

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.

a. Noble proposes to drill, complete, install, operate and produce up to eighty-three (83) wells on the Lands. Noble shall pay to Owners prior to commencement of each Well drilled upon the Lands (whether or not the bottom hole location is located on the Lands or off the Lands), 

 for the exclusive use of the Operations Areas together with portions of the Lands used for road purposes, production facilities, or other necessary facilities within the Operations Areas and in connection with the Wells. The Well payments will be made in three installments:



Wells will be located within the "Operations Areas" depicted on Exhibit A. Exhibit A, attached to this Agreement, is by this reference made a part of this Agreement.

b. The consideration set forth in Section 1(a) 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.

c. Pipelines shall be located where shown on the attached Exhibit A and be subject to a recordable Pipeline Easement in the form attached as Exhibit B for all pipelines constructed in the Easement Area with Noble, its affiliates and Noble's third party

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gatherers. For the recordable Pipeline Easement between Owner and Noble Energy, Inc. Noble will make payments to Owner for the Pipeline Easement in accordance with that certain Letter Agreement dated December __, 2015 (the "Letter Agreement") by and between Owner and Noble Energy Inc. Noble shall be responsible to obtain and pay for any utility easements to the operations areas from third parties which may be necessary for operation of Noble production equipment and facilities.

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.

b. The parties agree to maintain a five hundred foot (500') setback between any Noble wellhead or production facilities and any structure constructed by or on behalf of Owner. For the purposes of this Section 3.b, the five hundred foot (500') set back shall not apply to a gas probe, a water monitoring well, or any similar structure where the structure is (i) unlikely to affect Noble Operations and (ii) related to the Owner's operation of a waste disposal facility on the Lands. 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.

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.

d. 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.

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e. 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.

f. Reclaim the wellsites and all areas used by it 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.

g. 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 submit a bid for reseeding services for the affected area subject to the terms described in Provision 8 herein. If Owner is awarded the reseeding services through the Request for Proposal and bid-process described in Provision 8 in exchange for payment, 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 submit bid for reseeding work for the affected area subject to the terms described in Provision 8 herein. If Owner is awarded the reseeding services through the Request for Proposal and bid-process described in Provision 8 in exchange for payment, 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.

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,

[REDACTED]

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. Access to the Lands shall be from the private section of Weld County Road 59 as set forth on Exhibit C. Access from Weld County Road 55 shall be for alternate usage only, and notification shall be made to Owner before any other access from Weld County Road 55.

b. Noble shall make a payment to Owner for maintenance of the private road owned by Owner (the "WMI Road") required by Noble's use of the WMI Road as set forth on Exhibit C. 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.

c. Access roads or portions of access roads constructed by Noble ("Access Roads") shall be generally fifteen feet (15') or more in width, and Noble shall install and maintain such roads or portions of roads to those state and local regulations and 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 and Owner shall post and enforce twenty (20) miles per hour speed limit signs on such Access Roads. Noble shall promptly provide Owner with 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.

d. 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.

e. 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.

f. 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 Access 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 other areas used by Noble and to maintain proper grazing practices of the adjoining range. Noble shall promptly restore all fences, gates and cattle guards which may be damaged to as good a condition as such fences were prior to such damage by Noble's Operations.

g. Noble shall minimize surface damage to roadways and access points utilized by Noble. 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.

h. 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.

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.

a. Flowlines shall mean those segments of pipe from the wellhead(s) downstream through the production facilities ending at oil/gas/water separating or metering equipment, oil loading points and/or metering equipment or LACT units, water loading points and/or metering equipment or the point of discharge to a storage vessel or Pipeline.

b. Pipelines shall mean a pipeline and equipment including valves, metering equipment, communication equipment, cathodic protection, launchers, receivers and appurtenances above and below ground that transports gas, oil and liquids from a

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Exhibit B

PIPELINE EASEMENT

Noble Energy, Inc.


