

## SURFACE USE AGREEMENT

**THIS SURFACE USE AGREEMENT** ("Agreement") is effective this 30th day of November, 2008, by and among ANADARKO E&P COMPANY LP ("Anadarko E&P"), formerly known as Union Pacific Resources Company, ANADARKO LAND CORP. ("Anadarko Land"), formerly known as Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; NOBLE ENERGY, INC. ("Noble") with an address of 1625 Broadway, Suite 2200, Denver, Colorado 80202; KERR-McGEE OIL & GAS ONSHORE LP ("KMG"), a subsidiary of Anadarko Petroleum Corporation, with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202; ENCANA OIL & GAS (USA) INC. ("EnCana") with an address of 370 17<sup>th</sup> Street, Suite 1700, Denver, Colorado 80202 (the Anadarko Entities, KMG, Noble, and EnCana are referred to hereinafter individually or collectively as an "Oil Company" or the "Oil Companies"); and PIONEER COMMUNITIES HOLDINGS LLC ("Pioneer"); HP FARMS LLC ("HP"); HP FARMS HOLDINGS LLC ("HP Holdings"); and RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT ("Resource Colorado"), with respect to their interests in the property, all with an address of 4643 S. Ulster Street, Suite 1300, Denver, Colorado 80237.

A. Pioneer, HP, HP Holdings and Resource Colorado are hereinafter referred to individually and collectively as "Surface Owner," with the reference being to each of them with respect to its specific interests in the Property.

B. Surface Owner owns the surface estate for approximately 5600 acres located in Weld County, Colorado, specifically described in the attached Exhibit 1 and referred to hereinafter as the "Property," with Pioneer owning the Property described in Exhibit 1A, HP owning the Property described in Exhibit 1B, HP Holdings owning the Property described in Exhibit 1C, and Resource Colorado owning the Property described in Exhibit 1D.

C. Surface Owner intends to develop portions of the Property for residential and commercial uses and open space or agricultural uses, as the case may be, and has applied to Weld County for approval of an application for development for the Property.

D. Surface Owner intends that the portions of the Property in Sections 2, 11, 14 and 15, and the E/2 of Section 12 and NW/4 of Section 13, Township 2 North, Range 65 West, will continue to be used for agricultural purposes ("Agricultural Lands"), and Surface Owner anticipates that it will enter into one or more leases for the farming of the Agricultural Lands.

E. The Anadarko Entities together own all of the oil, gas and associated liquid hydrocarbons that underlie the portions of the Property in Sections 5, 7, 9 and 17 in Township 2 North, Range 64 West and Sections 11, 13, and 15 in Township 2 North, Range 65 West, and Anadarko Land owns the minerals exclusive of oil, gas and associated liquid



hydrocarbons under such property, all of such property together being referred to hereinafter as the "Anadarko Mineral Property" and specifically described in Exhibit 2A.

F. KMG and Noble each own certain oil and gas leasehold interests in the Anadarko Mineral Property that they derived through a predecessor company to Anadarko E&P.

G. KMG currently operates six wells on the Anadarko Mineral Property as more specifically identified in Exhibit 2A(1).

H. Noble currently operates twenty-three wells on the Anadarko Mineral Property as more specifically identified in Exhibit 2A(2).

I. Noble, KMG and EnCana own certain oil and gas leasehold interests in the portions of the Property in Section 32, Township 3 North, Range 64 West and Sections 4, 8 and 18, Township 2 North, Range 64 West and Sections 2, 12 and 14, Township 2 North, Range 65 West, all of such property together being referred to hereinafter as the "Oil and Gas Leasehold Property" and specifically described in Exhibit 3A.

J. KMG currently operates nine wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(1).

K. Noble currently operates thirteen wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(2).

L. EnCana currently operates thirteen wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(3).

M. The wells for the well locations identified in Exhibits 2A(1), 2A(2), 3A(1), 3A(2) and 3A(3) are hereinafter referred to together or separately as the "Existing Wells" or an "Existing Well."

N. The Oil Companies have rights to further develop their oil and gas interests and oil and gas leasehold interests by drilling additional wells on both the Anadarko Mineral Property and the Oil and Gas Leasehold Property, as the case may be, which are hereinafter referred to as the "Future Wells."

O. Current Colorado Oil and Gas Conservation Commission ("COGCC") rules and regulations allow the owners and/or lessees of the oil and gas for the Property to locate oil and/or gas wells in five drilling windows in a quarter section, one in approximately the center of each quarter-quarter section in a 400 foot by 400 foot window and one in the center of the quarter section in an 800 foot by 800 foot window.



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P. The parties enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate for the Property and to delineate the process with which they will comply with respect to the development of the two estates.

Q. This Agreement is intended to set forth the parties' rights and obligations regarding the relationship between the development of the surface of the Property by Surface Owner and the development of the oil and gas estate by the Oil Companies, such rights and obligations to be binding upon the parties and their successors and assigns.

