

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("**Agreement**"), dated effective this 25th day of July, 2013, is made by and between the undersigned, Waste Management of Colorado, Inc., whose address is P. O. Box 1450, Chicago, Illinois 60690-1450, herein called "**Owner**," and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, herein called "**Noble**;"

WHEREAS, Owner represents that it is the surface owner 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 2 North, Range 64 West, 6th P.M.
Section 10: N/2S/2, SW/4SW/4

on which Noble proposes drilling the following named wells: OSCAR Y11-79HN, OSCAR Y10-72-1HN, OSCAR Y10-72-1HC, OSCAR Y10-72HN, OSCAR Y10-73-1HN, OSCAR Y10-73-1HC, OSCAR Y10-73HN, OSCAR Y10-74-1HN, OSCAR Y10-74-1HC, OSCAR Y10-74HN, OSCAR Y10-75-1HN, OSCAR Y10-75-1HC, OSCAR Y10-75HN, OSCAR Y10-76-1HN, OSCAR Y10-76-1HC, OSCAR Y10-76HN, OSCAR Y10-77-1HN, OSCAR Y10-77-1HC, OSCAR Y10-77HN, OSCAR Y10-78-1HN, OSCAR Y10-78-1HC, OSCAR Y10-78HN, OSCAR Y10-79-1HN, OSCAR Y10-79-1HC, and OSCAR Y10-79HN

(the "**Wells**").

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 protect and to minimize any surface damage to the Lands and to reach an agreement regarding such surface use and damage;

WHEREAS, the wellbores associated with the Wells will be entirely within Township 2 North, Range 64 West, 6th P.M., Sections 3 and 10; and

WHEREAS, 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 Lands and to delineate the process with which they shall comply with respect to the development of the two estates, including periodic amendment of this Agreement as necessary for the continued coexistence and joint development of the surface and mineral estates.

AGREEMENT

NOW, THEREFORE, in consideration of _____ and other valuable consideration, the covenants made in this Agreement and the mutual benefits to be derived therefrom, the

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receipt and sufficiency of which are hereby confessed and acknowledged, the parties agree as follows:

1. Payments to Owner.

a. Operator shall pay to Owners prior to commencement of each well drilled upon any of the "Operations Areas," as depicted on Exhibit A, (whether or not the bottom hole location is located on the Lands or off the Lands), the sum of

per well for each horizontal well for the exclusive use of the Operations Areas together with lands used for road purposes, production facilities, or other necessary facilities within the Operations Areas and in connection with the Wells. Noble expects to receive permits to drill twelve Wells in the W/2 of Section 10 in the autumn of 2013, and expects to drill thirteen Wells in the E/2 of Section 10 in the autumn of 2014. Noble will make a lump sum payment to Owner of for these 25 Wells. The wellbores associated with the Wells will be entirely within Township 2 North, Range 64 West, 6th P.M., Sections 3 and 10.

b. The consideration is paid (i) 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, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores from said Wells unless otherwise specifically provided herein; and (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 subsurface structures appurtenant thereto. Pipelines shall be located where shown on the attached Exhibit A and be subject to a recordable easement. In addition, the parties will enter into a recordable easement for the pipeline taking production from Operations to the Tampa transportation pipeline, subject to separate consideration. Noble shall be responsible to obtain and pay for any utility easements from third parties which may be necessary for its operation of an electric motor on a pump jack.

2. Grant of Easement.

Noble is hereby granted an exclusive easement during the Term to drill any future wells in the Operations Area and engage in related Operations, including the use and construction of roadways, pipelines, and flowlines and including horizontal and directional wells that produce from and drain all or portions of the Lands, provided that such locations must be permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC or to the extent Owner consents to modify Exhibit A, subject to the well spacing as set forth in Exhibit A.

3. Location.

a. Owner grants consent to locate the horizontal Wells only in the “Operations Areas” as shown on Exhibit A, which may be greater than fifty feet (50’) from an existing well pursuant to COGCC Rule 318A.(c.). Owner grants consent to locate the proposed horizontal Wells outside of the GWA windows as defined in COGCC Rule 318A(a) as shown on Exhibit A. The parties agree to maintain a one-thousand foot setback between any Noble wellhead or production facilities and any structure construct by or on behalf of Owner. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Noble's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time. Additionally, Owner shall grant waivers or consents to any requirement or regulation that may prohibit or interfere with obtaining any necessary permits to drill the horizontal Wells as shown on Exhibit A. Owner understands that Noble may provide a copy of this Agreement in order to obtain an exception location or variance from the COGCC rules or from a local jurisdiction as shown on Exhibit A. Owner also agrees that it will not object in any forum to the use by Noble of the surface of the Lands consistent with this Agreement and that it will also provide Noble with whatever written support Noble may reasonably require to obtain permits from the COGCC or any local jurisdiction. Noble will provide to Owner a copy of permit application documents submitted to COGCC relating to the Wells within one week of submitting those application documents to COGCC.

b. Prior to entry of heavy equipment for operations on each wellsite, Noble's representative will meet and consult with Owner (or Owner's representative) as to the location of the Wells, wellsites, access road, flowlines, tank batteries and other associated production facilities. Noble shall record and provide as-built surveys of all pipelines (but not flowlines) outside of the Operations Area certified to Owner immediately upon completion of the installation of same. Noble will also provide an as-built survey of the pipeline accessing the Tampa pipeline.

4. Noble Obligations. In addition to the other provisions of this Agreement, in conducting operations on the Lands, Noble shall:

a. Perform all reclamation in accordance with the rules and regulations of the Colorado Oil & Gas Conservation Commission (“COGCC”), unless a variance therefrom is granted by the COGCC upon the request of Owner. Noble shall endeavor to keep the well pad(s), the production facilities, and the pipeline and roads free of weeds and debris, and to control erosion thereon.

b. Locate the wellsites, access road, flowlines, tank batteries and other associated production facilities within the Operations Areas as depicted on Exhibit A attached hereto and by this reference made a part of this Agreement.

c. Limit the size of each drill pad to approximately eight (8) acres in size and limit the size of production facility areas to 10 acres in size. The area required for any tank

battery location associated with each well shall be limited to approximately one acre in size per well upon completion of construction. Access roads shall be limited to approximately thirty (30) feet in width during drilling, completion, deepening, refracking, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to fifteen (15) feet in width.

d. 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.

e. Reclaim the wellsites 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 six months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

f. Regarding each 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 _____ upon notice of such reseeding by Owner. Such payment will constitute Owner's acceptance of responsibility for compliance with COGCC Rule 1003.e.(1), Revegetation of Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established. Regarding each 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's 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. No living quarters shall be constructed within the Operations Areas.

5. Limited Release.

a. Except as provided herein, Owner hereby releases and discharges Noble, its agents, employees, contractors and licensees from and against any and all claims by Owner for property damages to the surface of the Lands where the drilling pads and sites for the Wells in the Operations Areas as depicted on Exhibit A, of whatsoever nature and character, including, but not limited to, diminution in value of the Lands within the Operations Areas, arising from, incident to, or in connection with Noble's oil and gas operations on the drilling sites on the Lands (collectively the "**Operations**"), all of which are depicted on Exhibit A.