For and in consideration of the sum of Ten Dollars & No/100 (\$10.00) and other good and valuable consideration payable upon the schedule set forth in that separate letter agreement ("Letter Agreement") between the parties entered of even date herewith affecting the same Lands, the receipt and sufficiency of which are hereby acknowledged, **Waste Management of Colorado, Inc.**, a Colorado corporation, with an address of **720 East Butterfield Road, Lombard, Illinois 60148**, owner of the real estate described in this Pipeline Easement, ("**Grantor**") does hereby grant, bargain, warrant, sell, assign and convey to **Noble Energy, Inc.**, a Delaware corporation, with offices at **1625 Broadway, Suite 2200 Denver, Colorado 80202** ("**Grantee**"), a perpetual, underground, non-exclusive right-of-way and easement (the "**Easement**") for the sole purpose to occasionally survey, mark, install, lay, construct, operate, protect, inspect, test, maintain, modify, upgrade, replace with the same or different size pipe or equipment, relocate, repair, environmentally remediate, replace, substitute, renew, and reconstruct up to _____ () pipelines, together with all equipment, facilities and appurtenances thereto as may be necessary or convenient therefor, including, but not limited to temporary above-ground pipelines for the transportation of water, cathodic protection equipment, valves, meters, and traps (collectively, the "**Pipelines**") under and through the land more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "**Easement Area**") within a route that is _____ feet () in width, for the underground transportation of crude oil, natural gas, petroleum products, natural gas liquids, water, and any other gaseous or liquid substances (whether or not hydrocarbons) that can be transported by pipeline. The Easement Area is located on Grantor's land in the County of Weld, State of Colorado, as follows:

Insert Legal Description Here

the "**Lands**"). The rights and privileges of Grantee hereunder are non-exclusive, except as provided herein, as to the subsurface of the land; provided, this does not constitute a conveyance, transfer, assignment or waiver of any of the oil, gas or other minerals appurtenant to the Lands covered by this Easement or any rights, title and interests appurtenant to the Easement Area and the Lands, all of which are reserved to and retained by Grantor.

TO HAVE AND TO HOLD the above-described Easement Area unto Grantee, its successors and assigns, all upon and subject to the following conditions, covenants and agreements:

1. **LIMITATIONS.** Grantee shall have only such rights and benefits as are necessary or advisable for the enjoyment or use of the rights herein granted, together with the right as




may be limited herein of ingress and egress over, across, and through roads upon said Lands and said Easement Area, which Grantor shall designate for Grantee's access to the Easement Area. In order to install, operate, maintain, remove, and/or repair its Pipelines, Grantee may also use as temporary working space up to a total of _____ feet (_____) in width ("**Temporary Construction Area**") as depicted on **Exhibit "A"**), inclusive of the Easement Area, through said Lands to effect such installation, maintenance, removal and or repair. Grantee shall notify Grantor before entry upon the land for construction or other comparable operations; provided, however, except in emergencies involving potential loss of life or damage or destruction to property or when Grantor cannot reasonably be located. Grantee shall have the right from time to time to cut, mow or otherwise remove all other trees, undergrowth, overhanging vegetation, and other obstructions from the Easement or the Temporary Construction Area, that, in Grantee's judgment, may injure, endanger, or interfere with the exercise by Grantee of the rights, privileges and easement herein granted.

2. **DAMAGES.** Grantee shall pay to Grantor and to Grantor on behalf of any tenant, as their interest may be, any and all damages to livestock, wildlife, crops, timber, fences, drain tile, or other improvements that may directly arise from Grantee's activities on the Easement Area. After construction activity, Grantee shall maintain all improvements in the Easement in good and safe condition and repair, make all repairs and replacements necessary to maintain such condition, and shall pay all costs and expenses incurred in constructing, maintaining and repairing all improvements in the Easement Area, except to the extent any such repairs and replacements are made necessary by Grantor's use of the Easement Area or caused by the Grantor, its employees, tenants, agents, contractors, or subcontractors, in which event Grantor shall pay such costs and expenses. After the Pipelines have been constructed and installed on the Easement Area, Grantee shall not be liable for damages to any structure or improvements subsequently constructed or located on, across or under the Easement Area contrary to the provisions of this Easement. Any payment due hereunder for damages shall be made to the said Grantor at Waste Management of Colorado, Inc. Attn: Vice President of Real Estate, 720 East Butterfield Road, 4th Floor, Lombard, IL 60148.

