

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 15th day of December, 2015, is made by and between the undersigned, Waste Management of Colorado, Inc., whose address is 720 East Butterfield Road, Lombard, IL 60148 ("Owner") and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("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, (the "Lands"):

Township 3 North, Range 64 West, 6th P.M.
Section 26: S/2, NW/4
Section 27: All
Section 34: All
Section 35: All

Township 2 North, Range 64 West, 6th P.M.
Section 2: All
Section 3: All
Section 10: All
Section 11: N/2

WHEREAS, Noble proposes to drill, complete, install, operate and produce up to eighty-three (83) wells on the Lands (the "Wells").

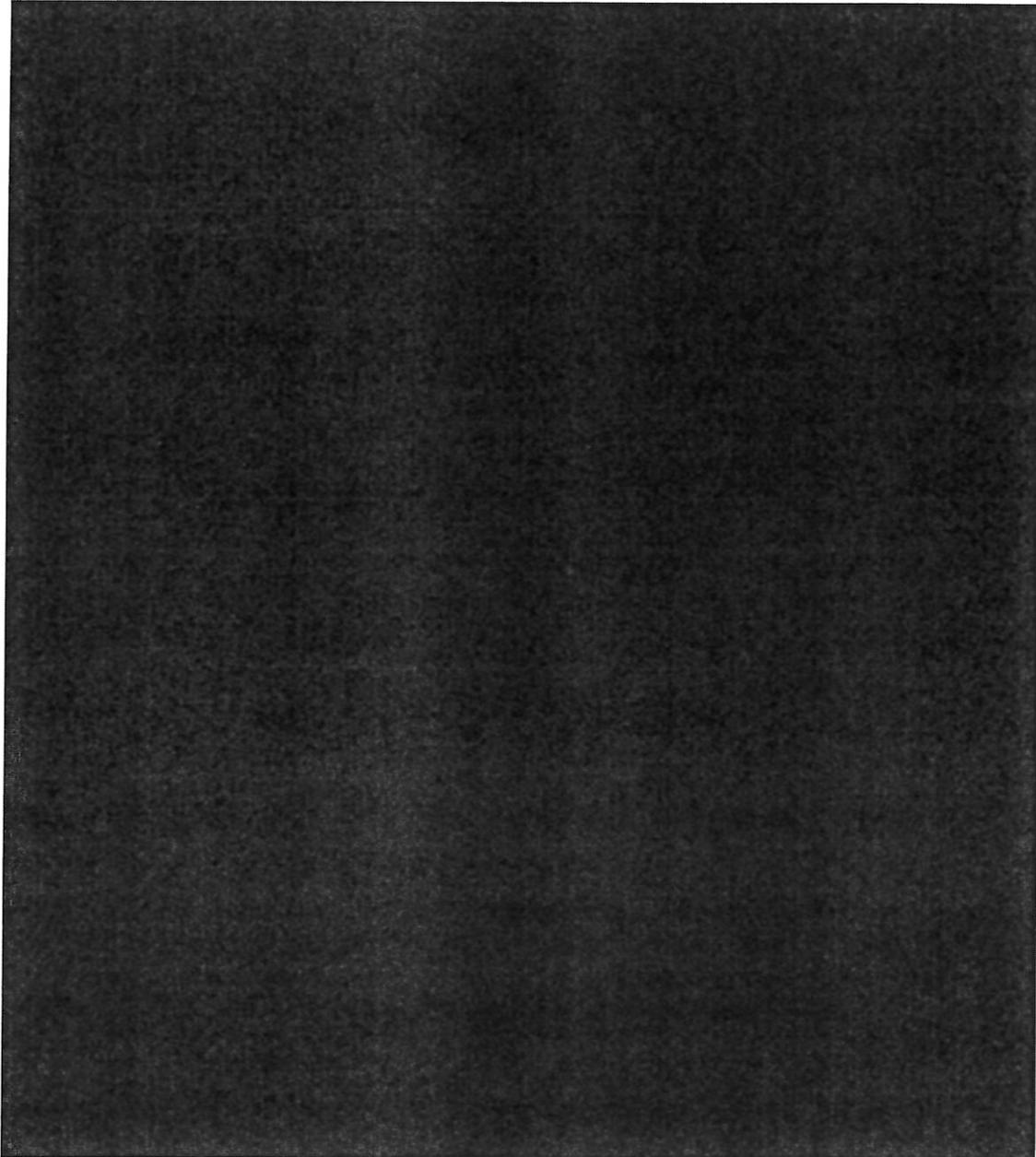
WHEREAS, Owner recognizes that Noble has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands; and Owner and Noble desire to protect and to minimize any surface damage to the Lands and to reach an agreement regarding such surface use and damage; and