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 of the Wells, including, but not limited to, damage to livestock, structures,

buildings, fences, gates, cattle guards, culverts, cement ditches, irrigation systems, and natural water basins, aquifers and water ways, such damage will be repaired or replaced by Noble, or in the alternative Noble will pay reasonable compensation to Owner for such additional damage or an amount equal to the reasonable costs to repair such actual damages.

6. Access to Operations Areas.

a. Owner shall allow continuous access to the Operations Areas at all times. Access for Operations shall be from public roads to Operations Areas as shown on Exhibit A. If additional access is desired in the future, this may be granted by separate agreement between Noble and Owner. All easements or rights-of-way through property not owned by Owner that Noble may desire to the Operations Areas, as well as all related costs and expenses, are the sole responsibility of Noble. Neither party shall unreasonably interfere with the use by the other of an access road.

b. Access roads or portions of access roads constructed by Noble (“**Access Roads**”) shall be generally fifteen feet (15’) or more in width, and the Noble shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations. Noble shall maintain roadways utilized solely by it on the Lands with an adequate crown and in good and passable condition. Noble shall maintain roadways free of snow. Noble shall post and enforce twenty (20) miles per hour speed limit signs on such Access Roads. Noble shall promptly provide Owner with and record an “as built” survey certified to Owner of each Access Road immediately upon completion. Damage, maintenance and repairs to Access Roads shall be paid by Noble.

c. Access Road locations may be changed by mutual consent of Owner and Noble (such consent not to be unreasonably withheld by any party); provided, however, all costs and expenses of such relocations subsequent to the initial installations shall be borne by the party that requests them.

d. If Owner proposes to construct roads that will cross over pipelines that are then installed on the Lands, Owner shall pay Noble the costs to have Noble sleeve the portions of the pipelines that are to be crossed by the roads, such payment to be made in advance of the work. Owner shall not install the portion of the road that crosses a pipeline until the pipeline has been sleeved. If Owner informs Noble of any intended future crossings prior to installation of pipelines, Noble shall sleeve said crossings as part of their initial installation and Owner shall pay only the reasonable incremental cost of adding said sleeve.

e. Upon request of Owner, Noble agrees to construct and maintain in good condition four-strand barbed wire or other adequate fencing at the edge of each side of each Lease Road utilized by Noble in a manner that restricts entry of livestock onto Access Roads and Operations Areas, but also permits passage of open range livestock as needed for such grazing. Gates and cattle guards shall be installed at Noble’s expense as required to allow the controlled passage of livestock around Operations Areas and to maintain proper grazing practices of the adjoining range. Noble shall promptly restore all fences, gates and cattleguards which may be

damaged to as good a condition as such fences were prior to such damage by Noble's Operations.

f. Noble shall minimize surface damage to roadways and access points utilized by Noble. Noble agrees to repair, at its cost, any damage caused by Noble to roadways used for Noble's access. Noble shall be responsible, at its own expense, for any road improvements and culvert replacements necessary to support heavy truck traffic and for all maintenance on roads used by Noble.

g. Upon request, a designated representative of Noble and a designated representative of Owner shall meet to assess maintenance needs to be addressed on the portions of the Lands used by or to be improved and/or maintained by Noble.

h. Owner agrees to notify any surface tenant that may be affected by 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. Owner agrees to indemnify, defend, and hold harmless, Noble against any claim brought by any surface tenant for damages to the Lands directly caused by the Operations.

7. Pipelines. Noble may install and operate pipelines as required to reach the Operations Areas where shown on Exhibit A. Noble may assign or delegate to a third party the right to install and operate pipelines in order to connect the Well(s) to a gas gathering system within the Operations Areas. The pipeline area outside the Operations Areas shall be non-exclusive and may be used by Owner and its successors, lessees and assigns so long as such use does not interfere with the Operations.

a. Subject to the limitations in the Agreement, Noble has a continuing right and entitlement to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to its Operations on the Operations Areas. Although this Agreement is intended to confine the placement of those pipelines to certain specified locations within the Lands, nothing herein shall be construed as a limitation on the rights of Noble to make all necessary well connections to any well within an Operations Area.

b. Pipelines shall be at the locations identified on Exhibit A. If a certified survey has not been completed for an existing pipeline or future pipeline, the locations of such pipelines as depicted on Exhibit A are approximate locations.

c. A survey certified to the Owner shall be provided prior to installation of pipelines and flowlines, and an as-built survey shall be certified, recorded and provided to Owner immediately upon installation of any pipelines and flowlines to Owner.

d. All pipelines shall be placed at a depth no less than forty-eight inches (48") nor more than seventy-two inches (72") below grade at the time of installation.

e. Locations of pipelines and easements may be changed by mutual consent of Owner and Noble (such consent not to be unreasonably withheld); provided, however, all costs and expenses of such relocations shall be borne by the party which requests the relocation after initial installation.

f. Pipeline easements shall be fifty feet (50') in width during construction activities and thirty feet (30') in width for all operations, maintenance and transportation activities. Flowline easements shall be thirty feet (30') in width for all operations. All pipelines and flowlines shall be installed within five feet (5') from the edge of the thirty foot (30') easement.

g. Owner shall have the right to cross pipeline easements with roadways and other utilities; provided that such crossing is made at an angle of not less than 60 degrees and not more than 120 degrees. Owner shall also have the right to install and maintain easements that are both adjacent to and within, the easements identified herein, for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided; however: i) any new underground facilities which travel along a pipeline easement identified herein shall be located a distance horizontally of at least five feet (5') from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four inches (24") of vertical clearance between such new facility and a pipeline provided for herein; and iii) any overhead power lines shall be at least twenty feet (20') above the ground. Owner agrees that, and will notify each utility company that, except in cases of emergency, that Noble must be contacted at least five (5) business days prior to commencement of any trenching or digging activities within ten feet (10') of pipeline areas.

h. Owner will provide Noble with at least seven (7) days' advance written notice before paving current and future routes where intrusion upon flowlines and pipeline easements may occur, as applicable, in order to allow Noble the opportunity to lay new flowlines or pipelines that cross underneath the streets or access routes. If Owner does not give the notice required herein, then Noble may bore underneath the paved streets and access routes, such costs and expenses for the boring to be paid by Owner.

i. When excavating trenches wider than twelve inches (12") for pipeline and flowline installation or repairs, Noble shall segregate topsoil and backfill trenches to return soils to their original positions and contour, pursuant to the requirements of the COGCC and the terms of this Agreement. To prevent leaks, flowlines shall be pressure tested to industry standards upon installation and then in each year following installation. Flowlines found to be leaking at any time shall be immediately shut down and remain shut down until repairs are made and the leak is fully sealed.

j. Flowline construction shall avoid erodible slopes to the extent reasonably possible and in accordance with the regulations of the COGCC. Where necessary, erosion control features, such as water bars or other means of diverting flows off sloping flowline rights-of-way, shall be constructed to control and eliminate increased runoff and erosion. Flowline trenches shall be maintained by Operator to correct subsidence and control erosion.

k. Reclamation and abandonment of flowlines shall be in accordance with federal, state and local requirements.

l. Abandoned flowlines shall be emptied of all gas, water and any other fluids, cut off below the ground surface, and capped at the ends.

m. If Owner's development plans anticipate that roadways will or may in the future cross over existing pipelines, Owner will pothole or request that Noble pothole the existing and future pipelines to check the depth of such pipelines. Prior to Owner's installation of a new roadway, Noble will lower, as required, the affected pipelines to sufficient depth for the road elevations. Owner agrees to pay Noble the reasonable cost of inspecting and lowering the pipelines, as well as the reasonable cost of any sub-grade work required to achieve the road construction specifications. All pipelines shall be at least forty-eight inches (48") below Owner's planned surface elevation subsequent to land balancing.