3. **GRANTOR'S RIGHTS.** Grantor shall retain and reserves to itself and its tenants the exclusive right to use and enjoy the surface of the lands covered by this Easement; provided, Grantor shall not interfere with or impair, or permit others to interfere with or impair in any way, the exercise of the rights and privileges herein granted to Grantee nor construct any building, structure, reservoir, pond, fence or other improvement or make any excavation or place any obstruction or plant any tree or shrub on, across, over, or through the Easement Area or change the grade over the Pipelines which interferes with Grantee's use of the Easement Area, without the prior written consent of Grantee, which shall not be unreasonably withheld.

4. **PIPELINES.** Grantee, including its successors and assigns (whether to the whole or in part), shall have the right (and the consideration paid to Grantor on execution hereof expressly includes such right), from time to time, to install within the boundaries of the Easement hereby granted up to _____ (_____) pipelines and to alter, replace, upgrade or modify, as Grantee shall determine ("**Pipelines**"). Consideration for the Pipelines will be paid at execution of this



Easement at the values shown in that certain Letter Agreement. After the installation of each of the Pipelines and Additional Pipelines constructed within the Easement Area has been completed, Grantee shall furnish Grantor with "as-built" survey drawings of each of said pipelines and/or all related facilities under, upon, over and through Grantor's property which shall be updates of the original **Exhibit "A"** and any prior updates to **Exhibit "A"**. Said updates to **Exhibit "A"** shall be filed of record as **Exhibit "A"** to this Easement and made a part hereof. However, for the purpose of recordation, Grantee shall file this Easement of record without as-built drawings being depicted on said **Exhibit "A"**, and subsequently, after construction and verification by survey, this Easement shall be re-recorded to include each updated, as-built **Exhibit "A"**.


5. **REHABILITATION.** Grantee shall rehabilitate all disturbed lands in the Easement Area pursuant to applicable laws, rules and regulations. Grantee shall, at its sole cost and expense during the term of the Easement use reasonable measures to keep such affected lands as free of all undesirable plant species designated to be noxious weeds as practicable. Weed control measures shall be conducted in compliance with the Colorado Noxious Weed Act, C.R.S. §35-5.5-115 and the current rules pertaining to the administration and enforcement of the Colorado Noxious Weed Act. Any pipelines and appurtenances to be constructed underground pursuant to this Agreement shall be placed at a depth of not less than forty-eight (48) inches below the surface of the ground. If Grantee does not remove such pipelines and facilities upon abandonment or termination of this Easement, Grantor may remove such pipelines and facilities at its sole cost and risk. All surfaces, elevations, grades and contours shall be re-established by Grantee immediately upon completion of installation.

6. **TITLE.** Grantor hereby warrants and agrees to defend title to the land on which this Easement is given against any and all claims arising by, through or from Grantor. In the event of default by Grantor on any mortgage, tax or other lien that has priority over the Easement Area, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, on behalf of Grantor, and thereupon shall be subrogated to such lien and rights incident thereto after written notice to Grantor of Grantee's intent to do so.

7. **TENANTS.** In the event that the Easement Area is subject to a lease to any tenant for farming, ranching or any other purposes, Grantor shall be solely responsible for making settlement with any such tenant or lessee for any share of the compensation paid for the granting of this Easement or for any share of the damages that Grantee is otherwise required hereunder to pay to the end that Grantee shall never be required to deal with or pay compensation to any such lessee or tenant, and Grantee may deal exclusively with Grantor.

8. **NON-EXCLUSIVE.**

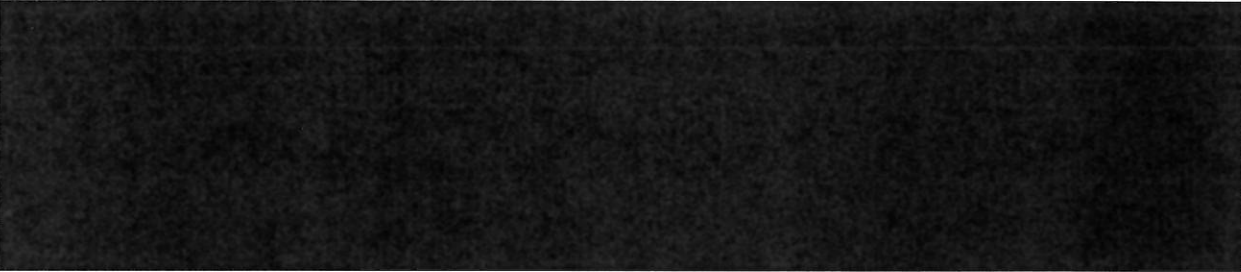
a. Grantor reserves the right to construct and install utility lines and roadways within the Easement Area. Utility lines shall be located in relation to the pipeline at a depth and spacing determined by applicable laws and regulations and industry safety standards.