R. With respect to the Anadarko Mineral Property, this Agreement is limited to the compatible development of the surface estate and the oil and gas estate; it does not in any respect apply to the minerals other than the oil, gas and associated liquid hydrocarbons owned by Anadarko Land which are the subject of a separate agreement between Anadarko Land and Surface Owner.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Oil and Gas Operations Areas.

a. A reference herein to an "Oil Company" or the "Oil Companies" shall mean the company or companies that own oil and gas interests and/or oil and gas leasehold interests and/or that have the right to drill oil and gas wells on a specific parcel within the Property and their lessees and assignees and all of their successors and assigns.

b. Surface Owner shall delineate and provide to the Oil Companies for their exclusive use (except as otherwise specifically provided herein in Section 1.h.) for their oil and gas operations those portions of the Property identified as the "Oil and Gas Operations Areas" and depicted on Exhibit 4. The Oil and Gas Operations Areas are to be made available to the Oil Companies in their present condition for any and all operations contemplated in this Agreement. Exhibit 4 is a series of maps that show the Existing Wells and the Oil and Gas Operations Areas for the Existing Wells and also the Oil and Gas Operations Areas for the Future Wells and an engineered drawing for each quarter section within each Section included in the Property, such drawing identifying the Oil and Gas Operations Areas within the quarter section, with existing access routes and pipeline easements, and also the separate "Production Facility Locations" (as hereinafter defined).

c. Except as is otherwise provided in the letter agreements referenced in Section 2 and as described in the letter agreements and in Section 2.c., the Oil Companies shall drill and/or operate oil and/or gas wells on the Property only within the Oil and Gas Operations Areas identified on Exhibit 4, which are hereinafter referred to individually or collectively, as the case may be, as an "Oil and Gas Operations Area" or the "Oil and Gas Operations Areas." Operations and uses within the Oil and Gas Operations Areas include, but are not limited to, drilling, completion, and maintenance of wells (including multiple wells within an Oil and Gas Operations Area) and equipment, production operations, workovers, well recompletions

and deepenings, fracturing, twinning, and drilling of replacement wells and the location, operation and maintenance of tanks and other associated oil and gas production and drilling equipment and facilities.

d. For the Oil and Gas Operations Areas depicted on Exhibit 4 that are shown on the Exhibit as being 600 feet by 600 feet in dimension, the Oil Companies shall drill and operate oil and/or gas wells only within the 300 foot by 300 foot Well Pad Areas that are depicted as such on the Exhibit. Oil and Gas Operations Areas that are 600 feet by 600 feet in dimension shall be surrounded by a fifty foot (50') no-build zone around the outer boundary of the Oil and Gas Operations Area which is hereinafter referred to individually or collectively as a "Non-Occupied Structure Zone" or the "Non-Occupied Structure Zones" and depicted as such on the Exhibit. Oil and Gas Operations Areas that are a circle with a radius of two (200) hundred feet shall be surrounded by a fifty (50) foot no-build zone around the outer boundary of the Oil and Gas Operations Area and also depicted on Exhibit 4 as a Non-Occupied Structure Zone. Oil and Gas Operations Areas that are a circle with a radius of two hundred and fifty feet (250') shall have no Non-Occupied Structure Zone around the outside perimeter of the Oil and Gas Operations Area.

e. The Oil and Gas Operations Areas for Existing Wells and also for Future Wells shall include the areas reflected on Exhibit 4.

f. The Oil Companies shall continue to have the right to drill one or more wells and install associated oil and gas equipment and facilities within all Oil and Gas Operations Areas and to deepen, recomplete or twin any well that is drilled or has been drilled, as well as to drill directional and horizontal wells that produce from and drain the Property or lands other than the Property.

g. The Oil Companies shall also have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities within the Oil and Gas Operations Areas.

h. Surface Owner shall not plat any surface property line within the Oil and Gas Operations Areas and associated Non-Occupied Structure Zones or the Production Facility Locations, and no temporary or permanent building or other structure or improvement or landscaping shall be located by Surface Owner within or beneath the Oil and Gas Operations Areas or Production Facility Locations. The Oil and Gas Operations Areas and Production Facility Locations shall be for the exclusive use of oil and gas operations and production; provided however, the parties understand that the Agricultural Lands have been dedicated to agricultural use pursuant to the requirements of Weld County, and the applicable parties agree that Surface Owner or its surface tenant may construct, operate and maintain either drip or center pivot irrigation systems within the Oil and Gas Operations Areas within the Agricultural Lands only, but only within the portion of the Oil Gas Operations Area outside the Well Pad Area and only with the consent of and in consultation with the applicable Oil Companies; and provided, further, that the Oil Companies shall in no event be liable for damages or injuries to irrigation systems located within such Oil and Gas Operations Areas



that may result from their oil and gas operations. Surface Owner, jointly and severally, agree to defend, indemnify and hold each of the Oil Companies harmless against damages and injuries to irrigation systems and related equipment that in any way results from or is caused by the non-negligent oil and gas operations of the Oil Companies on the Agricultural Lands at any time.

2. Directional Drilling Costs Reimbursements and Letter Agreements.

a. Surface Owner and the Oil Companies have entered into separate letter agreements dated the same date as this Agreement that delineate certain options and obligations of the parties with respect to the payment by Surface Owner of directional drilling costs that are letter agreements between: i) Surface Owner and KMG and the Anadarko Entities; ii) Surface Owner and Noble; iii) Surface Owner and Noble and the Anadarko Entities; and iv) Surface Owner and EnCana, and all of which are referred to hereinafter separately as a "letter agreement" and together as the "letter agreements."

b. A reference in this Section 2 to "Relinquished Locations" shall be to vertical drilling windows provided for in COGCC rules and regulations and specifically identified as such in the letter agreements.

c. The letter agreements provide that, for each quarter section and during the period of time prior to the time that a final plat is recorded for a quarter section (or portion thereof), Surface Owner has the option to pay the Oil Company certain directional drilling costs specified in the letter agreement for wells that the parties have identified in the letter agreement as Relinquished Locations, or in the event that Surface Owner fails to pay the directional drilling costs associated with a well for a Relinquished Location, the Oil Company has the option to drill the well either in the Oil and Gas Operation Area specified in this Agreement or in the Relinquished Location.

