

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 23<sup>rd</sup> day of August, 2011, is made by and between the undersigned, Allen J. Letterly and Penny C. Letterly, whose address is 28477 WCR 78, Eaton, Colorado 80615, 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 7 North, Range 64 West, 6th P.M.  
Section 23: W/2  
LETTERLY USX AB23-68HN

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 for the LETTERLY USX AB23-68HN 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. [REDACTED] for the proposed wellsite 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, including utility easements from third parties for a buried electric line 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, water wells 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. Limit the size of each wellsite to approximately 350 feet by 500 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 wellhead and tank battery location shall be limited to 15 feet in width. Owner hereby grants to Noble non-exclusive flowline and pipeline easements in the locations shown on Exhibit A which shall be no more than 45 feet in width during construction and 25 feet in width permanently. Aside from the wellsite, tank battery location, access roads and pipeline and flowline easements, Noble shall not use or occupy the Lands except in the event of an emergency.

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. If a closed loop system is not used for drilling, Noble shall remove all cutting and fluids from the drilling pit prior to restoring and reclaiming it.

D. 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.

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

F. Regarding a wellsite that is located in alfalfa fields, the Owner shall have the option to either have Noble reseed the affected area at Noble's sole cost, risk and expense, or reseed the affected area itself and receive payment from Noble in the amount of [REDACTED] upon notice of such reseeding by Owner. Such payment will constitute Owner's acceptance of responsibility for compliance with Colorado Oil & Gas Conservation Commission Rule 1003.e.(1), Revegetation of Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established. Noble will crimp straw at any reseeding site to aide revegetation.

G. Construct the access road using 4 inches (4") of road base and keep the access road well maintained. Construct the drillsite pad with 4 inches (4") of road base.

H. Install low profile tanks and treaters and maintain production facilities in a good state of repair.

I. Install a 4-strand barbed wire fence around the Well and tank battery area and place tanks in a steel enclosure. Noble shall install cattle guards as requested by Owner.

J. Conduct all subsequent operations on the Well, including, but not limited to, deepening, refracing and reworking operations, after the crop is harvested and before replanting, except in the event of an emergency.

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. 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.

7. 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: ALLEN J. LETTERLY AND PENNY C. LETTERLY

By: Allen J. Letterly  
Allen J. Letterly

By: Penny C. Letterly CW  
Penny C. Letterly

NOBLE ENERGY, INC

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

### Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated 8/25/11 of ~~April, 2010~~, by and between Noble Energy, Inc. as "Noble" and Allen J. and Penny C. Letterly, as "Surface Owner" covering the following lands:

Township 7 North, Range 64 West, 6th P.M.  
Section 23: W/2  
Weld County, Colorado