b. Grantor shall have the right to cross the Easement Area 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. Grantor 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 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. Grantor agrees that, and will notify each utility company that, except in cases of emergency, Grantee must be contacted at least five (5) business days prior to commencement of any trenching or digging activities within ten feet (10') of Pipeline(s) as depicted on the as-built survey to be provided by Grantee.

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

d. If Grantor's development plans anticipate that roadways will or may in the future cross over existing pipelines, Grantee will pothole the existing and future pipelines to check the depth of such pipelines. Prior to Grantor's installation of a new roadway, Grantee will lower, as required, the affected pipelines to sufficient depth for the road elevations. Grantor agrees to pay Grantee the reasonable cost of potholing, 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 Grantor's planned surface elevation subsequent to land balancing.



10. **ABANDONMENT.** This Easement is for the limited purpose of installing and operating pipeline(s) in the Easement Area. In the event Grantee ceases use of the pipeline evidenced by three hundred sixty-five (365) continuous days of non-use, Grantee's right hereunder shall cease and terminate, and Grantee shall forfeit its rights to utilize the Easement due to abandonment. Grantee shall cooperate with Grantor by executing appropriate acknowledgment of



production facility (ordinarily commencing downstream of the final production equipment) to a transmission line, main, or a central processing or gathering facility.

c. Noble may install and operate pipelines as required to reach the Operations Areas where shown on Exhibit A and in accordance with the terms provided in the Pipeline Easement and the Letter Agreement. 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 "Easement Areas" outside the Operations Areas shall be non-exclusive and may be used by Owner and its successors, grantees, lessees and assigns so long as such use does not interfere with the Operations.

d. Subject to the limitations in the Agreement, Noble has a continuing right and entitlement to own, operate, maintain, repair and replace the 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.


e. Easement Areas 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.

f. 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.

g. 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.

h. 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.

i. Pipeline easements shall be one hundred fifty feet (150') in width during construction activities ("Temporary Easement") and one hundred feet (100') in width for all operations, maintenance and transportation activities ("Permanent Easement"). All pipelines shall be installed within five feet (5') from the edge of the one hundred foot (100') easement.




j. Flowline easements shall be thirty feet (30') in width for all operations. All flowlines shall be installed within five feet (5') from the edge of the thirty foot (30') easement.

k. 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 Easement Areas as depicted on the as-built survey to be provided by Noble.

l. Owner will provide Noble with at least seven (7) days' advance written notice before paving current and future routes where intrusion upon flowlines and Easement Areas 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 for new flowlines and pipelines, such costs and expenses for the boring to be paid by Owner.

m. 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.

n. 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.




o. Reclamation and abandonment of flowlines and pipelines shall be in accordance with federal, state and local requirements. Noble will comply with all COGCC rules and regulations for any reclamation or remediation required on the Lands.

