

**SURFACE USE AGREEMENT
AND GRANT OF EASEMENT**

RECORDED ELECTRONICALLY			
ID	4426563	County	Weld
Date	8/28/18	Time	2:51 P.M.
simplifile		www.simplifile.com 800.460.5657	

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), effective this 20 day of July, 2018, ("Effective Date") is made by and between Lawrence J. Gittlein and Carol M. Gittlein, with an address of 4825 Arrowhead Drive, Greeley, Colorado 80634 ("Owner"), and NOBLE ENERGY, INC., a Delaware corporation, with an address of 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("Noble"). Owner and Noble are each a "Party" and collectively are the "Parties."

RECITALS

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

Township 4 North, Range 64 West, 6th P.M.
Section 34: S/2SW/4

B. Noble owns certain oil and gas leasehold rights in and to the Property, and in connection with such rights, desires to use the Property for oil and gas development activities, including but not limited to the Operations.

C. Notwithstanding Noble's leasehold rights to access and use the Property, Noble and Owner desire to enter into this Agreement to provide for cooperation between the Parties, to set forth the Parties' rights and obligations with respect to the development and use of the Property to accommodate Noble's Operations, to mitigate surface disturbances and environmental impacts, and to provide for the mutual enjoyment of the Party's respective rights in and to the Property.

AGREEMENT

NOW, THEREFORE, in consideration of [REDACTED] 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. 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 permanent cessation of Operations being conducted on the Property, *provided, however*, subject to Noble's right to extend in the following sentence, if no Operations are commenced on the Property prior to such date, the term shall end on the date that is five (5) years after the Effective Date. 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 upon Noble providing not less than thirty (30) days' advance written notice prior to the end of the initial five (5) year period to Owner of Noble's election to extend such initial five (5) year period. To the extent a moratorium or a restrictive governmental law or regulation prevents Noble from performing Operations during the Term, the Term shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. No act or failure to act on the part of Noble shall be deemed to constitute a cessation of Operations, 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 2. Grant of Easements; Use of Property; Access. Owner hereby grants to Noble and its affiliates the rights to conduct Operations on the Property as follows:

A. Owner hereby grants to Noble easements and the rights during the Term of this Agreement to conduct oil and gas operations on the Property, including but not limited to the following operations: permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, lease maintenance activities, exploration, drilling, including the drilling of horizontal and directional wells, stimulation, completion, re-stimulation, re-completion, re-entering, deepening, re-working,

equipping, production activities, maintenance activates, maintenance and operation of existing wells, wellbore integrity monitoring and mitigation measures, plugging and abandoning of wells, and the rights of ingress and egress in connection with any of the foregoing, together with access, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities, including gathering, storage, and production and processing facilities, tank battery sites, water transportation lines and recycling 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 (collectively, "Operations"). The rights to conduct Operations include Operations that produce oil and gas from and drain all or any portions of the Property and Operations that produce oil and gas from and drain all or any portions of any lands other than the Property.

B. Owner hereby grants to Noble an exclusive easement during the Term of this Agreement and shall set aside and provide to Noble, for Noble's exclusive use and Operations that portion of the Property depicted on Exhibit A as the "Exclusive Operations Area" (such parcels collectively, the "Exclusive Operations Area," and each, an "Exclusive Operations Area"). Noble may conduct and locate Operations at any location in the Exclusive Operations Area, provided that such locations must be permitted locations or exceptions under the then applicable regulations of the Colorado Oil and Gas Conservation Commission ("COGCC"). Without limiting the forgoing, Noble is hereby expressly granted consent to locate any number of wells and production and processing facilities within the Exclusive Operations Area, and Owner shall fully support Noble's efforts to permit such wells, including granting necessary consents or waivers. 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.