d. The parties agree that Surface Owner and the Oil Companies will amend this Agreement within ninety (90) days from the date that an Oil Company drills a vertical well within a Relinquished Location in which they substitute for the diagram for the quarter section in Exhibit 4, an exhibit for the quarter section that depicts the vertical well location and associated access and pipeline easements. The amendment to this Agreement and to the zoning plat described in Section 2.e. shall reflect an Oil and Gas Operations Area for the vertical location that is a circle with a radius of two hundred (200) feet, plus a Non-Occupied Structure Zone, and identify pipelines and access as mutually agreed upon by Surface Owner and the Oil Companies, or in the event that the parties cannot agree, as designated by the Oil Companies. In all such cases, the terms of this Agreement shall apply to the vertical wells and oil and gas operations for the vertical wells, including but not limited to, waivers of setbacks and surface damage payments.

e. Surface Owner agrees to amend the zoning plat for the Property from time to time to reflect vertical well locations drilled by the Oil Companies within Relinquished Locations for the affected quarter sections the earlier of: i) annually on or before March 31



each year; or ii) at the time a final plat is submitted to the County for all or any portion of the quarter section, all as more specifically described in the letter agreements.

3. Production Facility Locations and Fences and Equipment.

a. The Oil Companies agree that they shall locate oil and gas drilling and production equipment and facilities only within the Oil and Gas Operations Areas and the locations identified on Exhibit 4 as the Production Facility Locations.

b. Production Facility Locations shall include the areas reflected on Exhibit 4, all of which Surface Owner shall provide to the Oil Companies in their present condition and for their exclusive use.

c. With respect to equipment and facilities other than flowlines or pipelines:

i. the Oil Companies shall install and maintain, at their sole cost and expense, all fences around Existing Wells and Future Wells in compliance with the rules and regulations of the COGCC; provided, however, Surface Owner may request that the Oil Companies install a type of fencing different than that which would be required by the COGCC with the consent of the applicable Oil Company and at the expense of Surface Owner;

ii. the Oil Companies shall install and maintain, at their sole cost and expense, all gates and locks reasonably necessary for the security of any wells or facilities within the Oil and Gas Operations Areas and Production Facility Locations; such gates and locks to be standard gates and locks used by the Oil Company;

iii. the Oil Companies shall paint production facilities, including wellhead guards and tanks, with a color of paint approved by the COGCC;

iv. with respect to Future Wells to be drilled on the Property, the Oil Companies shall use low profile tanks, where practicable; and

v. Surface Owner shall not inhibit access by the Oil Companies to the Oil and Gas Operations Areas and the Production Facility Locations or inhibit their operations within the Oil and Gas Operations Areas and the Production Facility Locations by landscaping or other improvements, unless otherwise agreed to by Surface Owner and the applicable Oil Company.

4. Limited and Specified Uses within Non-Occupied Structure Zones. With the consent of the applicable Oil Company (which consent shall not be unreasonably withheld), Surface Owner may install only underground utilities, sidewalks, trails, and parking areas within the Non-Occupied Structure Zones and also landscape for native grasses and shallow-root landscaping irrigated by sprinklers within such areas, all at the cost and expense of Surface Owner. Surface Owner shall cooperate with the applicable Oil Company to ensure that any underground utilities, sidewalks, trails, and parking areas within the Non-Occupied Structure Zones are restricted from public access during oil and gas operations. The Oil

Companies shall in no event be liable for damages or injuries to landscaping or sprinkler systems or underground utilities or sidewalks, trails or parking areas that occur from oil and gas operations on the Property. Except for the uses and improvements expressly identified in this Section, the agreements and restrictions in Section 1.h. shall apply to the Non-Occupied Structure Zones, so that the specific uses and improvements expressly identified herein and as provided herein are the only uses and improvements for which Surface Owner may utilize the Non-Occupied Structure Zones.

5. Access to Oil and Gas Operations Areas.

a. Surface Owner acknowledges and understands that the Oil Companies have the right to continue to use the access routes that they are currently utilizing to access the Oil and Gas Operations Areas with Existing Wells and the Production Facility Locations with existing facilities as reflected on Exhibit 4 until such time as Surface Owner constructs permanent access roads to the Oil and Gas Operations Areas and Production Facility Locations. Prior to the construction of permanent access roads, access to Oil and Gas Operations Areas with no Existing Wells and to Production Facility Locations where no facilities are currently located shall be at locations that are mutually agreed upon by the applicable Oil Company and Surface Owner; provided however, in the event that the parties cannot agree upon an access route, the Oil Company may access such Oil and Gas Operations Areas and Production Facility Locations along routes that are convenient to it. At the time Surface Owner proposes to plat a particular Section of the Property, it will consult with the Oil Companies about the locations of proposed permanent access roads for both current and future oil and gas operations, and the parties shall mutually agree upon the locations of access roads. The Oil Companies may continue to use existing access roads until receipt of written notice from Surface Owner that the permanent access road to the Oil and Gas Operations Area or Production Facility Location is complete and available for access, and the Oil Companies will use the permanent access road after the road has been constructed.

b. Surface Owner in all events and at all times shall provide the Oil Companies with continuous access to all Oil and Gas Operations Areas, Production Facility Locations and pipeline easements.

c. Access may be changed by mutual agreement of Surface Owner and the appropriate Oil Company or Oil Companies; provided however, all costs and expenses of such relocations shall be borne by the party that requests them. No party shall unreasonably interfere with the use by the other of an access road.

d. Surface Owner shall keep the portions of access roads jointly used by Surface Owner or its subdivision and/or business occupants and the Oil Companies in good condition and repair until such roads are dedicated to a local jurisdiction; provided, however, if one of the Oil Companies causes damage to a portion of a road that is jointly used by the Oil Companies and Surface Owner or its occupants and that was constructed to the specifications in Subsection 5.e.(1), then the Oil Company or Oil Companies shall promptly repair the damage that is a direct result of its use of the road.



e. Construction and Width of Access Roads.