8. Indemnification. To the fullest extent permitted by law, Noble hereby agrees to indemnify and hold Owner harmless from and against any and all third party claims, personal injury, property damage, losses, costs, suits, judgments, cleanup costs, expenses and liabilities of every kind, damages, environmental claims and damages, rehabilitation costs, and causes of action, including attorneys' fees, experts' fees and court costs, that result from or arise out of Noble's activities on the Lands, including, but not limited to, damage to ground water, surface area or disposal cells resulting from Noble's drilling activities or surface impoundments on the Lands except when the claims and damages are caused by the sole or gross negligence of the Owner. This provision shall survive the termination of 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 and Noble.

10. Land Development. Owner acknowledges that it is the intent of Noble to conduct future Operations within the Operations Areas on the Lands and Owner shall use best efforts in their use and development of the surface so as not to unreasonably interfere with such Operations. Owner shall promptly notify Noble of any planned real estate development, new irrigation system (e.g. pivots), residences, or other structures to be installed or located on the Lands or of any plans to move any irrigation systems, residences, or other structures located on the Lands before or after the Effective Date. Noble will not object to such future development of the Lands to the extent such development does not interfere with the Operations contemplated by this Agreement.

11. Notice of Operations. Noble will provide Owner with thirty (30) days' notice by mail, phone call or personal visit prior to commencing Operations on the Lands with heavy equipment. Owner acknowledges that this notice complies with, or hereby waives, all COGCC requirements that it be given advance notice by Noble of the Operations. Owner acknowledges

receiving from Noble a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as the surface owner of the Lands.

12. Arbitration. Any other action, dispute, claim or controversy between the parties, whether sounding in contract, tort or otherwise (“**Dispute**”) shall be resolved by binding arbitration as hereinafter provided. Such Disputes shall be resolved by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. ' 13-22-201, *et seq.*, as then in effect by a panel of three arbitrators, and the majority decision of the arbitrators shall be binding upon the parties as provided herein. The three arbitrators shall be selected by allowing each party to choose an arbitrator of their choice and the two arbitrators chosen by the parties shall then choose a third arbitrator. Any arbitrator selected under this section shall be knowledgeable in the subject matter of the Dispute shall be impartial and independent from the parties to the dispute and shall perform his or her duties with diligence and in good faith. The arbitrators’ award shall be entered as a judgment in the appropriate court in the appropriate county or counties in the State of Colorado. In the event of any inconsistency between such rules and these arbitration provisions, these provisions shall supersede such rules. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding under this section. The parties shall be entitled to conduct discovery as if the Dispute were pending in a District Court in the State of Colorado. In any arbitration proceeding subject to these provisions, the arbitrators are specifically empowered to decide pre-hearing motions that are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. The provisions of this section shall survive any termination, amendment or expiration of the Agreement in which this section is contained, unless the parties otherwise expressly agree in writing. The cost of the arbitration shall be born equally by the parties, except that the arbitrator shall award the prevailing party reasonable attorney’s fees and expenses. **THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY RIGHT TO TRIAL BY JURY IS WAIVED BY THIS AGREEMENT TO SUBMIT TO BINDING ARBITRATION.** The parties also agree that binding arbitration must be completed within ninety (90) days of the demand for arbitration to minimize any loss or damages caused by any Dispute.

13. Owner's Methane Capture and Interests. Noble acknowledges that Owner is operating landfills on the Lands and adjacent lands. Noble acknowledges that all materials and by-products of materials which are brought to Owner's Lands and other lands are the sole property of Owner, including methane and other byproducts produced from these materials produced from those materials. Owner may capture, reclaim and produce such materials and by-products on the Lands provided such operations do not interfere with Noble's Operations which are contemplated by this Agreement.

14. Interest in Real Property. This Agreement reflects the parties’ valid, present interest in the Lands. The covenants and rights contained in and granted by this Agreement are made for the direct benefit of the Lands and shall run with and against the Lands and inure to the benefit of and bind Owner and Noble and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, and transferees, and all entities or persons claiming by, through or under them. Owner shall defend its title to the Lands against any person claiming all or any part of such rights, whether by, through or under Owner.

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15. Interpretation. In construing this Agreement, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement than the other party. All exhibits attached hereto are incorporated herein by reference.

16. Colorado Law. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado, subject to the right of either party to remove a matter to federal court.

17. Authority. Each of the undersigned principals of the parties represents and warrants that such person has the requisite corporate or legal authority to bind the respective parties to this Agreement.

18. Effective. 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 Wells and completed reclamation in accordance with this Agreement and applicable COGCC rules and regulations (the "Term"), except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

19. Notices. All notices to either party shall be in writing addressed to the parties at the address first set forth above. Concerning any matter relating to the Operations, Owner may contact Noble at:

Operator: Noble Energy, Inc.
Person to Contact: Wattenberg Land Manager
Address: 1625 Broadway, Suite 2200
Denver, CO 80202
Phone Number: 303-389-3600
Fax: 303-228-4331

Noble may contact Owner at:

Person to Contact: Bill Hedberg
Address: Waste Management -
Buffalo Ridge Landfill
11655 CR 59
Keenesburg, CO 80643
Phone Number: 970-732-0218
Fax: 970-732-0219
E-mail Address: bhedberg@wm.com

With copy to:

James T. Morgan
Waste Management, Inc.
Real Estate Department
720 East Butterfield Road, 2nd Floor
Lombard, IL 60148-5689
E-mail Address: jmorgan@wm.com

Ronald J. Snow, Esq.
Burlson LLP
1700 Lincoln Street, Suite 1300
Denver, CO 80203
Phone Number: 303-801-3248
Fax: 303-801-3201
E-mail address: rsnow@burlsonllp.com

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.

20. Incorporation by Reference. Exhibits mentioned or attached hereto are incorporated into this Agreement by this reference.

21. Entire Agreement. This Agreement sets forth the entire understanding among the parties and supersedes 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.

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

23. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Either party may disclose this Agreement to a potential purchaser of that party's interest in the Lands, subject to execution of a confidentiality agreement reasonably acceptable to the other party. Noble may 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of July, 2013.

Owner:

**WASTE MANAGEMENT
OF COLORADO, INC.**

James T. Morgan
By: **James T. Morgan**
Director of Real Estate

Noble:

NOBLE ENERGY, INC.