C. Owner hereby grants to Noble an easement during the Term of this Agreement, and shall provide Noble with continuous access to the Property, including the Exclusive Operations Area and Pipeline Area, over and across roadways now existing or hereafter constructed on the Property and located in the area depicted on Exhibit A as the "Access Road Area". It is Noble's intent to confine access to the Property to the Access Road Area as depicted in Exhibit A. Either Party, however, may propose relocation of, 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 any relocation shall bear all associated costs.

D. Owner hereby grants to Noble, including third party gatherers for the benefit of Noble, an easement and continuing right during the Term of this Agreement to install, own, operate, access, maintain, repair and replace all flowlines, gathering lines and other pipelines in over and across the area depicted on Exhibit A as the "Pipeline Area" that may be necessary or convenient to its Operations on the Property. It is Noble's intent to confine such lines to the Pipeline Area as depicted in Exhibit A. Either Party, however, may propose relocation of, or Noble may propose additional lines outside of the Pipeline Area. Such relocation or additional pipeline shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing any relocation shall bear all associated costs.

E. Owner hereby grants to Noble a subsurface easement through the Property, during the Term of this Agreement, for passage of any portion of any wellbore for any of the future wells, whether producing or nonproducing, including the right to occupy and use the subsurface pore space displaced by the wellbore and all structures appurtenant thereto.

F. Owner acknowledges that Noble now owns, or may in the future acquire, leasehold rights covering lands adjacent to or in the vicinity of the Property. Owner hereby grants Noble the right to use the Exclusive Operations Area, Access Road Area or Pipeline Area in connection with Noble's Operations on such other lands, and to access, or transport oil, gas, water or other substances to or from such other lands.

Section 3. No Commitment of Development. Exhibit A represents potential future Operations, but Noble makes no commitment to drill any well on the Property. Additionally, the bottom-hole locations for any future wells and the minerals produced from such wells will be determined by Noble in its sole discretion. Owner acknowledges and agrees that any wells located in the Exclusive Operations Area may not produce leasehold and minerals underlying the Property.

Section 4. Consultation with Owner. In the event Noble intends to conduct any Operations outside of the Exclusive Operations Area, Access Road Area or Pipeline Area Noble shall provide Owner with 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.

Section 5. Consents and Waivers.

A. Without limitation of the rights granted to Noble under Section 2(B), Owner hereby waives the following notices, or grants the following consent, as applicable, as required by Weld County and the COGCC and any comment periods attributable thereto:

- 1) COGCC Rule 305.a. Notice of Intent to Conduct Oil and Gas Operations
- 2) COGCC Rule 305.c. Comment Period Notifications - OGLA Notice to Surface Owner / Buffer Zone Notice
- 3) COGCC Rule 305.f. Statutory Notice to Surface Owner
- 4) COGCC Rule 305.h. Move-In; Rig-Up Notice
- 5) COGCC Rule 306.a. Consultation and Meeting Procedure for Surface Owners
- 6) COGCC Rule COGCC Rule 318A.(c), locating any well less 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).
- 7) Weld County Code Sec. 23-2-1020.B Weld Oil and Gas Location Assessment (WOGLA) Notice and Comment Period.

B. Owner will not locate any lot line, building, or structure within the Exclusive Operations 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. 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 shall not object to Noble's use of the surface in the Exclusive Operations 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, Weld County or any state or local jurisdiction.

Section 6. Surface Damages.

A. Noble shall pay Owner a sum, as set forth in that certain agreement between Noble and Owner acknowledged and agreed dated, July 20, 2018 ("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.

B. Subject to the terms and conditions of this Agreement, Owner hereby waives all surface damage payments pursuant to any COGCC, Weld County or other local regulation, state statute, common law or prior agreement, related to Noble's Operations on the Property including within the Exclusive Operations 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 or Weld County as evidence of this waiver.

Section 7. Other Damages. If there is damage to real or personal property upon the Property directly resulting from the Operations and 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, Noble will repair or replace such damage, 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. Owner shall notify any surface tenant affected by Operations on the Property and Owner shall allocate the payments made hereunder with such surface tenant and Noble shall have no liability therefor. Owner shall indemnify Noble against any claim brought by any surface tenant on the Property for damages directly caused by the Operations.