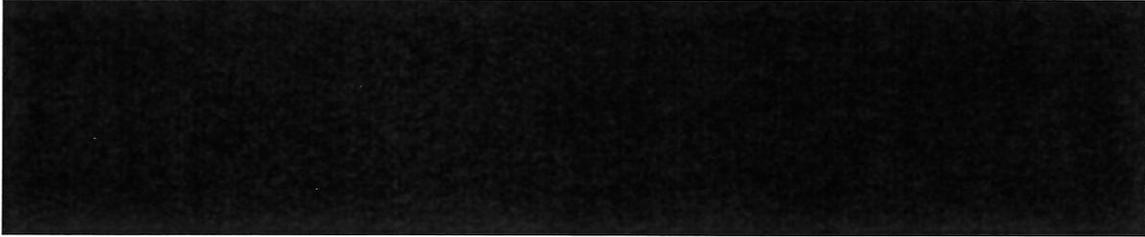
WHEREAS, the parties enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate for the Lands and to delineate the process with which they shall comply with respect to the development of the two estates, including periodic amendment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

AGREEMENT

NOW, THEREFORE, in consideration of ten dollars 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.





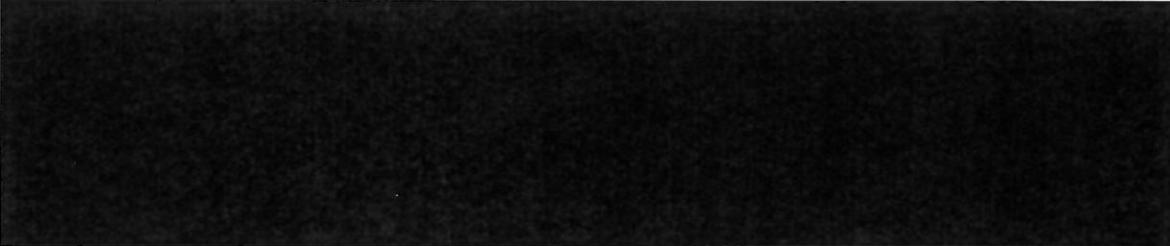
2. Grant of Easements.

a. Noble is hereby granted an exclusive easement during the Term (as defined at Section 19) 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.

b. If Noble desires to drill any wells in addition to the eighty-three (83) Wells contemplated by this Agreement during the Term and in accordance with this agreement, Noble agrees to notify Owner of any proposed additional wells in writing within ten (10) business days of the proposed spud date for such wells. Upon such notification, Noble agrees to enter into good faith negotiations with Owner to mutually plan operations related to the future wells in accordance with the terms of this Agreement. The consideration for each future well will be negotiated prior to the drilling of any such well.

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 Greater Wattenberg Area ("GWA") windows as defined in COGCC Rule 318A(a) as shown on Exhibit A. Owner shall grant any necessary property line waivers required under COGCC Rule 603, as well as any other state or local setback requirements.



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.

c. At least thirty (30) days prior to entry of heavy equipment for operations on each wellsite and any other location, 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 and flowlines outside of the Operations Area certified to Owner immediately upon completion of the installation of same. All pipelines shall be located within the Easement Areas described at Section 7.

