4316807 07/10/2017 02:33 PM
Total Pages: 15 Rec Fee: $83.00
Carly Koppes - Clerk and Recorder, Weld County, CO

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 29 day of June, 2017, ("Effective Date") is made by and between Arnold G. Fiscus, Bernice G. Fiscus and Bonnie G. Kirschbaum Revocable Trust, whose address, for purposes of this Agreement, is 1102 South 11th Ave. Sterling, CO 80751 ("Owner"), and NOBLE ENERGY, INC., a Delaware corporation, the address of which, for purposes of this Agreement, is 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Noble"). Owner and Noble are each a "Party" and collectively are the "Parties."

RECITALS

A. Owner represents that it owns the surface estate for the following described lands in Weld County, Colorado, said lands herein referred to as the "Property":

Township 9 North, Range 58 West, 6th P.M.
Section 15: NE/4NW/4, NE/4SE/4

B. Noble desires to use the Property, and Owner and Noble desire to address the terms and conditions of such use in connection with Noble's development of oil and gas prospects from the mineral leasehold estate, some or all of which is now owned by Noble. Owner recognizes that Noble's conducting oil and gas operations on the Property includes but is not limited to the following: permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, water recycling, exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, wellbore integrity monitoring and mitigation measures, plugging and abandoning of wells, together with accessing, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities including gathering, storage, and processing facilities, as well as associated flowlines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to vertical, directional, horizontal or lateral wellbores ("Operations").

C. Owner and Noble desire to mitigate any surface damage to the Property and to set forth their agreements with respect to future Operations on the Property, to accommodate Operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Party's respective rights in and to the Property.

D. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Property by Owner and Operations conducted by Noble.

RECORDED ELECTRONICALLY
ID 4316907 County WELD
Date 7/10/17 Time 2:33 pm
simplifile www.simplifile.com 800.460.5657

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 29 day of June, 2017, ("Effective Date") is made by and between Arnold G. Fiscus, Bernice G. Fiscus and Bonnie G. Kirschbaum Revocable Trust, whose address, for purposes of this Agreement, is 1102 South 11th Ave. Sterling, CO 80751 ("Owner"), and NOBLE ENERGY, INC., a Delaware corporation, the address of which, for purposes of this Agreement, is 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Noble"). Owner and Noble are each a "Party" and collectively are the "Parties."

RECITALS

A. Owner represents that it owns the surface estate for the following described lands in Weld County, Colorado, said lands herein referred to as the "Property":

Township 9 North, Range 58 West, 6th P.M.
Section 15: NE/4NW/4, NE/4SE/4

B. Noble desires to use the Property, and Owner and Noble desire to address the terms and conditions of such use in connection with Noble's development of oil and gas prospects from the mineral leasehold estate, some or all of which is now owned by Noble. Owner recognizes that Noble's conducting oil and gas operations on the Property includes but is not limited to the following: permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, water recycling, exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, wellbore integrity monitoring and mitigation measures, plugging and abandoning of wells, together with accessing, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities including gathering, storage, and processing facilities, as well as associated flowlines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to vertical, directional, horizontal or lateral wellbores ("Operations").

C. Owner and Noble desire to mitigate any surface damage to the Property and to set forth their agreements with respect to future Operations on the Property, to accommodate Operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Party's respective rights in and to the Property.

D. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Property by Owner and Operations conducted by Noble.

E. The Parties intend that, for purposes of this Agreement, references to Noble and Owner include their respective assigns and successors, even if assigns and successors are not specifically referenced.

F. This Agreement is subject to any existing rights of Noble in or to the Property pursuant to any mineral lease, mineral deed or similar instrument granting rights to develop the mineral estate.