Section 8. Reclamation. Upon permanent cessation of Operations, Noble shall reclaim any areas disturbed by Noble's use. Noble shall restore and level the surface of such disturbed lands as near as possible to the contours which existed prior to Noble's Operations. Upon permanent cessation of Operations, Noble shall remove from the Property all buildings, structures, improvements, and personal property owned or installed by Noble unless Owner consents to leaving such items in place. Noble may abandon pipelines, flowlines, gathering lines and underground power lines in place in accordance with applicable regulations.

Section 9. Indemnification. Noble shall protect, indemnify, and hold harmless Owner from all losses, claims, damages, judgments, fines or liabilities ("Claims"), relating to the Property that arise solely out of Noble's Operations located on the Property; *provided, however,* Noble will not protect, indemnify, and hold harmless Owner from any Claims arising from conditions which existed on the Property as of the Effective Date. Owner shall fully protect, defend, indemnify and hold harmless Noble, from any and all Claims relating to the Property that arise out of Owner's ownership and use of the Property or pre-existing condition. Notwithstanding the forgoing, no Party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other Party for any claim arising from or related to this Agreement.

Section 10. Compliance with Applicable Laws. Noble shall at all times conduct its Operations on 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 and Weld County.

Section 11. Land Development. Owner acknowledges that it is Noble's intent 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, new irrigation system (e.g. pivots), residences, or other structures to be installed or located on the Property, or of any plans to move any existing irrigation systems, residences, or other structures, after the Effective Date.

Section 12. 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 terms construed under the laws of the State of Colorado. The Parties further expressly acknowledge and agree that jurisdiction and venue for any actions arising out of or in 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 that it makes this waiver knowingly, voluntarily, and intentionally and after careful consideration of the ramifications of this waiver with legal counsel.

Section 13. Assignment. This Agreement shall be assignable, in whole or in part, by either Party, subject to the following:

A. If Noble assigns and conveys its interest in this Agreement and/or the oil and gas lease(s) relating to the Property, such assignment and conveyance shall be expressly subject to all terms and conditions of this Agreement, and the assumption by assignee of all obligations of Noble under this Agreement. An assignment by Noble of this Agreement and/or its interest in the oil and gas lease(s) relating to the Property, shall relieve and discharge Noble of any and all burdens, duties and obligations hereunder as of the effective time of such assignment. Upon assignment of Noble's interest in this Agreement and/or the

oil and gas lease(s) relating to the Property, Owner hereby releases Noble of all liability for, and waives all Claims related to, any burdens and obligations hereunder to the extent such burdens, duties and obligations arise, accrue, or are to be performed or satisfied after the effective time of Noble's assignment, and shall seek satisfaction of all such Claims from assignee.

B. If Owner assigns and conveys its interest in this Agreement or the Property or any portion thereof, such assignment and conveyance shall be expressly subject to all terms and conditions of this Agreement, and the assumption by such assignee of all obligations of Owner under this Agreement.

Section 14. Notices. Any notice or other communication given by either Party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, to such other Party at the respective addresses set forth in the introductory paragraph of this Agreement (or at such other address as may be designated from time to time by written notice given in the manner provided in this Agreement). If to Noble, such notice shall be addressed to DJ Land Manager. Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, shall be deemed effective on the first business day following deposit with such courier

Section 15. Owner's Title. Owner represents that it owns good and marketable title to the Property. Owner shall defend title to the Property to the extent of the rights granted to Noble by this Agreement against any person claiming all or any part thereof, whether by, through, or under Owner.

Section 16. Binding Effect; Interest in Real Property.

A. This Agreement and all of the covenants, rights, burdens and obligations contained in, created by and granted in this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, personal representatives and administrators. 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. The covenants, rights, burdens and obligations contained in, created by and granted in this Agreement constitute covenants running with the land, and create, a valid, present interest in the Property in favor of Noble. Noble shall have the right to record this Agreement or a memorandum of this Agreement in the real property records of the Clerk and Recorder's Office of Weld County, State of Colorado.