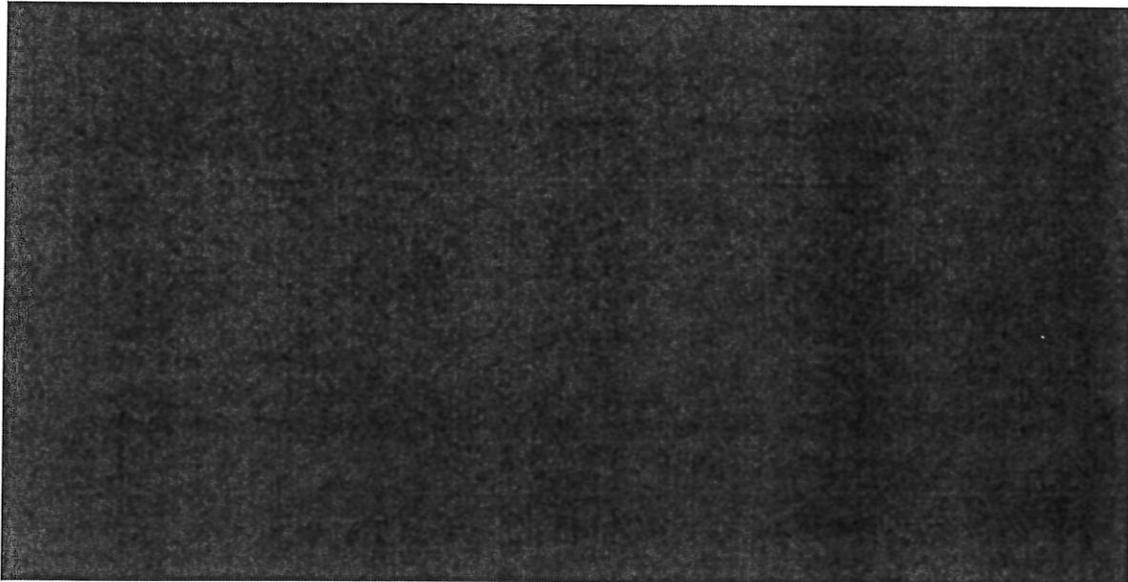
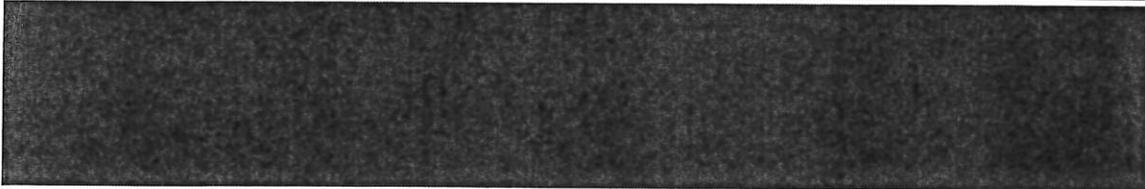
4. Noble Obligations. In addition to the other provisions of this Agreement, in conducting operations on the Lands, Noble shall:

a. Perform all reclamation in accordance with the rules and regulations of 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 Noble Well Pad Operation Area, as described on Exhibit A, to approximately eight (8) acres in size and limit the size of Noble Production Facility Operation Areas, as described in Exhibit A, to 10 acres in size. Tank batteries shall be located within Operations Areas.





h. No living quarters shall be constructed within the Operations Areas.