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:

Section 1. Term of Agreement. Each of the Parties covenants and agrees that it shall strictly observe the terms and conditions regarding surface occupancy set forth in this Agreement. This Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall continue in full force and effect until the later to occur of (i) permanent cessation of Operations being conducted on the Property, or (ii) the date that is five (5) years from the Effective Date (or ten (10) years from the Effective Date if the Renewal Term is exercised by Noble as indicated below) (the "Term"), and in either event, Noble has plugged and abandoned all wells owned or operated by Noble and has complied with all requirements of all applicable oil and gas leases and applicable laws, rules and regulations pertaining to removal of equipment, reclamation, and clean-up. In the event that Noble has not commenced Operations during the initial five (5) year period from the Effective Date, the Term may be extended by Noble for an additional period of five (5) years (the "Renewal Term") upon Noble providing at least thirty (30) days' advance written notice prior to the end of the five (5) year period from the Effective Date to Owner of Noble's election to extend such initial five (5) year period.

Section 2. Use of Property.

A. Owner shall set aside and provide to Noble, for Noble's exclusive use subject only to landscaping installed pursuant to Section 10(B) of this Agreement, that portion of the Property consisting of approximately Ten and Ninety-Six Tenths (10.96) acres as depicted on **Exhibit A** (the parcels on Exhibit A are collectively the "Exclusive Area," and each is an "Exclusive Area") and comprising of One (1) parcel as follows:

Parcel	**Acres**
LD15-09 Well Pad	10.96
Total	10.96

The parcels designated as "well pads" will be used for the drilling, completion and operation of the wells, but will not be used for the location of production facilities.

The Exclusive Area, as well as the Access Road Area and Pipeline Area depicted on Exhibit A (the "Access Road Area" and "Pipeline Area," respectively, and as further defined

Noble. Nothing contained in this section shall be construed as prohibiting conducted by
ercising any right it has to use the surface of the Property outside of the Noble from ex
hall be made available to Noble in their present condition for any Operations below) sh
d by Noble hereunder, Noble shall reasonably use the surface of the Property outside of the conducte
Exclusive Area, Access Road Area, and Pipeline Area pursuant to any mineral leases, mineral deed or similar instrument granting Noble the right to develop the mineral estate.

B. Noble is hereby granted an exclusive permanent easement, during the term of this Agreement, to drill wells on the Property, including horizontal and directional wells that produce from and drain all or portions of the Property 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. As part of the consideration for this Agreement, Owner hereby waives its right to, and covenants that Owner shall not protest or object to any such exception location or application for the same by Noble, provided that such exception location is otherwise consistent with this Agreement. The bottom hole locations for each of the future wells will be determined by Noble in the ordinary course of Noble's economic, engineering and geologic evaluations of potential oil and gas well drill sites. Exhibit A represents lands for potential future Operations, but Noble makes no commitment to drill any well on these lands.

C. Noble is hereby granted a subsurface easement, during the term of this Agreement, for passage of any portion of any well bore for any of the future wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the well bore and all structures appurtenant thereto.

Section 3. Access Road Area. Owner shall provide Noble with continuous access to the Property, the Exclusive Area, and the Pipeline Area, over and across roadways now or hereafter located within the Property (the "Access Road Area"), as depicted as "Access Road Area" on Exhibit A. It is Noble's intent to confine the location of the Access Road Area to the corridors set forth in Exhibit A. Either Party, however, may propose relocation of an Access Road Area to a location other than the location indicated on Exhibit A, or Noble may propose an additional roadway outside of the Access Road Area. Such relocation or additional roadway shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Access Road Area shall bear all costs associated with the relocation.

Section 4. Flowlines, Gathering Lines and Other Pipelines. Noble has a continuing right and entitlement to install, own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines ("Pipeline Area") that may be necessary or convenient to its Operations on the Property, depicted as "Pipeline Area" on Exhibit A. Owner further agrees to execute a recordable Pipeline Right-of-Way Grant for all pipelines constructed in the Pipeline Area with Noble, its affiliates and its third party gatherers. It is Noble's intent to confine the location of such Pipeline Area to what is set forth in Exhibit A. Either Party, however, may propose relocation of a Pipeline Area (including existing

pipelines within the Pipeline Area) to a location other than the location indicated on Exhibit A, or Noble may propose an additional pipeline right of way outside of the Pipeline Area. Such relocation or additional pipeline right of way shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Pipeline Area shall bear all costs associated with the relocation. Within a reasonable time after the completion of a pipeline not otherwise depicted on Exhibit A, Noble shall provide an as-built survey of the pipeline to Owner, which shall be used as an exhibit to the recordable Pipeline Right-of-Way Grant described above.