(1) Access roads or portions of access roads that are jointly used or will be jointly used by the Oil Companies and Surface Owner shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all paved or improved joint access roads to be used by the Oil Companies so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct such roads so that they can be used to withstand the weight of 110,000 pounds and 28,000 pounds per axle.

(2) Access roads or portions of access roads that are used exclusively by the Oil Companies shall be generally thirty (30) feet or more in width, and the Oil Companies shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations. The Oil Companies shall be solely responsible for the maintenance of those portions of access roads that are being used only by them.

f. If Surface Owner proposes to construct roads that will cross over pipelines that are then installed on the Property, upon the request of the particular Oil Company, Surface Owner shall pay the applicable Oil Company the reasonable costs to have the Oil Company sleeve the portions of the pipelines that are to be crossed by such roads, such payment to be made by Surface Owner at least ten (10) business days prior to the commencement of the work. Surface Owner shall not install the portion of the road that crosses the pipeline until the pipeline has been sleeved.

g. At all times and in every instance referenced in this Section 5, the Oil Companies shall be assured uninterrupted access to all of the Oil and Gas Operations Areas and Production Facility Locations and pipeline easements, and no such access shall be closed until an acceptable replacement of access is available for use.

6. Pipelines, Flowlines and Pipeline Easements.

a. The Oil Companies shall continue to operate and maintain pipelines and flowlines at the locations and/or within easements that currently exist on the Property until such time as the applicable Oil Company and Surface Owner may agree to enter into a relocation agreement. Prior to a proposal by Surface Owner of a final development plan for a particular Section within the Property, flowlines and pipeline easements to be installed on the Property to service Future Wells shall be at locations that are mutually agreed upon by the applicable Oil Company and Surface Owner; provided, however, in the event that the parties cannot agree upon the location of such pipeline easements and flowlines, the Oil Company has the right to install such pipelines and flowlines along routes that are convenient to it. At the time Surface Owner proposes to plat a particular Section of land of the Property, it will consult with the Oil Companies about locations for proposed permanent easements for pipelines and flowlines for both current and future oil and gas operations, and the parties shall mutually agree upon the locations of the permanent flowlines and pipeline easements. The Oil Companies will install future pipelines and flowlines within such easements, and relocate

pipelines and flowlines as necessary, upon the payment by Surface Owner of the applicable relocation costs and the execution of a relocation agreement. A reference hereinafter to a "pipeline" shall include a reference to both a pipeline and a flowline.

b. The Oil Companies shall continue to have the right and be entitled to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to their operations on the Property. Nothing in this Agreement shall be construed as a limitation on the rights of the Oil Companies to make all necessary well connections to any Existing Well or any Future Well.

c. Locations for pipelines, flowlines and such easements may be changed by mutual agreement of Surface Owner and the appropriate Oil Company or Oil Companies; provided, however, all costs and expenses of such relocations shall be borne by the party that requests the relocation. In the event that Surface Owner requests the relocation of a pipeline or flowline, the applicable Oil Company shall provide Surface Owner with a written estimate of the relocation costs which Surface Owner shall thereafter promptly remit to the Oil Company. Final payment for the relocation work shall be made based upon actual costs upon completion of the work and after an itemized statement is provided to Surface Owner. Surface Owner shall pay any excess above the estimate within thirty (30) days after submission by the Oil Company to Surface Owner of the itemized statement, or, as the case may be, the Oil Company shall remit within the same time any excess payment made by Surface Owner. The Oil Company shall perform the work for the relocation or designate a contractor to perform the work.

d. Pipeline easements shall be fifty (50) feet in width during construction activities and thirty (30) feet in width for all operations, maintenance and transportation activities. Flowline easements shall be thirty (30) feet in width for all operations.

e. Pipeline and flowline easements shall be for the exclusive use of oil and gas production operations; provided, however:

(1) the easements may be shared by the Oil Companies and their lessees, assignees of lessees and successors and assigns;

(2) dry utilities may be installed by Surface Owner in the outer ten (10) feet of the pipeline easements in accordance with Subsection 6.f. below; and

(3) the surface of pipeline easements may be used for soft surface trails as provided in Subsection 6.i. and for trees and shrubs as provided in Subsection 6.j.

f. Surface Owner shall have the right to cross the pipeline easements at approximately right angles, and Surface Owner shall also have the right to install and maintain easements:

(1) that are within the outer ten feet of the pipeline easements for dry utilities;  
and

(2) that are adjacent to, but not within, the easements identified herein, for other utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however; (x) any new underground facilities that travel along a pipeline easement identified herein shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; (y) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline provided for herein; and (z) any overhead power lines shall be at least twenty (20) feet above the ground. Utility crossings shall have a minimum of eighteen (18) inches vertical separation from pipelines.

g. Surface Owner agrees that, and will notify each utility company that, except in cases of emergency, the Oil Companies must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten (10) feet of their easement areas. If Surface Owner's development plans anticipate that roadways will or may in the future cross over easements that have pipelines, upon the request of the particular Oil Company, Surface Owner shall pay for all costs to have the Oil Company sleeve the pipeline and lower or re-bore any pipeline that is to be crossed by such roadway, such payment to be paid by Surface Owner ten (10) business days prior to the commencement of the work. Surface Owner shall not permit the construction of the roadway crossing over the pipeline until the work has been completed.