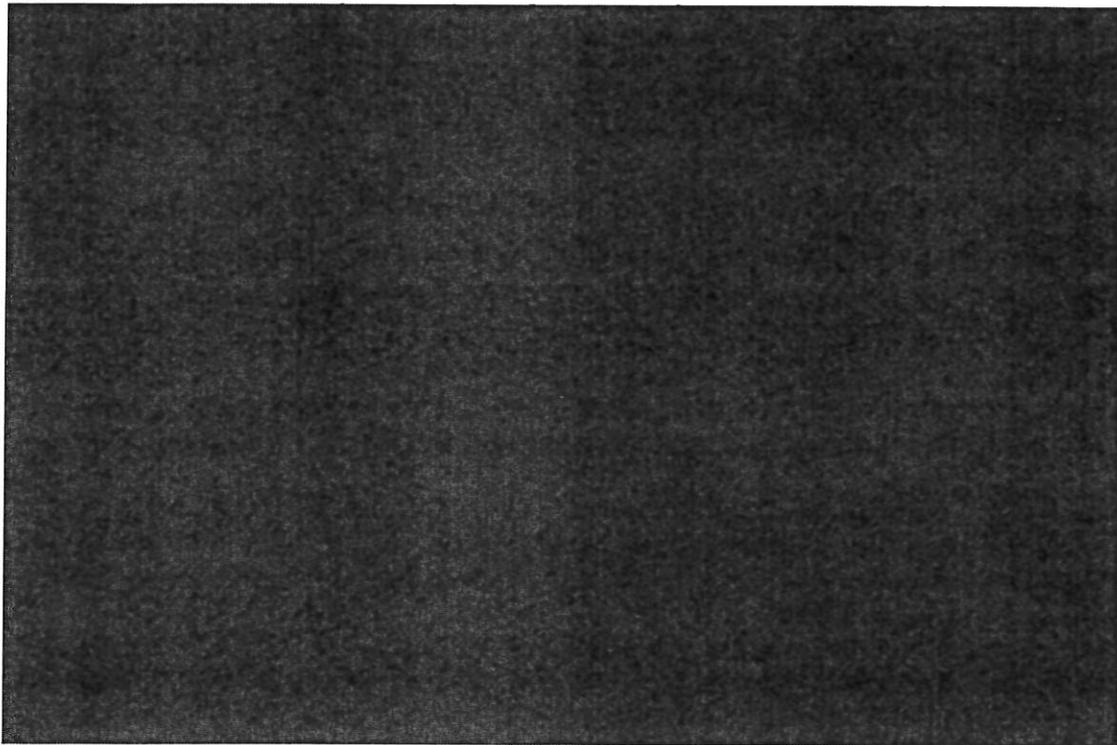
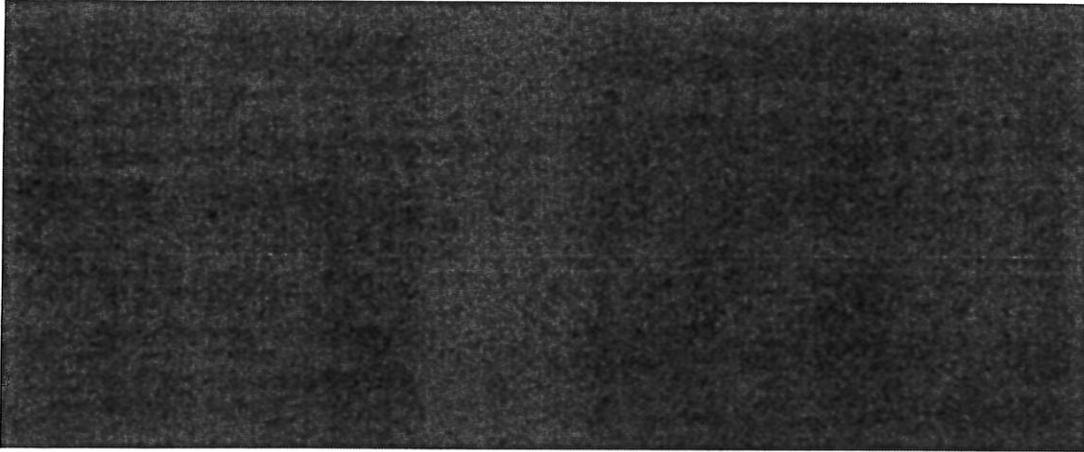
5. Limited Release.

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 Operations Areas (collectively the "Operations"), all of which are depicted on Exhibit A.

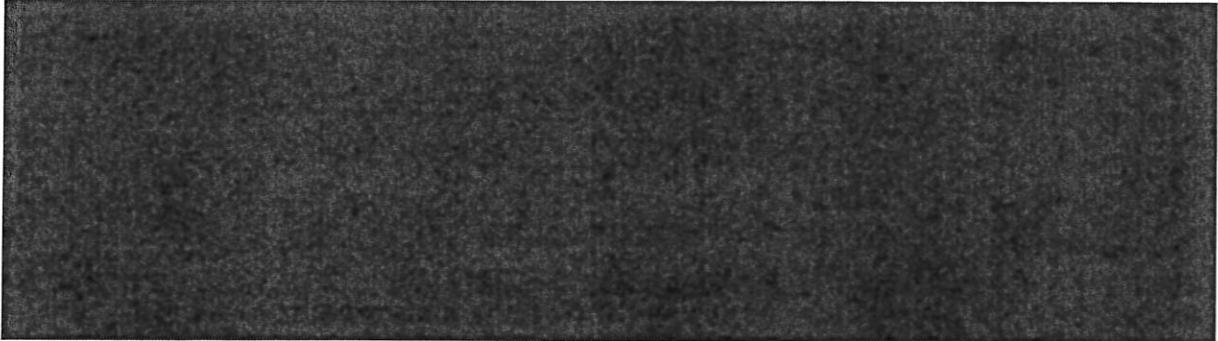
b. If, by reasons directly resulting from the operations of Noble, there is damage to real or personal property upon the Lands which is not associated with usual and customary operations of the Wells, including, but not limited to, damage to livestock,

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.