Section 5. Consultation with Owner. In the event Noble intends to conduct any Operations outside of the Exclusive Area, Access Road Area, or Pipeline Area, Noble shall provide Owner with thirty (30) days' notice and following the receipt of such notice, at the request of Owner, Noble's representative shall meet and consult with the Owner (or Owner's representative), on the site, as to the exact location of the Property it intends to use. Noble and Owner shall determine mutually acceptable consideration for performing Operations outside of the Exclusive Area, Pipeline Area, and Access Road Area.

Section 6. Consents and Waivers.

A. Consistent with Paragraph 2.A., throughout the term of this Agreement and for the consideration described herein, Noble is hereby expressly granted consent to locate any number of wells within the Exclusive Area, and for each well Noble proposes within the Exclusive Area, Owner shall fully support Noble's efforts to permit such wells including granting consent to locate any well greater than fifty (50) feet from an existing well pursuant to COGCC Rule 318A.(c) and granting consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a).

B. Owner will not locate any lot line, building, or structure within the Exclusive Area, or within any setback area required under the COGCC rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines. 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, provided that in no event shall such waiver be construed as permitting any Operation or location of any structure, improvement or equipment by Noble outside the Exclusive Area, Access Road Area, or Pipeline Area. Noble or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner agrees not to object to Noble's use of the surface in the Exclusive Area, Access Road Area or Pipeline Area so long as such use is consistent with this Agreement. Owner will provide Noble or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state or local jurisdiction.

Section 7. Surface Damages.

A. Subject to the terms and conditions of this Agreement, Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, related to Noble's Operations located on the Property within the Exclusive Area, Access Road Area or Pipeline Area and also including, but not limited to, any roadway, flowline, or pipeline constructed pursuant to this Agreement. Noble may provide a copy of this Agreement to the COGCC as evidence of this waiver.

B. Noble shall pay Owner a sum, as set forth in that certain agreement between Noble and Owner acknowledged and agreed dated, June 29, 2017 ("Letter Agreement") entered into between Owner and Noble, as full settlement and satisfaction of all damages growing out of, incident to, or in connection with usual and customary Operations located on the Property.

Section 8. Other Damages.

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

B. Owner agrees to notify any surface tenant that may be affected by Operations on the Property 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 Noble against any claim brought by any surface tenant on the Property for damages directly caused by the Operations.

Section 9. Environmental Indemnity.

A. Noble shall protect, indemnify, and hold harmless Owner, and any subsequent owner of the Property from any Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise solely out Operations located on the Property; provided, however, Noble will not protect, indemnify, and hold harmless Owner, and any subsequent owner of the Property from any Environmental Claim arising out of a pre-existing condition which existed on the Property at the time Noble executed this Agreement. Owner shall fully protect, defend, indemnify and hold harmless Noble, along with any of Noble's successors or assigns, from any and all Environmental Claims relating to the Property that arise out of Owner's use of the Property.

B. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from Operations on or ownership of the Property or ownership of the oil and gas leasehold

interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including, but not limited to, any Claims arising from Environmental Laws. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

C. "Claim" shall mean any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims.

D. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order (whether currently existing or hereafter adopted) of any federal, state or local governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901, *et seq.*), the Clean Water Act (33 U.S.C. §§ 466, *et seq.*), the Safe Drinking Water Act (14 U.S.C. § 1401, *et seq.*), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), and the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*).

