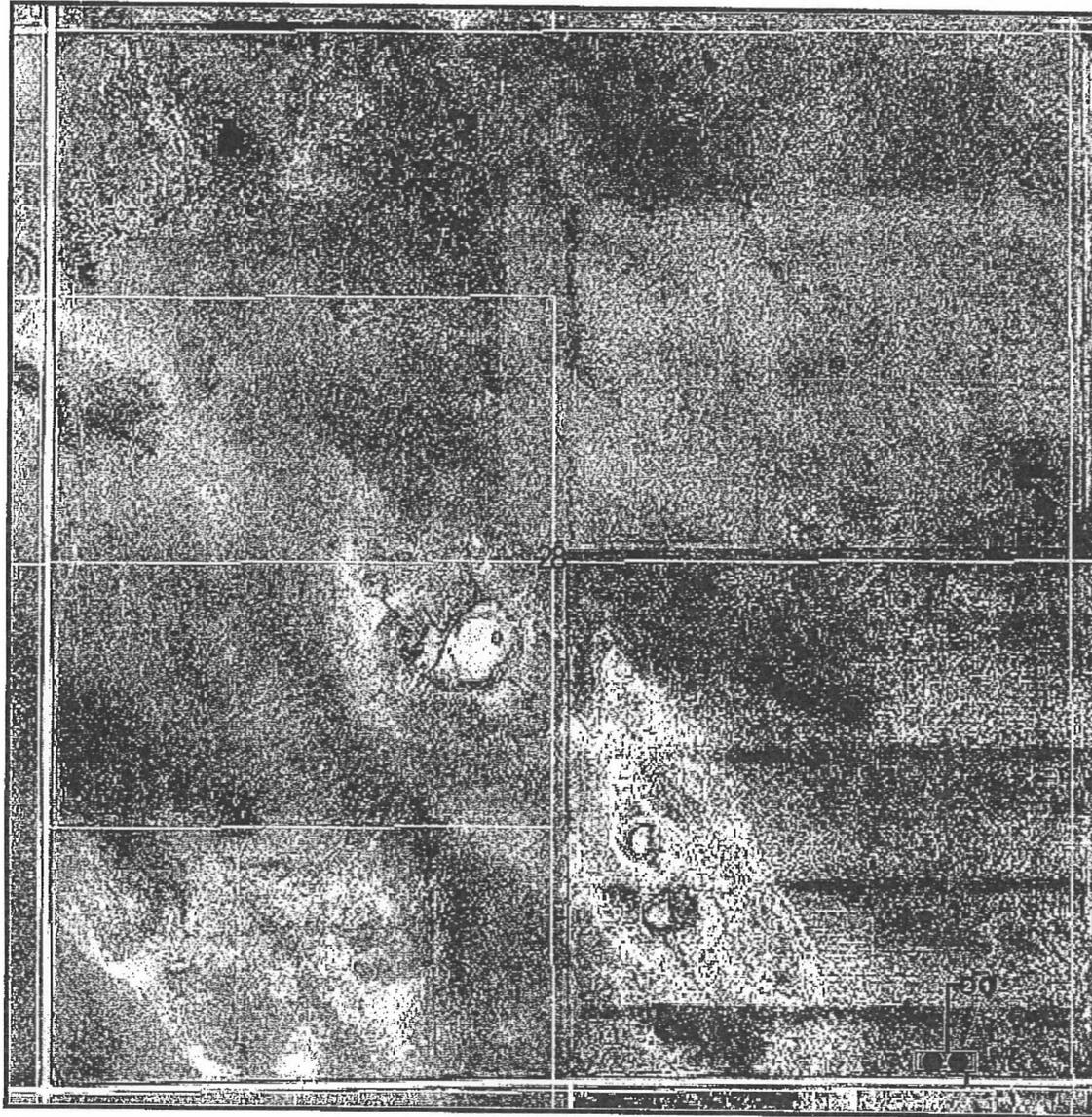
Attached to and by reference made a part of that certain Surface Use Agreement dated December 17th, 2012, by and between WCR89 Group, LLC., as "Owner" and Noble Energy, Inc. as "Noble" covering the following lands:

Township 9 North, Range 61 West, 6th P.M.
Section 28: SE/4SE/4
Weld County, Colorado

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- 1. WILD HORSE GV27-78HN
- 2. WILD HORSE GV28-72HN

Road Access

Flowline

Tank Battery