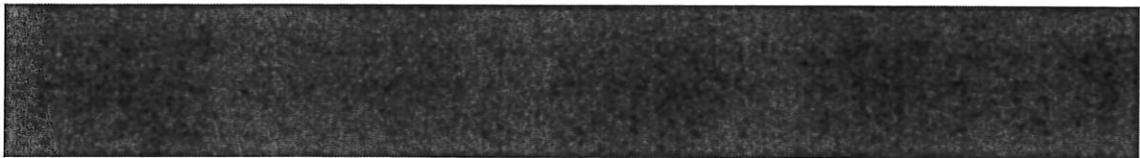
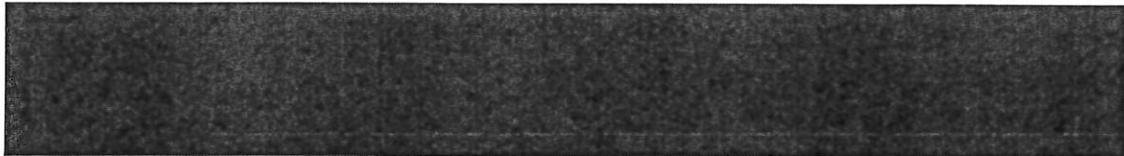


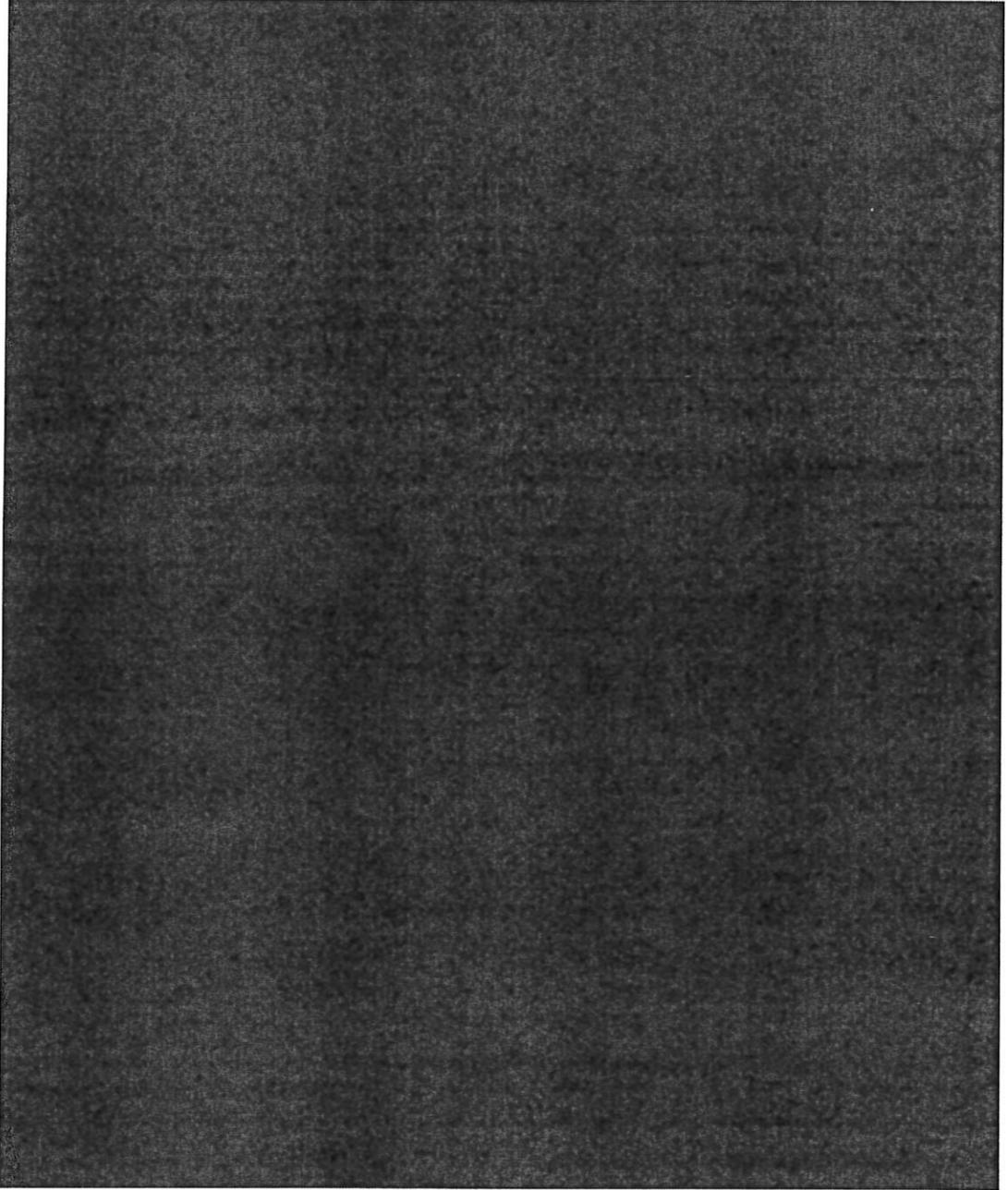
initial installation and Owner shall pay only the reasonable incremental cost of adding said sleeve.