E. Owner represents that Owner has no actual or constructive knowledge of any material latent condition or defect on the Property that would subject Noble to an Environmental Claim.

Section 10. Operational Restrictions.

A. Noble shall use the Property only for Operations and the placements of wellheads, separators, dehydrators, compressors, normal well site storage tanks, temporary or permanent structures, buildings for maintenance, office, security, and storage purposes, equipment and related facilities. Noble shall not store any item unrelated to Operations without the prior written consent of Owner.

B. Noble shall consult with Owner concerning mitigating the visual impacts of Noble's facilities. Owner, at its own risk and expense, shall have the right to install landscaping and other improvements outside the Exclusive Area for the purpose of buffering or isolating the Exclusive Area from the Property or the remainder of Owner's adjacent lands, provided that Owner shall not unreasonably inhibit Noble's access to the Exclusive Area or unreasonably inhibit Noble's Operations within the Exclusive Area by such landscaping or other improvements. Owner shall be responsible for the maintenance of all landscaping installed pursuant to this Section 10(B).

Section 11. Compliance with Applicable Laws. Owner and Noble shall each, at all times, conduct their respective operations on or about the Property in compliance with the requirements of any applicable laws, rules, regulations, and requirements imposed by

any governmental agency, including, without limitation, the COGCC. Owner hereby waives any private right of action against Noble for any noncompliance.

Section 12. Insurance. Before and during Operations on the Property, Noble shall at all times maintain appropriate insurance, including, without limitation, workers compensation insurance, in compliance with Colorado law for its employees or contractors involved in the conduct of Operations on any portion of the Property and general public liability insurance in such amounts as are customarily maintained for Operations similar to those conducted by Noble.

Section 13. Land Development. Owner acknowledges that it is the intent of Noble to conduct future Operations on the Property 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.

Section 14. Governing Law, Jurisdiction, and Venue. It is expressly understood and agreed by and between the Parties that this Agreement shall be governed by and its connection with this Agreement shall be in District Court, in the County of Weld, State of Colorado. In any civil litigation arising out of this Agreement, trial shall be to the Court and each Party waives all rights to trial by jury. Each Party acknowledges and represents

Section 15. Force Majeure. In the event that Owner or Noble shall be delayed in, hindered in, or prevented from the performance of, any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, restrictive governmental laws or regulations, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. To the extent a moratorium or restrictive governmental law or regulation prevents Noble from performing Operations the Term, as set forth in Section 1 of this Agreement, shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place.

Section 16. Assignment. This Agreement shall be assignable, in whole or in part, by either Party, subject to the following:

A. Noble may assign its interest in the Oil and Gas Lease(s) covering the Property only following written disclosure to the assignee of the existence of this Agreement, and such assignment shall be expressly subject to all terms and conditions of this Agreement, and the assumption by assignee of all obligations of Noble under this

executed in counterparts. All notices to either Party shall be in writing addressed to the Parties as set forth above.

Section 20. Binding Effect. When Noble is used in this Agreement, it shall also mean 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, personal representatives, successors, administrators, and assigns of the Parties, and may be executed in counterparts. The provisions of this Agreement shall constitute covenants running with the Property for so long as this Agreement (and any modifications thereof) remains in force and effect. Noble shall have the right to record this Agreement in the real property records of the Clerk and Recorder's Office of Weld County, State of Colorado.

Section 21. Interest in Real Property.

A. The Parties intend that this Agreement creates, and this Agreement does create, a valid, present interest in the Property in favor of Noble. The covenants, rights and obligations contained in and granted by this Agreement are made for the direct benefit of the Property and shall run with and against the Property 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 Property or any part of it, any compensation due under this Agreement related to that part of the Property transferred, shall be paid to the successor in title to the Property or, as applicable, to that part of the Property.

