

Colorado Oil and Gas Conservation Commission (COGCC)
Onsite Inspection Request Form
 (Effective for APDs submitted after February 15, 2005)

As the surface owner(s) where a proposed well is being drilled, I/we are requesting that the COGCC conduct an onsite inspection. I/we did not execute a lease nor did I/we execute a surface use or other relevant agreement for the proposed well. I/we understand that good faith consultation with the operator as required under COGCC Rule 306. is required to have occurred prior to making this request to the COGCC to conduct an onsite inspection, and that this onsite inspection request must be received by the COGCC within ten (10) business days of the first day of the Rule 306. consultation.

Surface Owner Contact Information:

Name: Ed Orr
 Address: 826 9th St. Greeley Colo.
 Telephone No. 970 351 8777
 Cell Phone No. 970 539 8777

Well Operator and Location Information:

Operator: None
 Well Name: 36-35
 Location: SW 1/4 Sec 36 T6 R67
 County: Weld

First date Rule 306. consultation occurred: 7/05
 Date

Proposed two (2) dates for the COGCC onsite consultation (must be within thirty (30) days of the request)

1st date Sept 8 2nd date Sept 14

I would prefer to have a representative of the appropriate Local Government (COGCC Local Governmental Designee) invited to attend the onsite inspection? yes no

Briefly describe the unresolved issues related to the proposed well (The onsite inspection shall not address matters of surface owner compensation, property value diminution, future use of the property or any private party contractual issues between the operator and the surface owner.)

Operator will not locate well within the drilling window in a location which accommodates the surface uses.

Signature(s) [Signature]

Date 9th Sept. 05

Please fax or first class mail this request for an onsite inspection to:

Colorado Oil and Gas Conservation Commission
 Attn: Permit Supervisor
 1120 Lincoln Street Suite 801
 Denver, CO 80203
 FAX (303) 894-2109

LAT = 40.439952
 LONG = -104.846715

(970)
 (533) 8777 → 6701 (cell)
 Oper # 10120

Called Ed Orr 9-9-05 and let him know request is in.

Called Steele 9/9/05 and let him know request is in.

1625 Broadway
Suite 2000
Denver, CO 80202

Tel: 303.389.3800
Fax: 303.595.7410

www.nobleenergyinc.com



noble energy production, inc.
a subsidiary of noble energy, inc.



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Land Department

October 5, 2005

Colorado Oil and Gas Conservation Commission
Attn: Brian Macke, Acting Director
The Chancery Building
1120 Lincoln Street, Suite 01
Denver, CO 80203

RE: Application for Permit to Drill
State M 36-9 Codeff directional new drill
Township 6 North, Range 67 West, 6th P.M.
Section 36: S/2
Weld County, Colorado

Dear Director Macke:

Noble Energy Production, Inc. ("Noble") has staked the surface locations of the captioned wells (the "Wells") as follows:

State M 36-9 - 2373' FSL & 209' FEL
State M 36-13 - 2037' FSL & 922' FWL
State M 36-15 - 999' FSL & 698' FEL
State M 36-25 - 2047' FSL & 944' FWL

Under Rule 318.A the surface location is at an exception location and requires a surface owner waiver. Noble has moved the Wells to the referenced locations pursuant to the surface owner's request. Please find attached copy of the executed surface owner waiver, granting consent to drill the captioned wells from the listed footages. Upon your review of the waiver, Noble respectfully requests approval of the attached Sundys.

Sincerely,

NOBLE ENERGY PRODUCTION, INC.


Brent "Barry" Myhr
Landman

Enclosure

cc: David Siple
David Padgett
Bea Steele

1825 Broadway
Suite 2000
Denver, CO 80202

Tel: 303.389.3800
Fax: 303.586.7410
www.nobleenergyinc.com



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Land Department

October 3, 2005

Ed Orr
826 9th Street Plaza
Greeley, CO 80631

Re: Waiver of Surface Locations
State M 36-9, State M 36-13, State M 36-15, State M 36-25
Township 6 North, Range 67 West, 6th P.M.
Section 36: S/2
Weld County, Colorado

Dear Mr. Orr:

Noble Energy Production, Inc. ("Noble") has staked the surface locations of the captioned wells (the "Wells") as follows:

State M 36-9 - 2373' FSL & 209' FEL
State M 36-13 - 2037' FSL & 922' FWL
State M 36-15 - 999' FSL & 698' FEL
State M 36-25 - 2047' FSL & 944' FWL

The Wells surface locations are located outside the drilling windows prescribed in Colorado Oil and Gas Conservation Commission ("COGCC") Rule 318A.a. (1) and Rule 318A.a. (2).