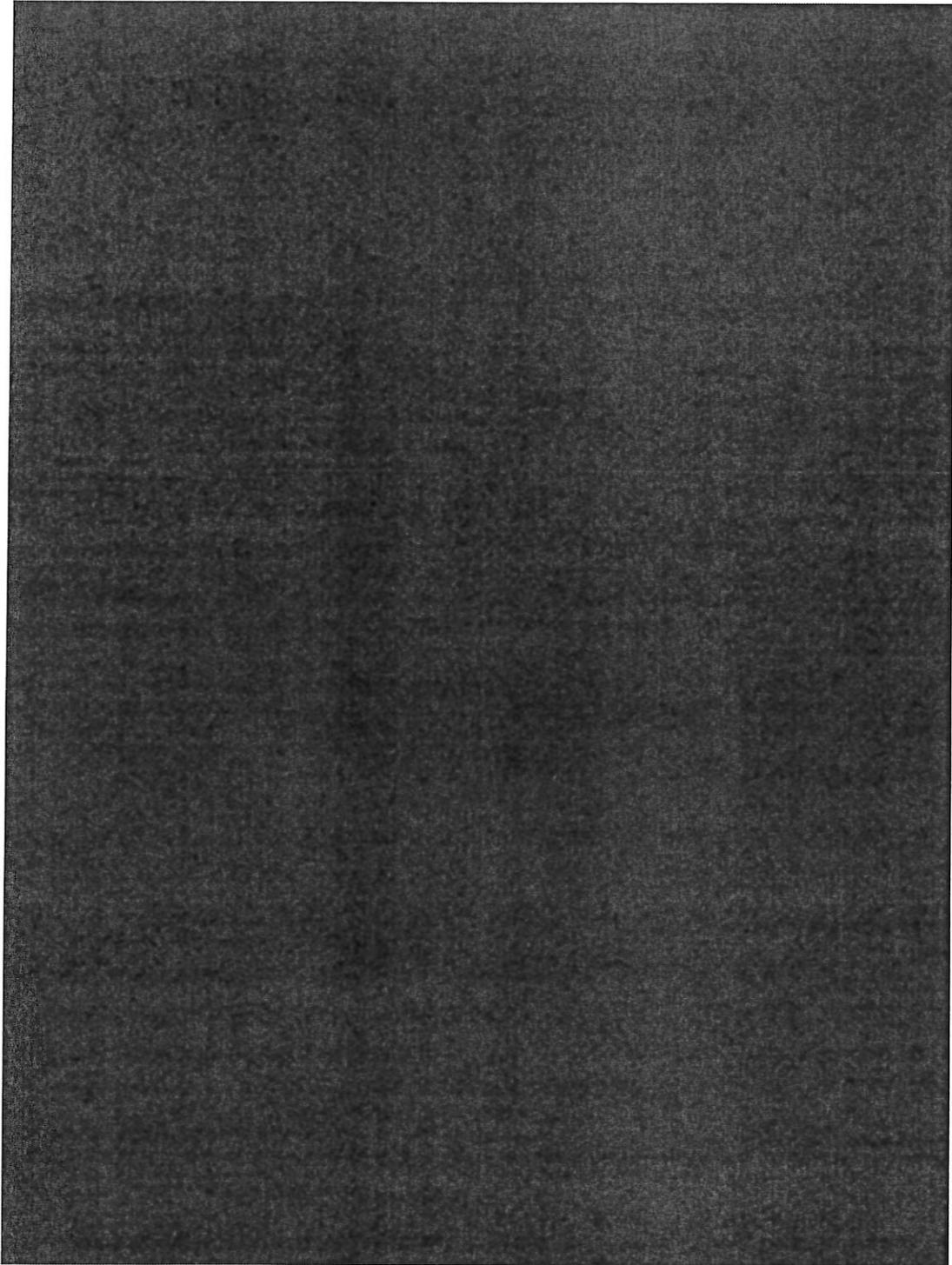


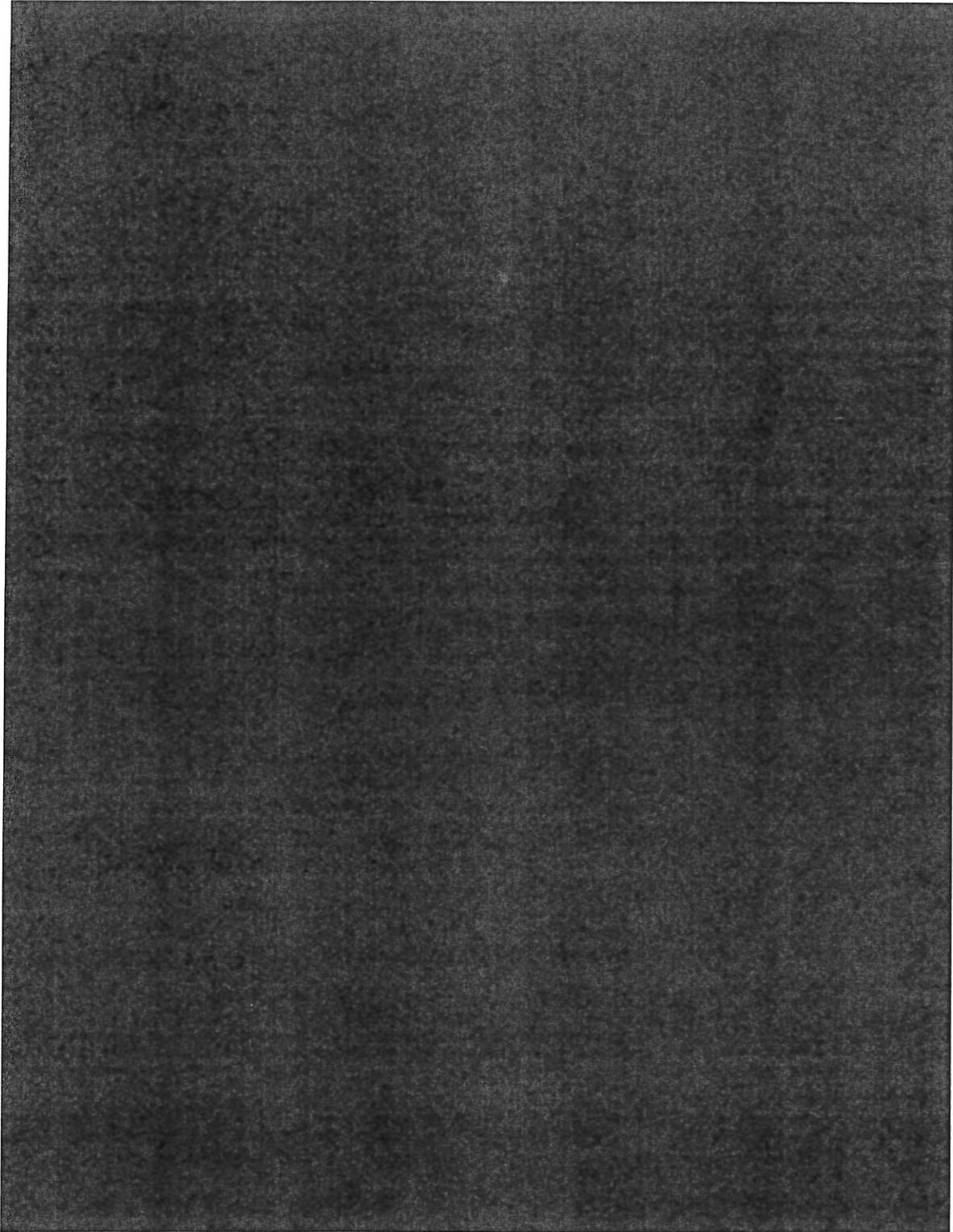
i. Owner agrees to notify any surface tenant that may be affected by Operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as they shall mutually determine between themselves and Noble shall have no liability therefor. Owner agrees to indemnify, defend, and hold harmless, Noble against any claim brought by any surface tenant for damages to the Lands directly caused by the Operations, provided however, that Owner's indemnity is not applicable to circumstances where (i) Noble Operations have caused direct injury to the personal property of a tenant and (ii) all payments made to Owner relating to any claim for damages are entirely unrelated to such direct tenant claims.