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

q. 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. Provision of Services. Owner may, but is not obligated to, permit and construct facilities on the Lands that will be capable of, among other things, accepting for disposal certain of the waste materials resulting from hydrocarbon development and the production of aggregate and related products, only insofar as they pertain to production from the Lands (the "Disposal Services"). Owner may, but is not obligated to, permit and construct facilities on the Lands that will be capable of, among other things, providing other services and products identified on Exhibit D (the "Other Services and Products"). To the extent such facilities are completed on the Lands and as a result Owner is capable of offering Disposal Services or any Other Services and Products customarily used by Noble in its hydrocarbon development work, Owner will submit to Noble in writing rates for such Disposal Services or Other Services and Products on a bi-annual basis. Additionally, Noble shall notify through a Request For Proposal ("RFP") from Owner, by either email notice or by written notice, before Noble may need such work pertaining to bid-required Other Services and Products. After such notice is given, Noble permits Owner to submit to Noble in writing an offer to match or better any bona fide offers for such Other Services and Products provided to Noble by unaffiliated third persons offering substantially similar services and products, and if Owner matches or betters such bona fide pricing, Noble shall use its commercially reasonable efforts to engage Owner to provide such Other Services and Products on a case-by-case basis, and subject to the terms of Noble's standard Domestic Master Agreement for Goods and Services ("MSA") for service; provided, however that Noble shall have no obligation to engage Owner to the extent Owner is unable or unqualified to provide such Other Services and Products, as determined by Noble in its reasonable discretion. In order to be eligible for Noble's consideration to perform Other Services and Products, Owner must maintain a "B-rating" in Noble's ISNetwork System. Noble reserves the right to suspend or terminate any of the Disposal Services or Other Services and Products pursuant to the process set forth in the MSA if Noble in its sole discretion determines (i) that Owner is unable to perform such Disposal Services or Other Services and Products in a good and workmanlike manner, or (ii) that Owner's performance of



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

[REDACTED]

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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[REDACTED]

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.

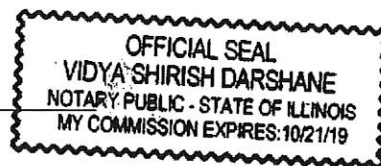
By: Joseph H. Lorenzo *SE RA*
Name: Joseph H. Lorenzo
Title: Attorney-In-Fact