h. Surface Owner shall grant the pipeline easements (for production from the Property and/or other lands) to the Oil Company at the time the Oil Company requests them and at no cost to the Oil Company.

i. Except as otherwise provided herein and in Section 6.j below, Surface Owner shall not construct or install or permit the construction or installation of any temporary or permanent building, structure, facility, or other improvement or any landscaping, including trees or shrubs, within temporary, permanent or existing pipeline easement areas; provided, however, with the consent of the particular Oil Company, Surface Owner may install non-permanent soft surface trails that meander over and across portions of pipeline easements; provided that, the Oil Companies at all times have access to the pipelines. Surface Owner agrees that, in the events of: x) an emergency in the opinion of an Oil Company; or y) the construction or maintenance of a pipeline by the Oil Company, Surface Owner, at the request of the Oil Company, shall shut down portions of the trail identified by the Oil Company in order for the Oil Company to perform the work on the pipeline.

j. Surface Owner may install trees within the outer five (5) feet and shrubs within the outer ten (10) feet of one side of the pipeline easement for both trees and shrubs; provided, however, the Oil Companies shall not be liable for injury or damage to such trees and shrubs that results from oil and gas operations on the Property.

k. Surface Owner shall maintain a minimum ground cover of forty-eight (48) inches and not more than seventy-two (72) inches over pipelines and flowlines in the conduct of its operations and its construction activities on the Property.

l. When crossing pipelines with heavy equipment, such as earth moving equipment, Surface Owner shall maintain a minimum of four (4) feet and a maximum of six (6) feet of dirt over all pipelines, in addition to the then existing cover over the pipelines. When crossing pipelines with light trucks and equipment, Surface Owner shall maintain a minimum of two (2) feet and a maximum of six (6) feet of dirt over all pipelines, in addition to the then existing cover over the pipelines. Surface Owner shall not stockpile soil over any pipeline.

m. Surface Owner may lay sidewalks that are no more than twelve (12) feet in width only at right angles or approximately right angles to pipeline easements; provided, however, the Oil Companies shall not be liable for injury or damage to sidewalks that results from oil and gas operations on the Property.

7. Plats and Local Applications. Surface Owner shall identify the Oil and Gas Operations Areas (including the Non-Occupied Structure Zones referenced in Subsections 1.d. and 2.d.), Production Facility Locations and all access routes and pipeline easements on its plats and in all applications for development it files with a local jurisdiction, and the plats shall include restrictions that no property line or temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within the Oil and Gas Operations Areas, Production Facility Locations or pipeline easements, except as otherwise specifically provided herein. Surface Owner shall record the plats in the Office of the Clerk and Recorder of Weld County and provide written evidence to the Oil Companies of the recording.

8. Waiver of Surface Damage Payments. Except for payments for actual crop loss for crops that have been planted at the time that an Oil Company commences the drilling of a well on the Property, Surface Owner hereby waives all surface damage payments or other such payments for the use of the Property or portions thereof pursuant to any current or future COGCC or local regulation, state statute, common law or prior agreement for each and every well and related wellsite that is or will be drilled and located within the Oil and Gas Operations Areas (or as provided in Section 2.c.) and for associated oil and gas equipment and facilities to be located within the Oil and Gas Operations Areas and the Production Facility Locations and for flowlines, access and pipeline easements. The Oil Companies or their lessees or their successors and assigns may provide a copy of this Agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver. "Surface damage payments" shall have the meaning commonly used in the oil and gas industry.

9. Waiver of Setback Requirements. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines,

among other things. Surface Owner hereby waives all setback requirements in COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies, or their successors and/or assigns, to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that the Oil Companies may cite the waiver in this Section 9 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

10. Governmental Proceedings.

a. Surface Owner Will Not Object. Provided that the request or application of the specific Oil Company is in compliance with this Agreement, Surface Owner agrees that it will not object in any forum to the use by the particular Oil Company of the surface of the Property consistent with this Agreement and hereby waives any such right to object or right to request a hearing. Surface Owner further agrees that it will provide such other written approvals and waivers that are requested by an Oil Company and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location. Surface Owner further waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well, so long as the location of the proposed well is in compliance with this Agreement and the letter agreements, as applicable. Surface Owner further consents to the location of multiple wells within an Oil and Gas Operations Area that are greater or less than fifty (50) feet apart so long as all such wells are located within the Oil and Gas Operations Area and otherwise comply with the terms in this Agreement, and Surface Owner shall execute written waivers for specific wells upon the request of the Oil Company; provided that, all such wells are located within an Oil and Gas Operations Area and otherwise conform to the requirements in this Agreement.

b. Oil Companies Will Not Object. Provided that Surface Owner is in compliance with this Agreement, the Oil Companies agree that they will not object in any forum to a request by Surface Owner to annex, zone, rezone, plat or replat all or any portion of the Property and hereby waive any such right to object.

11. Notices of Hearings. Surface Owner shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for consideration of a plat application or other land use application for the Property or portions of the Property to be held before a local jurisdiction.

12. Notice to Homeowners and Builders. Surface Owner shall furnish all builders and developers who purchase all or any portion of the Property from it and each person or entity that enters into a contract to purchase from it a lot that is adjacent to, or any part of



which is within, 350 feet from an Oil and Gas Operations Area or a Production Facility Location or a flowline or pipeline easement, with a copy of a plat that shows the locations of the Oil and Gas Operations Areas, Production Facility Locations and flowlines and pipeline easements and access. Additionally, Surface Owner shall record in the Weld County Clerk and Recorder's Office a copy of the form of Notice attached hereto as Exhibit 5.