B. Neither this Agreement nor the Property shall be separately assigned, conveyed, sold, or otherwise transferred by Owner subject to any reservation of revenues, rights, or royalties related to this Agreement by way of deed, deed restriction, or other document or instrument. Nothing in this Agreement shall be deemed to limit Owner's right to convey, sell, or otherwise transfer all or any part of the Property; provided that any such transfer shall be subject to the conditions and terms of this Agreement.

C. Owner and/or a party acquiring some or all of the Property from Owner shall, within thirty (30) days after a conveyance, sale, or other transfer of some or all of the Property, provide Noble a copy of the recorded vesting document related to the transfer, delivered in accordance with the notice provisions in Section 18. The failure to provide the required recorded vesting document shall not be a default under this Agreement; however, Noble shall have no obligations under this Agreement to any subsequent Owner unless and until Noble has received such document, and notwithstanding that Noble shall have no obligations under this Agreement to a subsequent Owner until Noble has received such document, the Property and the subsequent Owner shall remain bound by the conditions and terms of this Agreement.

Section 22. Lien Waiver. Owner waives any and all lien rights it may now or later have in equipment installed on the Property pursuant to Operations. Owner agrees to

keep the Property free and clear of liens (except for existing liens set forth on Schedule 1 to this Agreement) and shall immediately notify Noble if it becomes aware of any liens filed against the Property.

Section 23. Right to Cure. As of the Effective Date, there are no defaults with respect to any assessment(s), deed(s) of trust, mortgage(s), services, taxes, utilities or other interests related to the Property. Owner shall pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any: assessments, taxes or governmental charges of any kind that may at any time be lawfully assessed or levied against the Property; encumbrances; leases; mortgages; deeds of trust; other security interests; services; utilities; or other interests related to the Property and/or that may create an interest in the Property. Owner shall satisfy all non-monetary obligations of Owner associated with such matters, failing which Noble may (but shall have no obligation to) pay such amounts and/or perform such obligations. In order to enable any such potential payment or performance by Noble, Owner agrees to give Noble notice of any Owner default in connection with the payment or performance of Owner's obligations pursuant this Section 23. Noble shall when possible give Owner notice before paying such amounts or performing such obligations. In the case of such payment or performance by Noble, Owner shall, within sixty (60) days after notice from Noble, reimburse Noble for the amount of such payment and/or the cost of such performance, or, at Noble's option, Noble may offset the amounts paid or costs incurred against sums to be paid Owner under this Agreement.

Section 24. Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies Owner has at law or in equity, Owner shall not (and hereby waives the right to) start or pursue any action to cancel, reform, rescind, or terminate this Agreement. By this limitation, Owner does not limit or waive its right to pursue damages or performance (as may be due) from Noble.

Section 25. No Abandonment. No act or failure to act on the part of Noble shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Noble of an instrument specifically terminating this Agreement.

Section 26. No Partnership, Joint Venture. This Agreement does not create any agent-principal or principal-agent relationship, joint venture, partnership, or other similar relationship between the Parties, and neither Party shall have the power to bind the other except as expressly set forth in this Agreement.

Section 27. No Third-Party Beneficiaries, Brokers. Except as otherwise expressly set forth in this Agreement, the terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective assigns and successors, and the Parties do not intend to confer third-party beneficiary rights upon any other person. Except for counsel, Owner has had no consultations, dealings, or negotiations with any broker in connection with this Agreement. No commissions, finders' fees, or other charges are due any agent, broker, or other party in connection with the execution or negotiation of this Agreement or any development associated with this Agreement.