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

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

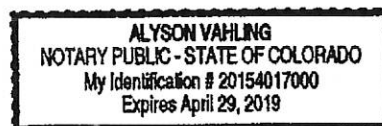


Exhibit A

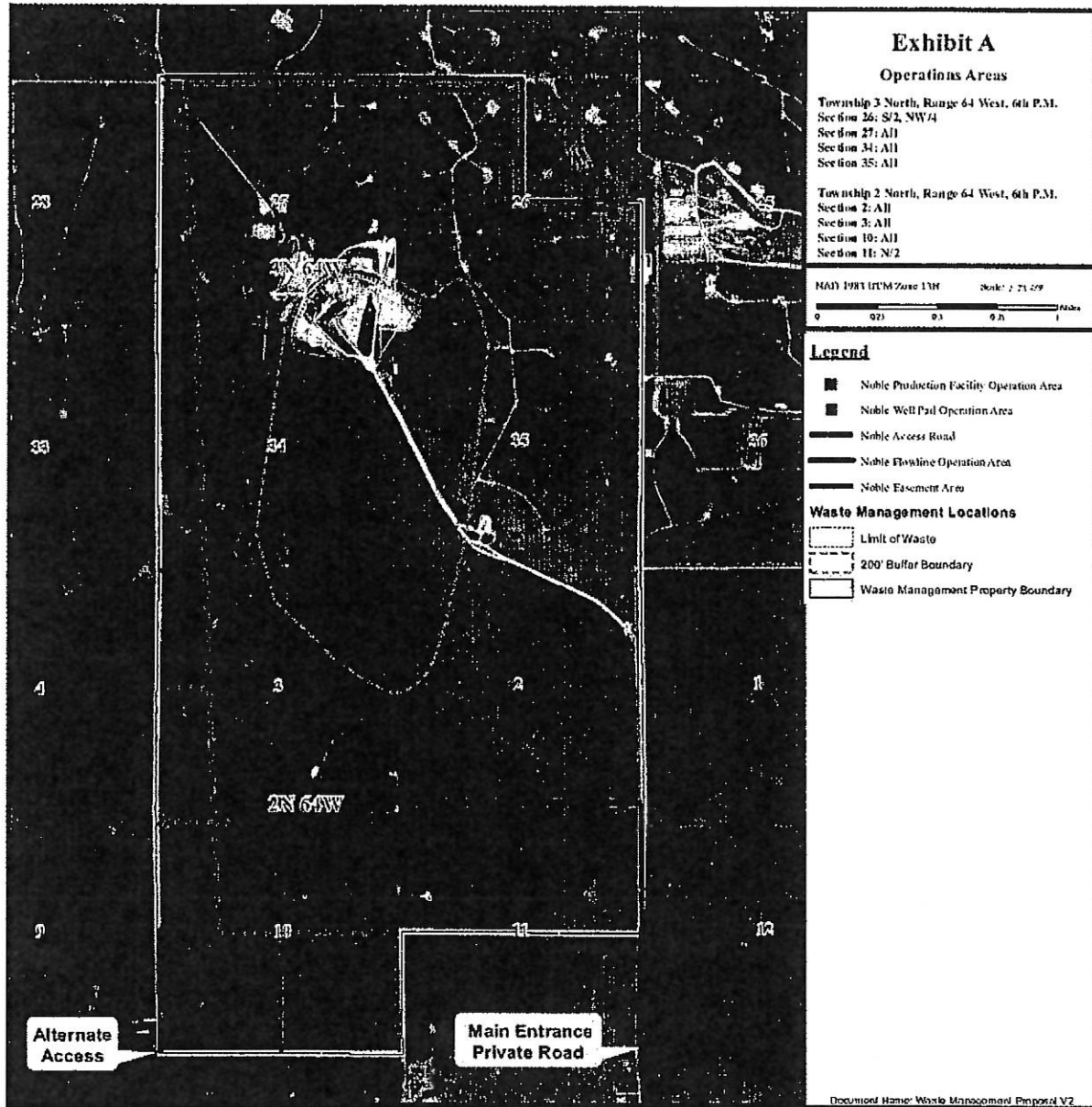
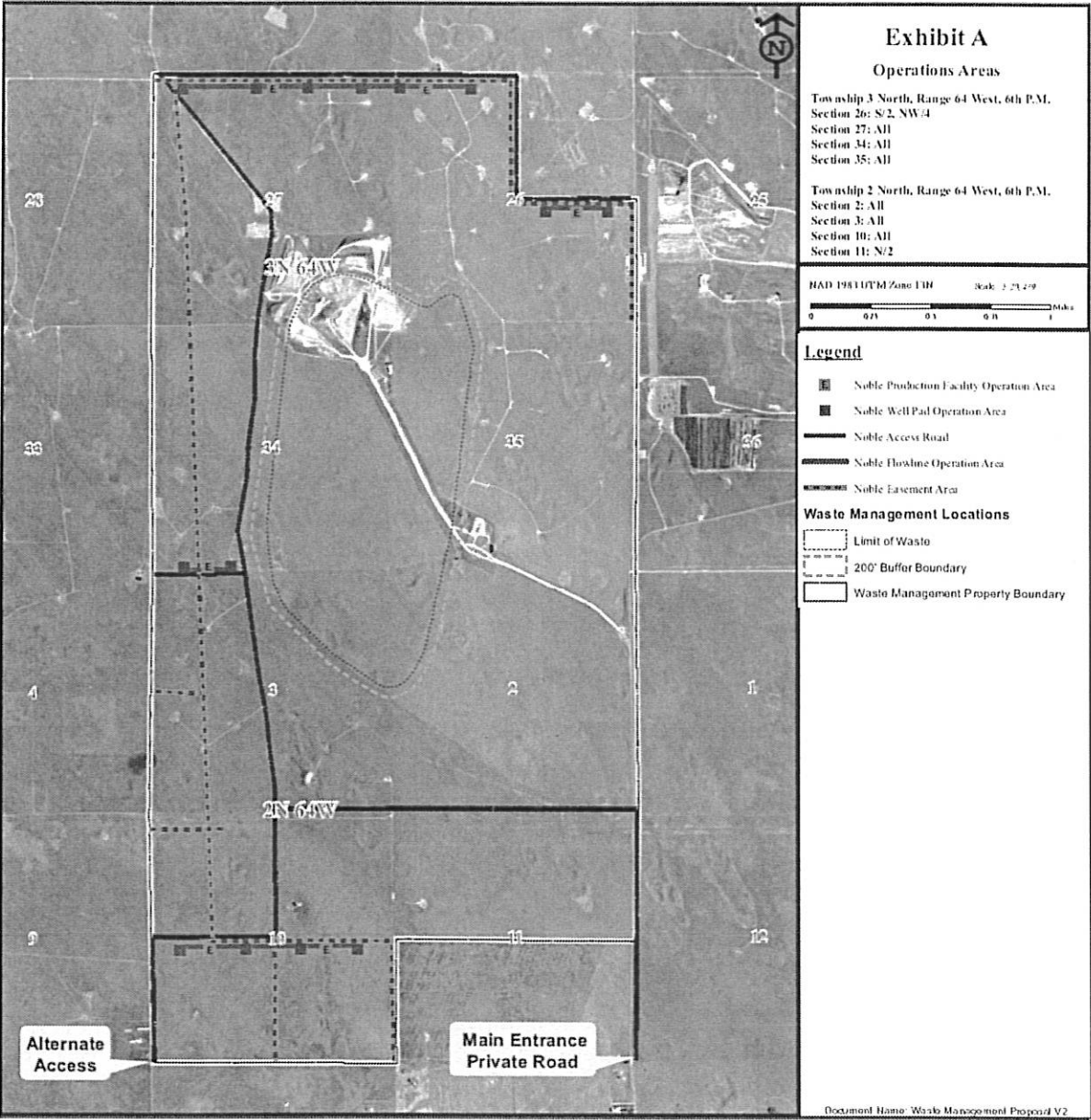