13. Notice of Oil and Gas Operations. The Oil Companies shall provide Surface Owner with notice of drilling operations and subsequent well operations in accordance with COGCC rules and regulations. Regardless of the foregoing notice requirements, an Oil Company shall have immediate access to its wells and facilities in the event of an emergency.

14. Impact Mitigation. Surface Owner shall bear all costs to install such noise and visual impact mitigation measures it desires or the local jurisdiction requires that Surface Owner install at or around the Oil and Gas Operations Areas and the Production Facility Locations that are in excess of or in addition to those measures that are required by COGCC regulations for areas that are not high density; provided, however, the operator of the well within the particular Oil and Gas Operations Area or Production Facility Location shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

15. Compliance with KMG's General Guidelines. With respect to the oil and gas operations of KMG on the Property, Surface Owner acknowledges that it has received a copy of a document from KMG titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 3/01/2004) with which Surface Owner agrees to comply and which is attached hereto as Exhibit 6. In the event of a conflict between this Agreement and the General Guidelines concerning the oil and gas operations of KMG on the Property, the General Guidelines shall control with respect to those matters that are specifically addressed in the General Guidelines.

16. Termination of Surface Owner's Agreements. Surface Owner and the Anadarko Entities shall terminate the Surface Owner's Agreements that cover the Anadarko Mineral Property that are identified in Exhibit 7 by the execution of the form of Termination of Surface Owner's Agreements attached to this Agreement as Exhibit 7, contemporaneously with the execution of this Agreement.

17. Operatorship for EnCana/KMG Leasehold. Surface Owner, KMG and EnCana understand and acknowledge that EnCana currently operates wells in Section 2, Township 2 North, Range 65 West, (the "EnCana/KMG Leasehold") and that EnCana and KMG are in discussions about which Oil Company will operate the Existing Wells on the EnCana/KMG Leasehold and drill Future Wells on the EnCana/KMG Leasehold. EnCana and Surface Owner agree that for so long as EnCana continues to be the operator for the EnCana/KMG Leasehold, or to the extent that it continues to be the operator for Future Wells and Production Facility Locations for the EnCana/KMG Leasehold, as the case may be, Oil and Gas Operations Areas for Future Wells and future locations for Production Facility Locations shall

be at the locations identified on Exhibit 4. In the event that KMG becomes operator of the EnCana/KMG Leasehold, or becomes operator for Future Wells and Production Facility Locations, as the case may be, KMG and Surface Owner agree that the locations for Future Wells and Production Facility Locations shall be at the locations identified on Exhibit 8.

18. Separate Agreement for W/2 of Section 5. Surface Owner has submitted an application for development to Weld County for property described as the W/2 of Section 5, Township 2 North, Range 64 West ("W/2 of Section 5") where the Anadarko Entities own the mineral interests and KMG and Noble own certain oil and gas leasehold interests and which is adjacent to a portion of the Property. The parties all agree that they will either enter into a separate Surface Use Agreement or amend this Agreement to cover the W/2 of Section 5, prior to the time that Surface Owner records a zoning plat in the real property records of Weld County that includes all or any portion of the W/2 of Section 5 that will include the terms and conditions in this Agreement, including the payment by Surface Owner of directional drilling costs in the amount described in C.R.S. 24-65.5-103.7(1)(a).

19. Limitation of Liability, Release and Indemnity.

a. No party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other party for activities undertaken within the scope of this Agreement, except this Subsection shall not apply to a party's indemnification obligations in Sections 19.b. and 20 below.

b. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 20 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation, attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each Oil Company with respect to Surface Owner only, and Surface Owner with respect to each of the Oil Companies, shall release, defend, indemnify and hold the other party or parties (as applicable), their officers, directors, employees, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement, other than the right to be indemnified for Claims as provided herein.

c. Upon the assignment or conveyance of all or a portion of a party's interest in the Property, that party shall be released from the indemnification in Section 19.b. above, for all actions or occurrences after such assignment or conveyance with respect to the interest assigned or conveyed.



20. Environmental Indemnity.

The provisions of Section 19 above, except for Section 19.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 19.a. above:

a. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interests, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to, any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive materials. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligations, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629).

c. Environmental Indemnification. The applicable Oil Company shall defend, indemnify and hold harmless Surface Owner, its successors and assigns, from Environmental Claims relating to the particular Oil Company's oil and gas leasehold under the Property or that arise out of its operations on the Property. Surface Owner, jointly and severally, shall defend, indemnify and hold harmless the Oil Companies from Environmental Claims relating to the Property that arise out of its ownership, leasehold interests, operations or development of the Property.

21. Exclusion from Indemnities. The indemnities of the parties herein shall not cover or include any amounts for which the indemnified party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

  
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15 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

22. Notice of Claim For Indemnification. If a Claim is asserted against a party for which another party would be liable under the provisions of Section 19 or Section 20 above, it is a condition precedent to the indemnifying party's obligations hereunder that the indemnified party give the indemnifying party written notice of the Claim setting forth all particulars of the Claim, as known by the indemnified party, including a copy of the Claim (if it is a written Claim). The indemnified party shall make a good faith effort to notify the indemnifying party within ten (10) days of receipt of a Claim and shall affect such notice in all events within such time as will allow the indemnifying party to defend against such Claim. An indemnifying party shall not be obligated to reimburse an indemnified party for amounts paid in settlement of an indemnified claim unless the indemnifying party has agreed to the settlement, which agreement shall not be unreasonably withheld or delayed.

23. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between or among the Oil Companies. Nothing in this Agreement creates any leasehold rights or gives any mineral rights to an Oil Company where none exists. The liability of the Oil Companies to perform any obligation hereunder (including, but not limited to, the indemnities in Sections 19 and 20) or to comply with any agreement included herein or with any state or local rule or regulation is individual and several and not joint or collective. This Agreement does not create a joint venture or partnership between or among the Oil Companies. The Anadarko Entities shall in no event be liable for the acts or omissions of their lessees or farmoutees or the assignees or contractors and subcontractors of any of them.

24. Application to Oil and Gas Interests Owned by the Oil Company. This Agreement applies to each of the Oil Companies only to the extent that the particular Oil Company owns or acquires oil and gas interests or oil and gas leasehold interests in the Property.

25. Authority to Execute Agreement. Each party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights, oil and gas interests, or oil and gas leasehold interests it owns in the Property, as applicable.

26. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to the Oil and Gas Operations Areas and Production Facility Locations and pipeline easements, except as specifically provided in this Agreement.

27. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of the Oil Companies pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with Surface Owner regarding existing and proposed oil and gas operations on the Property. Provided that the individual Oil Company is in compliance with this Agreement, Surface Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of the Oil

Companies to accommodate the use of the surface of the Property by Surface Owner, existing and future, and Surface Owner waives any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

28. Representation and Warranty regarding Persons/Entities which Lease the Surface Estate for Portions of the Property. Surface Owner represents and warrants that it has the full right and authority to enter into this Agreement on behalf of and to bind each and every person or entity which owns or may own an interest in or a leasehold interest in the surface estate for the Property, including any party with which Surface Owner has entered or does enter into a lease for the surface for the Agricultural Lands, and Surface Owner further agrees that it shall obtain a written consent and waiver from each such person or entity agreeing to the terms in this Agreement, including, but not limited to, the provisions in Section 27.

29. Term. This Agreement shall become effective when it is fully executed and, with respect to the Oil and Gas Leasehold Property only, shall remain in full force and effect until the occurrence of both of the following: i) all oil and gas leasehold interests in the Oil and Gas Leasehold Property owned by all of the Oil Companies have expired or are terminated; and ii) the Oil Companies have plugged and abandoned all Wells they operate on the Oil and Gas Leasehold Property and complied with all reclamation and other requirements in their oil and gas leases and of the COGCC and other entities having jurisdiction. The term of this Agreement with respect to the Anadarko Mineral Property shall not terminate and shall continue in full force and effect, except as may be otherwise provided in Section 33.

30. Successors and Assigns. This Agreement and all of the covenants in it shall be binding upon the subsequent lessees and assignees of lessees and also the personal representatives, heirs, successors and assigns of all of the parties, and the benefits of this Agreement shall inure to all of them. This Agreement and all of the covenants in it shall be covenants running with the land. The assignment of this Agreement and the conveyance of all of its oil and gas interests or working interests in the oil and gas estate to an assignee by an Oil Company shall terminate the obligations of that Oil Company to Surface Owner under this Agreement for the particular parcel of property from and after the date of the assignment and conveyance. The assignment of this Agreement and the conveyance of all of its interest in the surface estate for the Property shall terminate the obligations of the particular Surface Owner under this Agreement from and after the date of the assignment and conveyance with respect to operations that occur on the Property after the conveyance; provided, however, such termination of obligations shall not apply in the event of an assignment or conveyance to an affiliate, subsidiary or related person or entity or one that is controlled in whole or in part by the particular Surface Owner.

31. Recording. Surface Owner shall record this Agreement with the Clerk and Recorder of Weld County and provide evidence to the Oil Companies of the recording.



32. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.

33. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

34. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Kerr-McGee and Anadarko Land and Anadarko E&P:	Kerr-McGee Oil & Gas Onshore LP/Anadarko Corporation 1099 18 <sup>th</sup> Street, Suite 1800 Denver, Colorado 80202
Noble:	Noble Energy, Inc. 1625 Broadway, Suite 2200 Denver, Colorado 80202
EnCana:	EnCana Oil & Gas (USA) Inc. 370 17 <sup>th</sup> Street, Suite 1700 Denver, Colorado 80202
Surface Owner:	Pioneer Communities Holdings LLC; HP Farms LLC; HP Farms Holdings LLC; and Resource Colorado Water & Sanitation Metropolitan District 4643 S. Ulster Street Suite 1300 Denver, Colorado 80237

Any party may, by written notice as provided in this Section, change the address of the individual to whom delivery of notices shall be made thereafter.

35. Incorporation by Reference. Exhibits 1, 2, 3, 4, 5, 6, 7, and 8 and their subparts are incorporated into this Agreement by this reference.



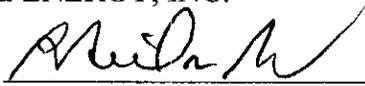
36. Entire Agreement. This Agreement and the letter agreements identified in Section 2 set forth the entire understanding among the parties and supersede any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

37. Construction. The parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

38. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgement, to be effective upon the date first above written.

NOBLE ENERGY, INC.

*AM*  
By:   
Name: \_\_\_\_\_  
Its: P. David Padgett  
Attorney-in-Fact *266*

ANADARKO E&P COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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NOBLE ENERGY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO E&P COMPANY LP

By: Michael A. Nixon  
Name: Michael A. Nixon  
Its: Agent & Attorney-in-Fact

*MAN TDZ lme*

KERR-McGEE OIL & GAS  
ONSHORE LP

By: Michael A. Nixon  
Name: Michael A. Nixon  
Its: Agent & Attorney-in-Fact

ANADARKO LAND CORP.