By: _____
as Attorney-In-Fact

STATE OF IL)
DuPage County of IL) ss.

The foregoing was acknowledged before me this 26th day of July, 2013, by James T. Morgan, Director of Real Estate of WASTE MANAGEMENT OF COLORADO, INC.

Witness my hand and official seal.

My commission expires: July 10, 2017

Linda L. Kostro
Notary Public



STATE OF _____)
) ss.
_____ County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2013, by _____, Attorney-in-Fact for NOBLE ENERGY, INC.

Witness my hand and official seal.

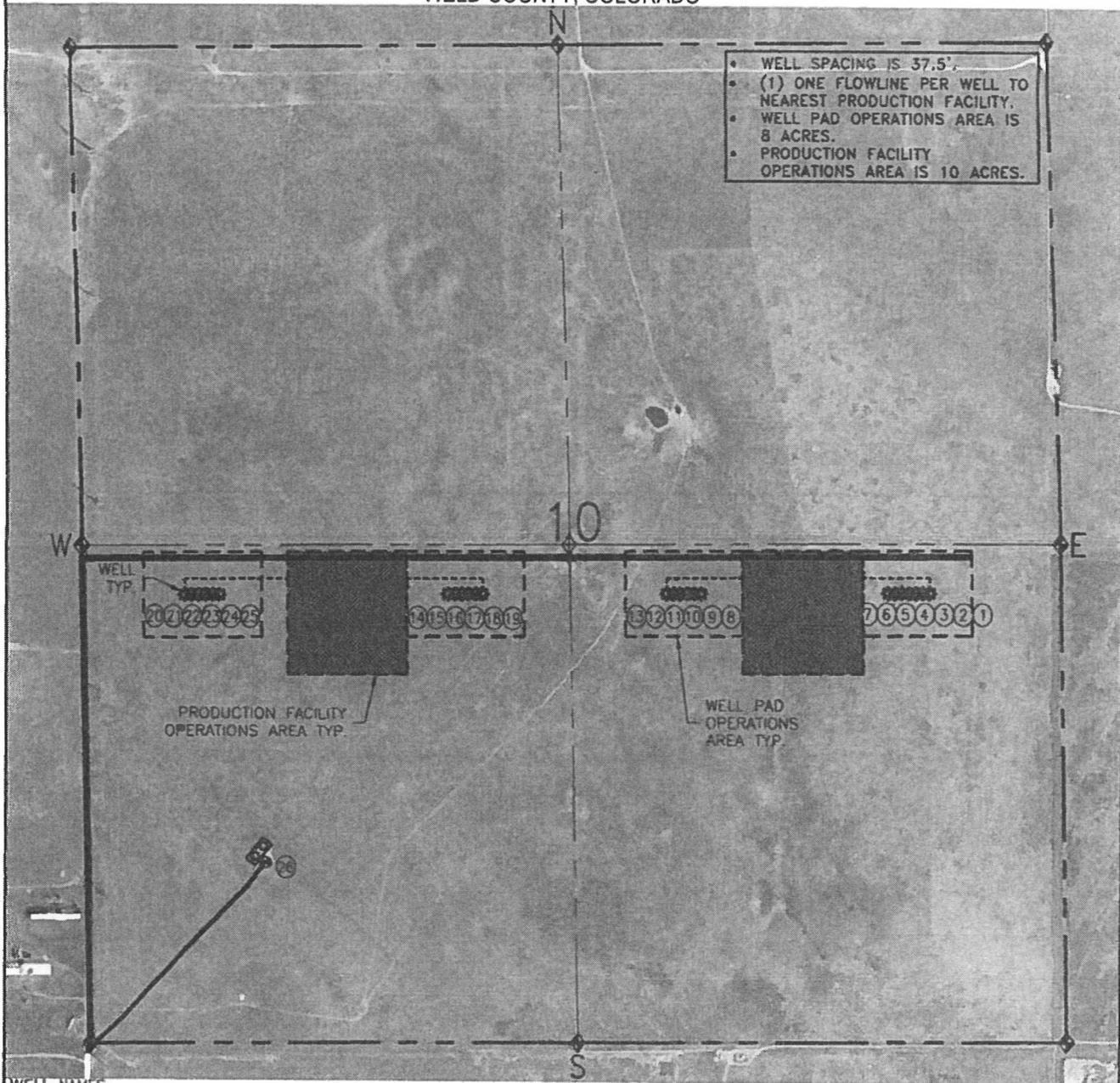
My commission expires: _____.

Notary Public

EXHIBIT A

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED _____, 2013, BY AND BETWEEN WASTE MANAGEMENT OF COLORADO, INC., AS "OWNER" AND NOBLE ENERGY, INC. AS "NOBLE" COVERING THE FOLLOWING LANDS:

TOWNSHIP: 2 NORTH, RANGE 64 WEST, 6TH P.M.
SECTION 10: N/2S/2, SW/4SW/4
WELD COUNTY, COLORADO



- WELL SPACING IS 37.5'
- (1) ONE FLOWLINE PER WELL TO NEAREST PRODUCTION FACILITY.
- WELL PAD OPERATIONS AREA IS 8 ACRES.
- PRODUCTION FACILITY OPERATIONS AREA IS 10 ACRES.

WELL NAMES

- | | | |
|----------------------|----------------------|--------------------------------|
| 1. OSCAR Y11-79HN | 12. OSCAR Y10-75-1HC | 23. OSCAR Y10-78HN |
| 2. OSCAR Y10-72-1HC | 13. OSCAR Y10-75HN | 24. OSCAR Y10-78-1HN |
| 3. OSCAR Y10-72-1HN | 14. OSCAR Y10-77HN | 25. OSCAR Y10-78-1HC |
| 4. OSCAR Y10-72HN | 15. OSCAR Y10-77-1HC | 26. TWO E RANCHES 1 (EXISTING) |
| 5. OSCAR Y10-73-1HN | 16. OSCAR Y10-77-1HN | |
| 6. OSCAR Y10-73-1HC | 17. OSCAR Y10-76HN | |
| 7. OSCAR Y10-73HN | 18. OSCAR Y10-76-1HN | |
| 8. OSCAR Y10-74-1HC | 19. OSCAR Y10-76-1HC | |
| 9. OSCAR Y10-74-1HN | 20. OSCAR Y10-79HN | |
| 10. OSCAR Y10-74HN | 21. OSCAR Y10-79-1HC | |
| 11. OSCAR Y10-75-1HN | 22. OSCAR Y10-79-1HN | |

LEGEND

ACCESS ROAD	PRODUCTION FACILITY OPERATIONS AREA
FLOWLINES	WELL PAD OPERATIONS AREA
EXISTING FACILITY	PROPOSED WELL
EXISTING WELL	EXISTING WELL

0 800'

SCALE: 1" = 800'

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (“Agreement”), dated effective this 25th day of July, 2013, is made by and between the undersigned, Waste Management of Colorado, Inc., whose address is P. O. Box 1450, Chicago, Illinois 60690-1450, herein called "Owner," and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, herein called "Noble;"

WHEREAS, Owner represents that it is the surface owner 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 2 North, Range 64 West, 6th P.M.
Section 10: N/2S/2, SW/4SW/4

on which Noble proposes drilling the following named wells: OSCAR Y11-79HN, OSCAR Y10-72-1HN, OSCAR Y10-72-1HC, OSCAR Y10-72HN, OSCAR Y10-73-1HN, OSCAR Y10-73-1HC, OSCAR Y10-73HN, OSCAR Y10-74-1HN, OSCAR Y10-74-1HC, OSCAR Y10-74HN, OSCAR Y10-75-1HN, OSCAR Y10-75-1HC, OSCAR Y10-75HN, OSCAR Y10-76-1HN, OSCAR Y10-76-1HC, OSCAR Y10-76HN, OSCAR Y10-77-1HN, OSCAR Y10-77-1HC, OSCAR Y10-77HN, OSCAR Y10-78-1HN, OSCAR Y10-78-1HC, OSCAR Y10-78HN, OSCAR Y10-79-1HN, OSCAR Y10-79-1HC, and OSCAR Y10-79HN

(the “Wells”).