Exhibit A






abandonment and quitclaim deed(s) and release(s) of the Easement to Grantor. Grantee shall not be relieved of any of its obligations hereunder by virtue of abandonment or termination, and all of Grantee's obligations shall survive any termination or abandonment. Grantee shall rehabilitate the Lands to the specifications for rehabilitation as provided by law.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Grantee shall indemnify and hold Grantor, its invitees, agents, tenants, contractors, subcontractors or persons entering upon the Lands at Grantor's request, and employees (the "**Indemnitees**"), harmless from and against any and all liabilities, fines, claims, injuries, damages, actions, proceedings, judgments, environmental claims and damages, rehabilitation costs, costs and expenses of any kind or nature whatsoever, including reasonable attorney's fees, expert's fees and court costs, sustained by the Indemnitees due to or arising from any act, event, or omission of Grantee or its invitees in connection with the use of the Easement Area, except to the extent the claims and damages are caused by Grantor or the Indemnitees. This provision shall survive abandonment or termination of this Easement.

12. **ROAD ACCESS.** During the construction of the Pipelines, Grantee shall have the right of ingress and egress directly from private and public roads. To the extent caused by Grantee, Grantee shall repair said roads and prevent all erosion to said roads during construction and periods of repair to the Pipeline. In the event of a temporary above-ground temporary water line road crossings, Grantee shall cover the pipeline with road base in order not to impede traffic flow.

13. **TAXES.** Grantee shall pay all taxes which may be levied or assessed on the improvements, installation, use and operation of the Pipeline, and Grantee further agrees to promptly reimburse Grantor for the amount of taxes which may be assessed against Grantor by reason of Grantee having installed its piping and related equipment upon the real estate of Grantor covered by this Easement.

14. **ARBITRATION.** Any action, dispute, claim or controversy between the Parties, whether sounding in contract, tort or otherwise (the "**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 the 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 Paragraph 14 shall survive any termination, amendment or expiration of this License, unless the Parties otherwise expressly agree in writing. The cost of the arbitration shall be borne 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.

15. **GOVERNING LAW.** This Easement is to be construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law principles that impose or attempt to impose the law(s) of any other jurisdiction.


16. **BENEFITS RUN WITH THE LAND.** The terms and provisions of this Easement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the respective successors, assigns, personal representatives and heirs of the parties hereto. In the event of an assignment by Grantee of any of the rights granted hereunder if approved by Grantor, Grantee shall be relieved of so much of its obligations hereunder as pertains to the rights assigned, and such obligations shall become the obligations of the assignee. Grantee may freely assign this Easement to an affiliated company of Grantee. Each Party will provide notice of any assignment of this Agreement to the other Party.

17. **COUNTERPART EXECUTIONS.** This Easement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

18. **SURVIVAL.** The obligations of the parties shall survive any termination, expiration or abandonment of the right to use the Easement Area herein provided, expressly including the obligations of Grantee to repair and maintain said Easement, roads, and all indemnification obligations.