Section 28. Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 29. Waivers. No waiver of any right under this Agreement shall be effective for any purpose unless in a writing signed by the Party possessing the right, and no such waiver shall be construed to be a waiver of any subsequent provision, right, or term of this Agreement. Failure of Owner or Noble to [illegible] shall not be deemed to be a waiver by said Party of any of its rights under this Agreement. No waiver by Owner or Noble at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

Section 30. Entire Agreement. This Agreement, together with the Letter Agreement and any addenda, exhibits, and schedules attached hereto, contains the entire agreement between the Parties with respect to its subject matter. No oral statement or prior written matter shall have any force or effect. Noble agrees that it is not relying on any representations or agreements other than those contained in this Agreement. To the extent there are existing agreements in place either (i) between Owner and Noble relating to Noble's use of the surface of the Property, specifically excluding any mineral lease, mineral deed or similar instrument granting Noble the right to develop the mineral estate, or (ii) which restrict, limit, or regulate Noble's use of the surface of the property, including such restrictions, limitations or regulations in any mineral lease, mineral deed or similar instrument, then this Agreement supersedes such agreements as well as any similar prior agreements, discussion or understandings, oral or written, and such agreements are of no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER: **Arnold G. Fiscus, Bernice G. Fiscus and Bonnie G. Kirschbaum Revocable Trust**

By: Arnold G. Fiscus
Arnold G. Fiscus

By: Bernice G. Fiscus
Bernice G. Fiscus

By: Bonnie G. Kirschbaum Revocable Trust
Bonnie G. Kirschbaum Revocable Trust
Name: Bonnie G. Kirschbaum
Title: owner

NOBLE: **Noble Energy, Inc.,**
a Delaware corporation

By: _____ CB
Joseph H. Lorenzo
Its: Attorney-In-Fact

STATE OF COLORADO)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 9th day of June, 2017, by Bonnie Kirschbaum

Witness my hand and official seal.

My commission expires: May 31, 2018

KAREN SUE URRUTIA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904004841
MY COMMISSION EXPIRES MAY 31, 2018

Karen Sue Urrutia
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 9th day of June, 2017, by Arnold G Fiscus

Witness my hand and official seal.

My commission expires: May 31, 2018

KAREN SUE URRUTIA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904004841
MY COMMISSION EXPIRES MAY 31, 2018

Karen Sue Urrutia
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 9th day of June, 2017, by Bernice G. Fiscus

Witness my hand and official seal.

My commission expires: _____

JOYCE LAMBRECHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874113755
MY COMMISSION EXPIRES JANUARY 30, 2018

Joyce Lambrecht
Notary Public

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

The foregoing instrument was acknowledged before me this 10th day of July, 2017, by Joseph H. Lorenzo, as Attorney-In-Fact of Noble Energy, Inc.

Witness my hand and official seal.

My commission expires: 4.29.19

ALYSON OWENS
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 20154017000
Expires April 29, 2019

Alyson Owens
Notary Public

EXHIBIT A

SURFACE USE AGREEMENT AND GRANT OF EASEMENT

Attached to and by reference made a part of that certain Surface Use Agreement and Grant of Easement dated June 29, 2017, by and between Arnold G. Fiscus, Bernice G. Fiscus and Bonnie G. Kirschbaum Revocable Trust as "Owners", and Noble Energy, Inc. as "Noble", covering lands:

Township 9 North, Range 58 West, 6th P.M.
Section 15: NE/4NW/4, NE/4SE/4
Weld County, Colorado

LEGEND

EXCLUSIVE AREA = 10.96 ACRES

APPROXIMATE ℄ PROPOSED 100' FLOWLINE AREA

APPROXIMATE ℄ 30' NEW ACCESS ROAD AREA

FIELD DATE: 10-20-16	
DRAWING DATE: 04-04-17	
DRAWN BY: KAD	
CHECKED BY: MDC	

DISCLAIMER:
THIS PLOT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON TO DETERMINE BOUNDARY LINES, PROPERTY OWNERSHIP OR OTHER PROPERTY INTERESTS. PARCEL LINES, IF DEPICTED HAVE NOT BEEN FIELD VERIFIED AND MAY BE BASED UPON PUBLICLY AVAILABLE DATA THAT ALSO HAS NOT BEEN INDEPENDENTLY VERIFIED.

DATA SOURCE:
AERIAL IMAGERY: NAIP 2015
PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY PFS.

N

0 400 800

SCALE: 1"=800'