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 protect and to minimize any surface damage to the Lands and to reach an agreement regarding such surface use and damage;

WHEREAS, the wellbores associated with the Wells will be entirely within Township 2 North, Range 64 West, 6th P.M., Sections 3 and 10; and

WHEREAS, 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 Lands and to delineate the process with which they shall comply with respect to the development of the two estates, including periodic amendment of this Agreement as necessary for the continued coexistence and joint development of the surface and mineral estates.

AGREEMENT

NOW, THEREFORE, in consideration of _____ and other valuable consideration, the covenants made in this Agreement and the mutual benefits to be derived therefrom, the

receipt and sufficiency of which are hereby confessed and acknowledged, the parties agree as follows:

1. Payments to Owner.

a. Operator shall pay to Owners prior to commencement of each well drilled upon any of the "Operations Areas," as depicted on Exhibit A, (whether or not the bottom hole location is located on the Lands or off the Lands), the sum of _____ per well for each horizontal well for the exclusive use of the Operations Areas together with lands used for road purposes, production facilities, or other necessary facilities within the Operations Areas and in connection with the Wells. Noble expects to receive permits to drill twelve Wells in the W/2 of Section 10 in the autumn of 2013, and expects to drill thirteen Wells in the E/2 of Section 10 in the autumn of 2014. Noble will make a lump sum payment to Owner of _____ for these 25 Wells. The wellbores associated with the Wells will be entirely within Township 2 North, Range 64 West, 6th P.M., Sections 3 and 10.

b. The consideration is paid (i) 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, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores from said Wells unless otherwise specifically provided herein; and (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 subsurface structures appurtenant thereto. Pipelines shall be located where shown on the attached Exhibit A and be subject to a recordable easement. In addition, the parties will enter into a recordable easement for the pipeline taking production from Operations to the Tampa transportation pipeline, subject to separate consideration. Noble shall be responsible to obtain and pay for any utility easements from third parties which may be necessary for its operation of an electric motor on a pump jack.

2. Grant of Easement.

Noble is hereby granted an exclusive easement during the Term to drill any future wells in the Operations Area and engage in related Operations, including the use and construction of roadways, pipelines, and flowlines and including horizontal and directional wells that produce from and drain all or portions of the Lands or any adjacent properties, provided that such locations must be permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC or to the extent Owner consents to modify Exhibit A, subject to the well spacing as set forth in Exhibit A.

3. Location.

a. Owner grants consent to locate the horizontal Wells only in the “Operations Areas” as shown on Exhibit A, which may be greater than fifty feet (50’) from an existing well pursuant to COGCC Rule 318A.(c.). Owner grants consent to locate the proposed horizontal Wells outside of the GWA windows as defined in COGCC Rule 318A(a) as shown on Exhibit A. The parties agree to maintain a one-thousand foot setback between any Noble wellhead or production facilities and any structure construct by or on behalf of Owner. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Noble's facilities on the basis of setback requirements in the rules and regulations of the COGCC, as they may be amended from time to time. Additionally, Owner shall grant waivers or consents to any requirement or regulation that may prohibit or interfere with obtaining any necessary permits to drill the horizontal Wells as shown on Exhibit A. Owner understands that Noble may provide a copy of this Agreement in order to obtain an exception location or variance from the COGCC rules or from a local jurisdiction as shown on Exhibit A. Owner also agrees that it will not object in any forum to the use by Noble of the surface of the Lands consistent with this Agreement and that it will also provide Noble with whatever written support Noble may reasonably require to obtain permits from the COGCC or any local jurisdiction. Noble will provide to Owner a copy of permit application documents submitted to COGCC relating to the Wells within one week of submitting those application documents to COGCC.

b. Prior to entry of heavy equipment for operations on each wellsite, Noble's representative will meet and consult with Owner (or Owner's representative) as to the location of the Wells, wellsites, access road, flowlines, tank batteries and other associated production facilities. Noble shall record and provide as-built surveys of all pipelines (but not flowlines) outside of the Operations Area certified to Owner immediately upon completion of the installation of same. Noble will also provide an as-built survey of the pipeline accessing the Tampa pipeline.

4. Noble Obligations. In addition to the other provisions of this Agreement, in conducting operations on the Lands, Noble shall:

a. Perform all reclamation in accordance with the rules and regulations of the Colorado Oil & Gas Conservation Commission (“COGCC”), unless a variance therefrom is granted by the COGCC upon the request of Owner. Noble shall endeavor to keep the well pad(s), the production facilities, and the pipeline and roads free of weeds and debris, and to control erosion thereon.

b. Locate the wellsites, access road, flowlines, tank batteries and other associated production facilities within the Operations Areas as depicted on Exhibit A attached hereto and by this reference made a part of this Agreement.

c. Limit the size of each drill pad to approximately eight (8) acres in size and limit the size of production facility areas to 10 acres in size. The area required for any tank

battery location associated with each well shall be limited to approximately one acre in size per well upon completion of construction. Access roads shall be limited to approximately thirty (30) feet in width during drilling, completion, deepening, refracking, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to fifteen (15) feet in width.

d. 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.

e. Reclaim the wellsites 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 six months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

f. Regarding each 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 _____ upon notice of such reseeded by Owner. Such payment will constitute Owner's acceptance of responsibility for compliance with COGCC Rule 1003.e.(1), Revegetation of Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established. Regarding each 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's sole cost, risk and expense, or reseed the affected area itself and receive payment from Noble in the amount of _____ upon notice of such reseeded 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. No living quarters shall be constructed within the Operations Areas.

5. Limited Release.

a. Except as provided herein, Owner hereby releases and discharges Noble, its agents, employees, contractors and licensees from and against any and all claims by Owner for property damages to the surface of the Lands where the drilling pads and sites for the Wells in the Operations Areas as depicted on Exhibit A, of whatsoever nature and character, including, but not limited to, diminution in value of the Lands within the Operations Areas, arising from, incident to, or in connection with Noble's oil and gas operations on the drilling sites on the Lands (collectively the "**Operations**"), all of which are depicted on Exhibit A.