19. **INTERPRETATION.** In construing this Easement, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Easement than the other party, it being agreed that the parties have had an opportunity to participate jointly and fully in the preparation of this Easement. The headings, sub-headings and other subdivisions of this Easement are inserted for convenience only.

20. **RECITALS AND EXHIBITS INCORPORATED.** All recitals and exhibits referenced in this Easement are incorporated herein by this reference.



21. **AUTHORITY**. Each of the undersigned representatives of the parties represents and warrants that such person has the requisite corporate or legal authority to execute and deliver this Easement.

22. **NOTICES**. All notices to either party shall be in writing addressed to the parties at the following addresses:

Grantee: Noble Energy, Inc.
Person to Contact: DJ Basin Land Manager
Address: 1625 Broadway, Suite 2200
Denver, CO 80202
Phone Number: (303) 228-4000

Grantor: Waste Management of Colorado, Inc.
Person to Contact: Jason T. Chan
Address: Buffalo Ridge Landfill
11655 CR 59
Keenesburg, CO 80643
Phone Number: (970) 732-0218
Fax: (970) 732-0219
E-mail Address: JChan2@wm.com

With a simultaneous copy to:

James T. Morgan
Waste Management, Inc.
Real Estate Department
720 East Butterfield Road, 4th Floor
Lombard, IL 60148
E-mail Address: 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.

23. **COOPERATION OF THE PARTIES**. Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder.

24. **RECORDATION**. Either party may record this Easement in the county records of the Offices of the Weld County, Colorado Clerk and Recorder's office.



EXECUTED and made effective this ____ day of _____, 2015.

GRANTOR:

WASTE MANAGEMENT OF COLORADO, INC.,
a Colorado corporation

By: _____

Name:

Title:

GRANTEE:

NOBLE ENERGY, INC.,
a Delaware corporation

By: _____

Name: Joseph H. Lorenzo

Title: Attorney-in-Fact



STATE OF ILLINOIS)
COUNTY OF COOK) ss.

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 _____ day of _____, 2015, by Joseph H. Lorenzo, as Attorney-in-Fact for NOBLE ENERGY, INC.

Witness my hand and official seal.

My commission expires: _____.

Notary Public



Exhibit "A"
(to Pipeline Easement)



Exhibit C

Road Maintenance Fee

Subject to the conditions and terms of this Agreement, Owner hereby grants unto Noble, its successors and assigns, a nonexclusive easement to travel over and across the paved portion of private access road, the WMI Road (described in Provision 6 and on Exhibit A) for access to the Wells, Pipelines and Operations Areas for the duration of the Operations described herein.


 represents a one-time payment paid by Noble upon commencement of well and facility Operations, pipeline operations excluded, for road maintenance related to anticipated ordinary wear and tear from Noble traffic over the WMI Road described in Provision 6 and on Exhibit A for the duration of the Operations described in this Agreement. This payment shall represent full settlement and satisfaction of all damages growing out of, incident to, or in connection with usual and customary wear and tear from the Operations.



Exhibit D

*Pricing provided in Waste Management Price Sheet

New Construction

- General Trash - Containers, Transportation and Disposal
- Recycling - Containers, Transportation, Disposal (Wood pallets, buckets, drums, totes, plastics, cardboard/paper, metal etc.)
- Hydrovac Excavation
- Trenching and Silt Fence
- Supply Roadbase and Clean Dirt Material
- Hauling/Trucking Construction Material
- Reseeding

Drilling

- Rig and Equipment Wash Downs and Cleaning
- Cellar Clean Outs
- General Rig Trash - Containers, Transportation, Disposal, Recycling
- Fluid Hauling (drilling mud and processed water)
- General Hydrovac work

Drilling material disposal and transportation

- Solids, Liquids, Sludge Transportation and Disposal
- Wet Cuttings Transport

Completions

- Portable Tank Clean Outs
- General Vacuum Services (70 bbl, 130 bbl)
- Winch Truck Services to haul frac tanks
- Transport Completion/Flowback water

Maintenance

- Road Maintenance
- Snow Removal
- Hydrovac Excavation
- Tank and Separator Clean Outs
- Trenching and Silt Fence
- Vacuum Services/Liquids Transfers
- Temporary roll away frac tanks
- Weed Control