Noble requests your written consent to the surface locations. Please sign in the space provided and return one copy of this letter to the undersigned by faxing a copy to (303) 595-7410 care of Barry Myhr.

Thank you for your prompt attention to this matter. If you have any questions do not hesitate to contact the undersigned at (970) 785-0352 or (303) 939-8585.

Very truly yours,

NOBLE ENERGY PRODUCTION, INC.


Curt Moore
Land Manager

Ed Orr hereby consents to the surface locations of the Wells as listed above.


Date: October 5, 2005

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 27th day of September, 2005, is made by and between the undersigned, Ed Orr and Susie Ann Orr, whose address is 826 9th Street Plaza, Greeley, CO 80631 herein collectively called "Owner", and Noble Energy Production, Inc., 1625 Broadway, Suite 2000, Denver, Colorado 80202, herein called "Noble";

WHEREAS, Owner represents that they are the owner and in possession of an interest in part or all of the surface estate for the following described lands in Weld County, Colorado, said land herein called "Lands", to wit;

Township 6 North, Range 67 West, 6th P.M.
Section 36: S1/2

WHEREAS, Noble represents that it has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands; and proposes to drill the State M 36-9, State M 36-13, State M 36-15, State M 36-11 and State M 36-25 wells on the Lands (the "Wells").
and

WHEREAS, Owner and Noble desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage;

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

1. **No Payment to Owner.** Owner and Noble agree that no sum is due Owner to satisfy any damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations in connection with the Wells, unless otherwise specifically provided herein or in a separate letter agreement between the parties, or unless Noble uses areas of the surface of the Lands other than the Wellsites (as defined below), pipeline routes and access roads specified in this Agreement.

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

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B. Owner agrees to notify any surface tenant that may be affected by Noble's operations with respect to the Wells on the Lands and Noble shall have no liability therefor.

2. Consultation. Noble representatives have previously consulted with Owner relating to the Wells subject to this Agreement and have agreed that, if requested by Owner, prior to heavy equipment operations on each wellsite, Noble's representative will meet and consult with Owner (or Owner's representative) as to the location of the wellsite, access road, flowlines, tank batteries and other associated production facilities.

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

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

B. Limit the size of each wellsite to approximately 300 feet by 250 feet, at the location specified on Exhibit "A" (the "Wellsite") during any drilling, completion, recompletion or workover operations and shall be no more than 1/4 acre in size during other periods. The area required for any tank battery location associated with each Well shall be limited to approximately one-half acre in size upon completion of construction. Access roads shall be limited to approximately 30 feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to 15 feet in width.

C. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

D. Reclaim the wellsite as nearly as practicable to its original condition and if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

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

F. To directionally drill the State M 36-9 Well to a bottom-hole location in the NE/4SE/4; the State M 36-13 Well to a bottom-hole location in the SW/4SW/4; the State M 36-15 Well to a bottom-hole location in the SW/SE/4; and the State M 36-25 Well to a bottom-hole location near the center of the SW/4, each in said Section 36. Each such well shall be Noble's single well assigned to the "drilling window" established by the Colorado Oil and Gas Conservation Commission in each such quarter-quarter-section or quarter section noted in this subparagraph F, as to all formations, and other than may

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be expressly set forth herein, Noble hereby releases and conveys to Owner its rights to use the surface of such lands.

G. Not use any other portion of the surface of the Lands in connection with the drilling or production of the Wells, other than those areas identified on Exhibit "A."

H. Promptly repair any damage caused to Owner's roads which is caused by Noble's operations on the Lands; promptly close any gates which Noble utilizes to access the Lands (except when cattle guards are installed by Noble during drilling operations only); and in any irrigated areas, to bury any pipelines below plow depth.

I. Ingress to and egress the Lands using only the north entrance to such Lands.

4. **Waiver of Thirty Day Notice.** Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Noble to Owner when it initially gave notice of its intent to drill the Wells on the Lands. Owner does not otherwise waive the application of any law or regulation, including any rule of the Colorado Oil and Gas Conservation Commission.

5. **Successors and Assigns.** When Noble is used in this Agreement, it shall also mean the successors and assigns of Noble, as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Owner and Noble and may be executed in counterparts.

6. **Confidentiality.** Except to the extent disclosure is required by law, the parties agree to keep the amount of consideration paid hereunder confidential and shall not disclose such information without the advance written consent of the other party. Noble may record a memorandum evidencing the existence of this Agreement.

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

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

(Signatures on following page)

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