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 of the Wells, including, but not limited to, damage to livestock, structures,

buildings, fences, gates, cattle guards, culverts, cement ditches, irrigation systems, and natural water basins, aquifers and water ways, such damage will be repaired or replaced by Noble, or in the alternative Noble will pay reasonable compensation to Owner for such additional damage or an amount equal to the reasonable costs to repair such actual damages.

6. Access to Operations Areas.

a. Owner shall allow continuous access to the Operations Areas at all times. Access for Operations shall be from public roads to Operations Areas as shown on Exhibit A. If additional access is desired in the future, this may be granted by separate agreement between Noble and Owner. All easements or rights-of-way through property not owned by Owner that Noble may desire to the Operations Areas, as well as all related costs and expenses, are the sole responsibility of Noble. Neither party shall unreasonably interfere with the use by the other of an access road.

b. Access roads or portions of access roads constructed by Noble (“**Access Roads**”) shall be generally fifteen feet (15') or more in width, and the Noble shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations. Noble shall maintain roadways utilized solely by it on the Lands with an adequate crown and in good and passable condition. Noble shall maintain roadways free of snow. Noble shall post and enforce twenty (20) miles per hour speed limit signs on such Access Roads. Noble shall promptly provide Owner with and record an “as built” survey certified to Owner of each Access Road immediately upon completion. Damage, maintenance and repairs to Access Roads shall be paid by Noble.

c. Access Road locations may be changed by mutual consent of Owner and Noble (such consent not to be unreasonably withheld by any party); provided, however, all costs and expenses of such relocations subsequent to the initial installations shall be borne by the party that requests them.

d. If Owner proposes to construct roads that will cross over pipelines that are then installed on the Lands, Owner shall pay Noble the costs to have Noble sleeve the portions of the pipelines that are to be crossed by the roads, such payment to be made in advance of the work. Owner shall not install the portion of the road that crosses a pipeline until the pipeline has been sleeved. If Owner informs Noble of any intended future crossings prior to installation of pipelines, Noble shall sleeve said crossings as part of their initial installation and Owner shall pay only the reasonable incremental cost of adding said sleeve.

e. Upon request of Owner, Noble agrees to construct and maintain in good condition four-strand barbed wire or other adequate fencing at the edge of each side of each Lease Road utilized by Noble in a manner that restricts entry of livestock onto Access Roads and Operations Areas, but also permits passage of open range livestock as needed for such grazing. Gates and cattle guards shall be installed at Noble’s expense as required to allow the controlled passage of livestock around Operations Areas and to maintain proper grazing practices of the adjoining range. Noble shall promptly restore all fences, gates and cattleguards which may be

damaged to as good a condition as such fences were prior to such damage by Noble's Operations.

f. Noble shall minimize surface damage to roadways and access points utilized by Noble. Noble agrees to repair, at its cost, any damage caused by Noble to roadways used for Noble's access. Noble shall be responsible, at its own expense, for any road improvements and culvert replacements necessary to support heavy truck traffic and for all maintenance on roads used by Noble.

g. Upon request, a designated representative of Noble and a designated representative of Owner shall meet to assess maintenance needs to be addressed on the portions of the Lands used by or to be improved and/or maintained by Noble.

h. Owner agrees to notify any surface tenant that may be affected by 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. Owner agrees to indemnify, defend, and hold harmless, Noble against any claim brought by any surface tenant for damages to the Lands directly caused by the Operations.

7. Pipelines. Noble may install and operate pipelines as required to reach the Operations Areas where shown on Exhibit A. Noble may assign or delegate to a third party the right to install and operate pipelines in order to connect the Well(s) to a gas gathering system within the Operations Areas. The pipeline area outside the Operations Areas shall be non-exclusive and may be used by Owner and its successors, lessees and assigns so long as such use does not interfere with the Operations.

a. Subject to the limitations in the Agreement, Noble has a continuing right and entitlement to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to its Operations on the Operations Areas. Although this Agreement is intended to confine the placement of those pipelines to certain specified locations within the Lands, nothing herein shall be construed as a limitation on the rights of Noble to make all necessary well connections to any well within an Operations Area.

b. Pipelines shall be at the locations identified on Exhibit A. If a certified survey has not been completed for an existing pipeline or future pipeline, the locations of such pipelines as depicted on Exhibit A are approximate locations.

c. A survey certified to the Owner shall be provided prior to installation of pipelines and flowlines, and an as-built survey shall be certified, recorded and provided to Owner immediately upon installation of any pipelines and flowlines to Owner.

d. All pipelines shall be placed at a depth no less than forty-eight inches (48") nor more than seventy-two inches (72") below grade at the time of installation.

e. Locations of pipelines and easements may be changed by mutual consent of Owner and Noble (such consent not to be unreasonably withheld); provided, however, all costs and expenses of such relocations shall be borne by the party which requests the relocation after initial installation.

f. Pipeline easements shall be fifty feet (50') in width during construction activities and thirty feet (30') in width for all operations, maintenance and transportation activities. Flowline easements shall be thirty feet (30') in width for all operations. All pipelines and flowlines shall be installed within five feet (5') from the edge of the thirty foot (30') easement.

g. Owner shall have the right to cross pipeline easements with roadways and other utilities; provided that such crossing is made at an angle of not less than 60 degrees and not more than 120 degrees. Owner shall also have the right to install and maintain easements that are both adjacent to and within, the easements identified herein, for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided; however: i) any new underground facilities which travel along a pipeline easement identified herein shall be located a distance horizontally of at least five feet (5') from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four inches (24") of vertical clearance between such new facility and a pipeline provided for herein; and iii) any overhead power lines shall be at least twenty feet (20') above the ground. Owner agrees that, and will notify each utility company that, except in cases of emergency, that Noble must be contacted at least five (5) business days prior to commencement of any trenching or digging activities within ten feet (10') of pipeline areas.

h. Owner will provide Noble with at least seven (7) days' advance written notice before paving current and future routes where intrusion upon flowlines and pipeline easements may occur, as applicable, in order to allow Noble the opportunity to lay new flowlines or pipelines that cross underneath the streets or access routes. If Owner does not give the notice required herein, then Noble may bore underneath the paved streets and access routes, such costs and expenses for the boring to be paid by Owner.

i. When excavating trenches wider than twelve inches (12") for pipeline and flowline installation or repairs, Noble shall segregate topsoil and backfill trenches to return soils to their original positions and contour, pursuant to the requirements of the COGCC and the terms of this Agreement. To prevent leaks, flowlines shall be pressure tested to industry standards upon installation and then in each year following installation. Flowlines found to be leaking at any time shall be immediately shut down and remain shut down until repairs are made and the leak is fully sealed.

j. Flowline construction shall avoid erodible slopes to the extent reasonably possible and in accordance with the regulations of the COGCC. Where necessary, erosion control features, such as water bars or other means of diverting flows off sloping flowline rights-of-way, shall be constructed to control and eliminate increased runoff and erosion. Flowline trenches shall be maintained by Operator to correct subsidence and control erosion.

k. Reclamation and abandonment of flowlines shall be in accordance with federal, state and local requirements.

l. Abandoned flowlines shall be emptied of all gas, water and any other fluids, cut off below the ground surface, and capped at the ends.

m. If Owner's development plans anticipate that roadways will or may in the future cross over existing pipelines, Owner will pothole or request that Noble pothole the existing and future pipelines to check the depth of such pipelines. Prior to Owner's installation of a new roadway, Noble will lower, as required, the affected pipelines to sufficient depth for the road elevations. Owner agrees to pay Noble the reasonable cost of inspecting and lowering the pipelines, as well as the reasonable cost of any sub-grade work required to achieve the road construction specifications. All pipelines shall be at least forty-eight inches (48") below Owner's planned surface elevation subsequent to land balancing.