7. Pipelines and Flowlines.









such Disposal Services or Other Services and Products in unsafe. Noble may select other third party providers of Disposal Services or Other Services and Products after a good faith evaluation of Owner's proposal in relation to the relevant experience, project bid pricing, and other relevant factors of negotiation with Noble of the other third party providers. All communications concerning these provisions of services shall be through the prospective vendor and Noble. The Disposal Services or Other Services and Products awarded in accordance with this Section 8 pertain to the Lands only, and do not affect, in any way, the provision of services outside of the Lands.

9. Indemnification. Noble shall 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.

10. 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. Each Party will provide notice of any assignment of this Agreement to the other Party.

11. 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.

12. Notice of Operations. Noble will provide Owner with thirty (30) days' written notice in accordance with this **Section 12** and **Section 20**, 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.

13. Arbitration. Any action, dispute, claim or controversy between the parties arising under this Agreement, 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.

14. 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 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.

15. Interest in Real Property. The parties intend that this Agreement creates, and this Agreement does create, a valid, present interest in the Lands in favor of Noble. 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 title to the rights granted to Noble by this Agreement against any person claiming all or any part of such rights, whether by, through or under Owner. If Owner conveys the Lands or any part of it, any compensation due under this Agreement related to that part of the Lands transferred, shall be paid to the successor in title to the Lands or, as applicable, to that part of the Lands.

16. 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.

17. 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.

18. 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.

19. 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 necessary 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 in this Agreement shall survive the expiration of this Agreement.

20. 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: DJ Basin Land Manager
Address: 1625 Broadway, Suite 2200
Denver, CO 80202
Phone Number: 303-228-4000

Noble may contact Owner at:

Persons to Contact: Jason Chan
Address: Waste Management of Colorado, Inc.
Buffalo Ridge Landfill
11655 CR 59
Keenesburg, CO 80643
Phone Number: 970-732-0218
Fax: 970-732-0219
E-mail addresses: jchan2@wm.com

With copy to: James T. Morgan
Waste Management, Inc.
Real Estate Department
720 East Butterfield Road, 4th Floor
Lombard, IL 60148
jmorgan@wm.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.

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

22. 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.

23. 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.

24. Enforceability. In the event either Party is in default of its obligations in this Agreement, the non-defaulting Party shall be entitled to interest upon any unpaid amount at the rate of ten percent (10%) per annum from the time any payment was due, and its actual attorney fees, expert witness fees, and court costs, regardless of whether an action to enforce this Agreement is actually commenced or not; and such amount shall be awarded to the non-defaulting Party in any proceeding commenced to enforce this Agreement.

25. 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 15th day of December, 2015.

Owner:

WASTE MANAGEMENT OF COLORADO,
INC.

By: James A. Wilson
Name: James A. Wilson
Title: Vice President

Noble:

NOBLE ENERGY, INC.

By: Joseph H. Lorenzo SR NA
Name: Joseph H. Lorenzo
Title: Attorney-In-Fact

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing was acknowledged before me this 15th day of December, 2015, by James A. Wilson, as Vice President of WASTE MANAGEMENT OF COLORADO, INC.

Witness my hand and official seal.

My commission expires: 10/21/2019



Vidya

Notary Public

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing was acknowledged before me this 21st day of December, 2015, by Joseph H. Lorenzo, as Attorney-in-Fact for NOBLE ENERGY, INC.

Witness my hand and official seal.

My commission expires: April 29, 2019

Alyson Vahling

Notary Public