By: Michael A. Nixon  
Name: Michael A. Nixon  
Its: Agent & Attorney-in-Fact

*MAN TDZ lme*

ENCANA OIL & GAS (USA) INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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NOBLE ENERGY, INC.

ANADARKO E&P COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

HP FARMS HOLDINGS LLC

By:   
Name: Ricardo D. Gallegos  
Title: Attorney In Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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NOBLE ENERGY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO E&P COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: Joel H. Farkas  
Its: manager



STATE OF COLORADO )  
 ) ss.  
City and County of Denver

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2008<sup>A</sup> by P. David Padgett, as Attorney-in-Fact for NOBLE ENERGY, INC.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_



Kathy Patino  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, as \_\_\_\_\_ for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



3612981 03/27/2009 11:55A Weld County, CO  
24 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

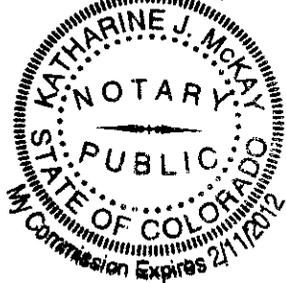


STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2009 by Michael A. Nixon, as Agent & Attorney-in-Fact for ANADARKO E&P COMPANY LP.

Witness my hand and official seal.

My Commission expires: 2/11/2012



Katharine J McKay  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ as \_\_\_\_\_ for ENCANA OIL & GAS (USA) INC.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



3612981 03/27/2009 11:55A Weld County, CO  
26 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO )  
 ) ss.  
City and County of Denver

The foregoing instrument was acknowledged before me this \_\_\_ day of  
\_\_\_\_\_ 2008 by \_\_\_\_\_, as  
\_\_\_\_\_ for NOBLE ENERGY, INC.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

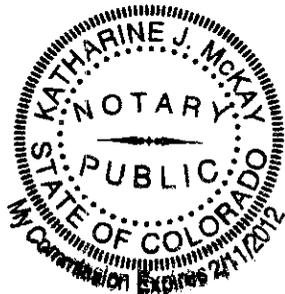
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 7th day of  
January, 2009 by Michael A. Nixon, as  
Agent & Attorney-in-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: 2/11/2012



Katharine J McKay  
Notary Public

3612981 03/27/2009 11:55A Weld County, CO  
27 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, as \_\_\_\_\_ for ANADARKO E&P COMPANY LP.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

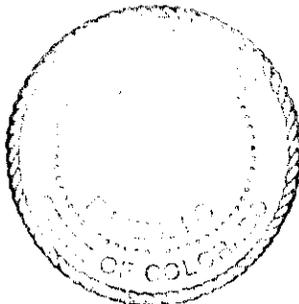
STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2008 by Ricardo D. Dallyga as Attorney-in-Fact for ENCANA OIL & GAS (USA) INC.

Witness my hand and official seal.

My Commission expires: 6/23/09

Diana K. Weber  
Notary Public



My Commission Expires 03/23/2009



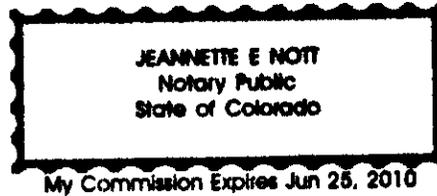
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2009 by Chris Paulson as Manager for HP FARMS HOLDINGS LLC.

Witness my hand and official seal.

My Commission expires: June 25, 2010

Jeannette E. Nott  
Notary Public



STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2009 by Joel H. Farкас as manager for PIONEER COMMUNITIES HOLDINGS LLC.

Witness my hand and official seal.

My Commission expires: 6/15/2011

Sheryl R. Hurley  
Notary Public



3612981 03/27/2009 11:55A Weld County, CO  
29 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

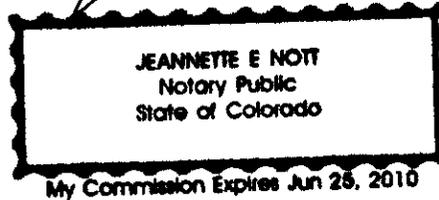
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2008 by Chris Paulson as Director for RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT.

Witness my hand and official seal.

My Commission expires: June 25, 2010

Jeannette E. Nott  
Notary Public



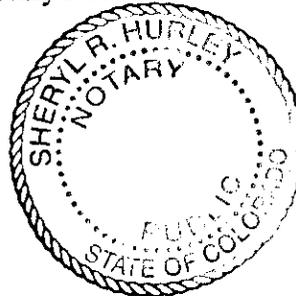
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2008 by Joel H. Farkas as manager for HP FARMS LLC.

Witness my hand and official seal.

My Commission expires: 6/15/2011

Sheryl R Hurley  
Notary Public



3612981 03/27/2009 11:55A Weld County, CO  
30 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

# EXHIBIT 1

## Overall Pioneer Legal Description

T2N R64W Section 4  
T2N R64W Section 5  
T2N R64W Section 7  
T2N R64W Section 8  
T2N R64W Section 9  
T2N R64W Section 17  
T2N R64W Section 18  
T2N R65W Section 2  
T2N R65W Section 11  
T2N R65W Section 12  
T2N R65W Section 13  
T2N R65W Section 14  
T2N R65W Section 15  
T3N R64W Section 32