8. Indemnification. To the fullest extent permitted by law, Noble hereby agrees to indemnify and hold Owner harmless from and against any and all third party claims, personal injury, property damage, losses, costs, suits, judgments, cleanup costs, expenses and liabilities of every kind, damages, environmental claims and damages, rehabilitation costs, and causes of action, including attorneys' fees, experts' fees and court costs, that result from or arise out of Noble's activities on the Lands, including, but not limited to, damage to ground water, surface area or disposal cells resulting from Noble's drilling activities or surface impoundments on the Lands except when the claims and damages are caused by the sole or gross negligence of the Owner. This provision shall survive the termination of 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 and Noble.

10. Land Development. Owner acknowledges that it is the intent of Noble to conduct future Operations within the Operations Areas on the Lands and Owner shall use best efforts in their use and development of the surface so as not to unreasonably interfere with such Operations. Owner shall promptly notify Noble of any planned real estate development, new irrigation system (e.g. pivots), residences, or other structures to be installed or located on the Lands or of any plans to move any irrigation systems, residences, or other structures located on the Lands before or after the Effective Date. Noble will not object to such future development of the Lands to the extent such development does not interfere with the Operations contemplated by this Agreement.

11. Notice of Operations. Noble will provide Owner with thirty (30) days' notice by mail, phone call or personal visit prior to commencing Operations on the Lands with heavy equipment. Owner acknowledges that this notice complies with, or hereby waives, all COGCC requirements that it be given advance notice by Noble of the Operations. Owner acknowledges

receiving from Noble a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as the surface owner of the Lands.

12. Arbitration. Any other action, dispute, claim or controversy between the parties, whether sounding in contract, tort or otherwise (“**Dispute**”) shall be resolved by binding arbitration as hereinafter provided. Such Disputes shall be resolved by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. ' 13-22-201, *et seq.*, as then in effect by a panel of three arbitrators, and the majority decision of the arbitrators shall be binding upon the parties as provided herein. The three arbitrators shall be selected by allowing each party to choose an arbitrator of their choice and the two arbitrators chosen by the parties shall then choose a third arbitrator. Any arbitrator selected under this section shall be knowledgeable in the subject matter of the Dispute shall be impartial and independent from the parties to the dispute and shall perform his or her duties with diligence and in good faith. The arbitrators' award shall be entered as a judgment in the appropriate court in the appropriate county or counties in the State of Colorado. In the event of any inconsistency between such rules and these arbitration provisions, these provisions shall supersede such rules. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding under this section. The parties shall be entitled to conduct discovery as if the Dispute were pending in a District Court in the State of Colorado. In any arbitration proceeding subject to these provisions, the arbitrators are specifically empowered to decide pre-hearing motions that are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. The provisions of this section shall survive any termination, amendment or expiration of the Agreement in which this section is contained, unless the parties otherwise expressly agree in writing. The cost of the arbitration shall be born equally by the parties, except that the arbitrator shall award the prevailing party reasonable attorney's fees and expenses. **THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY RIGHT TO TRIAL BY JURY IS WAIVED BY THIS AGREEMENT TO SUBMIT TO BINDING ARBITRATION.** The parties also agree that binding arbitration must be completed within ninety (90) days of the demand for arbitration to minimize any loss or damages caused by any Dispute.

13. Owner's Methane Capture and Interests. Noble acknowledges that Owner is operating landfills on the Lands and adjacent lands. Noble acknowledges that all materials and by-products of materials which are brought to Owner's Lands and other lands are the sole property of Owner, including methane and other byproducts produced from these materials produced from those materials. Owner may capture, reclaim and produce such materials and by-products on the Lands provided such operations do not interfere with Noble's Operations which are contemplated by this Agreement.

14. Interest in Real Property. This Agreement reflects the parties' valid, present interest in the Lands. The covenants and rights contained in and granted by this Agreement are made for the direct benefit of the Lands and shall run with and against the Lands and inure to the benefit of and bind Owner and Noble and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, and transferees, and all entities or persons claiming by, through or under them. Owner shall defend its title to the Lands against any person claiming all or any part of such rights, whether by, through or under Owner.

15. Interpretation. In construing this Agreement, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement than the other party. All exhibits attached hereto are incorporated herein by reference.

16. Colorado Law. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado, subject to the right of either party to remove a matter to federal court.

17. Authority. Each of the undersigned principals of the parties represents and warrants that such person has the requisite corporate or legal authority to bind the respective parties to this Agreement.

18. Effective. 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 Wells and completed reclamation in accordance with this Agreement and applicable COGCC rules and regulations (the "Term"), except that any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

19. Notices. All notices to either party shall be in writing addressed to the parties at the address first set forth above. Concerning any matter relating to the Operations, Owner may contact Noble at:

Operator:	Noble Energy, Inc.
Person to Contact:	Wattenberg Land Manager
Address:	1625 Broadway, Suite 2200 Denver, CO 80202
Phone Number:	303-389-3600
Fax:	303-228-4331

Noble may contact Owner at:

Person to Contact:	Bill Hedberg
Address:	Waste Management - Buffalo Ridge Landfill 11655 CR 59 Keenesburg, CO 80643
Phone Number:	970-732-0218
Fax:	970-732-0219
E-mail Address:	bhedberg@wm.com

With copy to:

James T. Morgan
Waste Management, Inc.
Real Estate Department
720 East Butterfield Road, 2nd Floor
Lombard, IL 60148-5689
E-mail Address: jmorgan@wm.com

Ronald J. Snow, Esq.
Burleson LLP
1700 Lincoln Street, Suite 1300
Denver, CO 80203
Phone Number: 303-801-3248
Fax: 303-801-3201
E-mail address: rsnow@burlesonllp.com

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.

20. Incorporation by Reference. Exhibits mentioned or attached hereto are incorporated into this Agreement by this reference.

21. Entire Agreement. This Agreement sets forth the entire understanding among the parties and supersedes 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.

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

23. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Either party may disclose this Agreement to a potential purchaser of that party's interest in the Lands, subject to execution of a confidentiality agreement reasonably acceptable to the other party. Noble may 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of July, 2013.

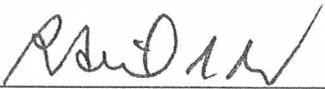
Owner:

WASTE MANAGEMENT
OF COLORADO, INC.

By: James T. Morgan
Director of Real Estate

Noble:

NOBLE ENERGY, INC.

By: 
as Attorney-In-Fact
P. David Padgett
Attorney-in-Fact *CM RGL*

STATE OF _____)
) ss.
_____ County of _____)

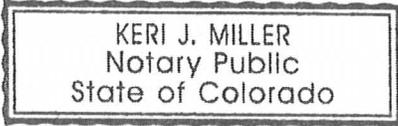
The foregoing was acknowledged before me this _____ day of _____, 2013, by James T. Morgan, Director of Real Estate of WASTE MANAGEMENT OF COLORADO, INC.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF Colorado)
) ss.
County of Denver)



My Commission Expires July 11, 2015

The foregoing was acknowledged before me this 26 day of July,
2013, by P. David Padgett Attorney-in-Fact for NOBLE ENERGY, INC.

Witness my hand and official seal.

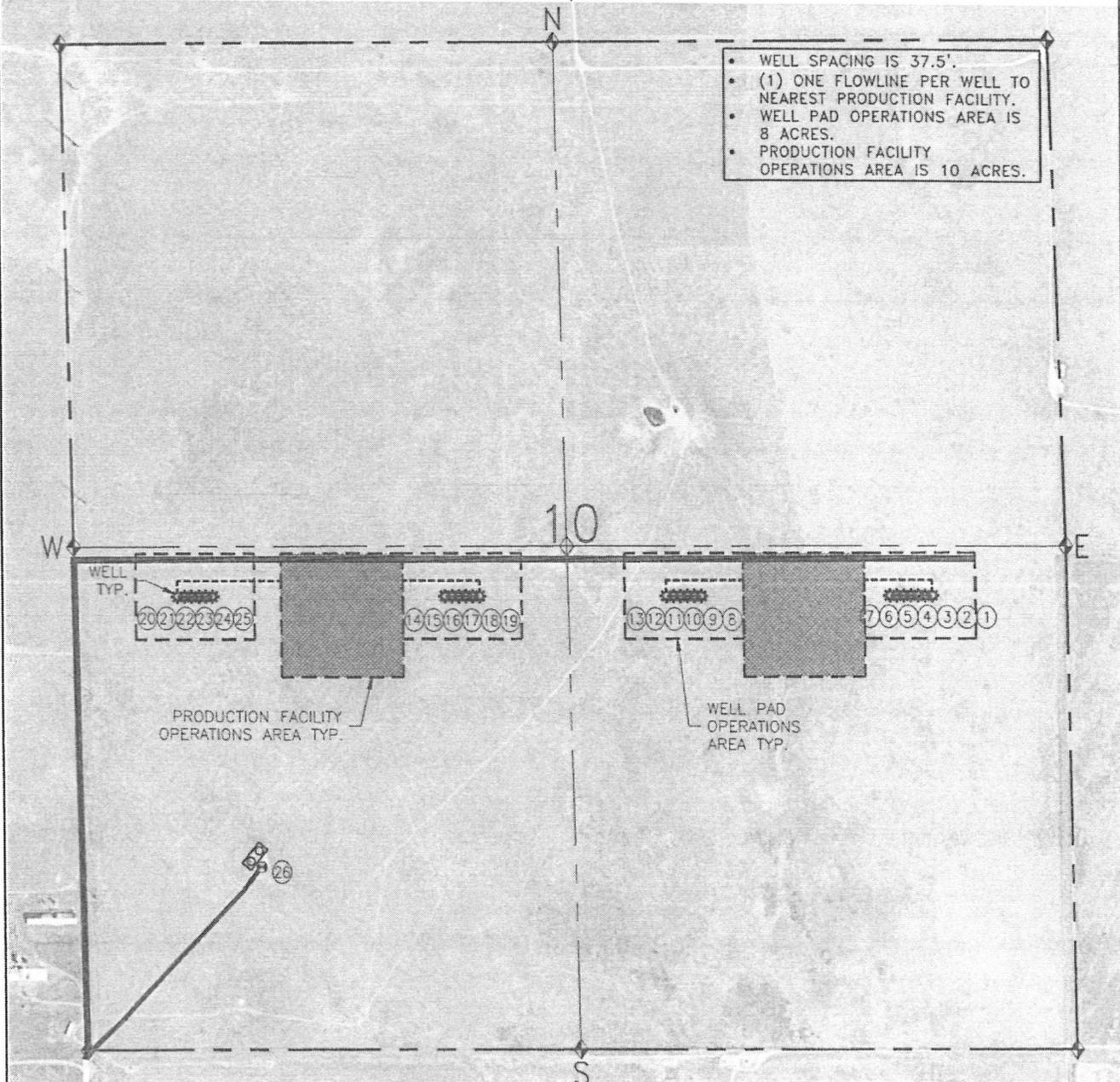
My commission expires: July 11, 2015.

Keri J. Miller
Notary Public

EXHIBIT A

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN SURFACE USE AGREEMENT DATED _____, 2013, BY AND BETWEEN WASTE MANAGEMENT OF COLORADO, INC., AS "OWNER" AND NOBLE ENERGY, INC. AS "NOBLE" COVERING THE FOLLOWING LANDS:

TOWNSHIP: 2 NORTH, RANGE 64 WEST, 6TH P.M.
SECTION 10: N/2S/2, SW/4SW/4
WELD COUNTY, COLORADO



- WELL SPACING IS 37.5'.
- (1) ONE FLOWLINE PER WELL TO NEAREST PRODUCTION FACILITY.
- WELL PAD OPERATIONS AREA IS 8 ACRES.
- PRODUCTION FACILITY OPERATIONS AREA IS 10 ACRES.

WELL NAMES

- | | | |
|----------------------|----------------------|--------------------------------|
| 1. OSCAR Y11-79HN | 12. OSCAR Y10-75-1HC | 23. OSCAR Y10-78HN |
| 2. OSCAR Y10-72-1HC | 13. OSCAR Y10-75HN | 24. OSCAR Y10-78-1HN |
| 3. OSCAR Y10-72-1HN | 14. OSCAR Y10-77HN | 25. OSCAR Y10-78-1HC |
| 4. OSCAR Y10-72HN | 15. OSCAR Y10-77-1HC | 26. TWO E RANCHES 1 (EXISTING) |
| 5. OSCAR Y10-73-1HN | 16. OSCAR Y10-77-1HN | |
| 6. OSCAR Y10-73-1HC | 17. OSCAR Y10-76HN | |
| 7. OSCAR Y10-73HN | 18. OSCAR Y10-76-1HN | |
| 8. OSCAR Y10-74-1HC | 19. OSCAR Y10-76-1HC | |
| 9. OSCAR Y10-74-1HN | 20. OSCAR Y10-79HN | |
| 10. OSCAR Y10-74HN | 21. OSCAR Y10-79-1HC | |
| 11. OSCAR Y10-75-1HN | 22. OSCAR Y10-79-1HN | |

LEGEND

	ACCESS ROAD		PRODUCTION FACILITY OPERATIONS AREA
	FLOWLINES		WELL PAD OPERATIONS AREA
	EXISTING FACILITY		
	PROPOSED WELL		
	EXISTING WELL		

0 800'

SCALE: 1" = 800'