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. 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. 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. Owner shall notify Noble of any change in ownership of the Property, and no change of ownership of Owner's interest shall be binding on Noble until Noble has been provided with a copy of the recorded vesting document related to such transfer.

Section 17. 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 shall keep the Property free and clear of any liens that would affect or encumber Operator or any of its Operations hereunder and shall immediately notify Noble if it becomes aware of any such liens filed against the Property. Noble shall keep the Property free and clear of any liens that would affect or encumber Owner's use and enjoyment of the Property and shall immediately notify Owner if it becomes aware of any such liens filed against the Property.

Section 18. 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 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. Owner shall give Noble notice of any Owner default in connection with the payment or performance of Owner's obligations under this Section. 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 19. 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 20. 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 21. Reservation of Rights. Except as specifically related to Noble's use of the surface of the Property as set forth herein, this Agreement shall not be construed as a release or waiver of, or prohibit Noble from exercising any rights pursuant to any mineral leases, mineral deed or similar instrument granting Noble the right to develop the mineral estate, or amend or affect the terms of or rights granted in any such instruments, and Noble expressly reserves all such rights.

Section 22. 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 the matters covered hereby. No oral statement or prior written matter shall have any force or effect. To the extent there are existing agreements between Owner and Noble relating to Noble's use of the surface of the Property, (excluding any mineral lease, mineral deed or similar instrument), this Agreement supersedes such agreements.

Section 23. Miscellaneous. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. 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 any other Party. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If any term, covenant, condition or provision of this Agreement shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and be enforced to the fullest extent permitted by law. No waiver of any right or breach under this Agreement shall be effective unless in a writing signed by the Party possessing the right, and no such waiver shall be deemed a waiver of any other right or breach of any other provisions of this Agreement or waive any future right or a consent to any subsequent breach of the same or any other provision. Failure of Owner or Noble to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights under this Agreement. 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. 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.

[Signature page follows]

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

OWNER:

Lawrence J. Gittlein

By: Lawrence J. Gittlein
Lawrence J. Gittlein

Carol M. Gittlein

By: Carol M. Gittlein
Carol M. Gittlein

NOBLE:

Noble Energy, Inc.,
a Delaware corporation

By: Casey M. Kimble
Casey M. Kimble
Its: Attorney-In-Fact CK

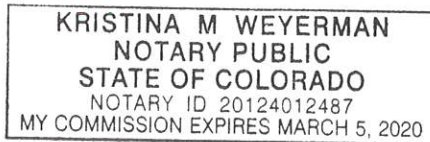
ACKNOWLEDGEMENTS

STATE OF COLORADO)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 20 day of July, 2018, by Lawrence J. Gittlein.

Witness my hand and official seal.

My commission expires: 3-5-2020



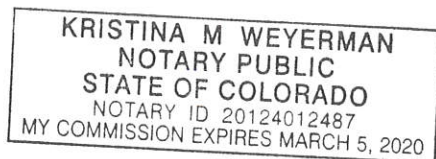
Kristina M. Weyerman
Notary Public

STATE OF COLORADO)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 20 day of July, 2018, by Carol M. Gittlein.

Witness my hand and official seal.

My commission expires: 3-5-2020



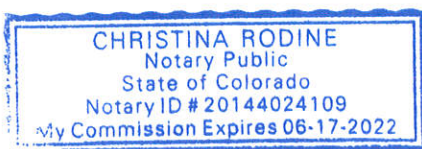
Kristina M. Weyerman
Notary Public

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

The foregoing instrument was acknowledged before me this 28 day of August, 2018, by Casey M. Kimble, as Attorney-In-Fact of Noble Energy, Inc.

Witness my hand and official seal.

My commission expires: 4-17-2022



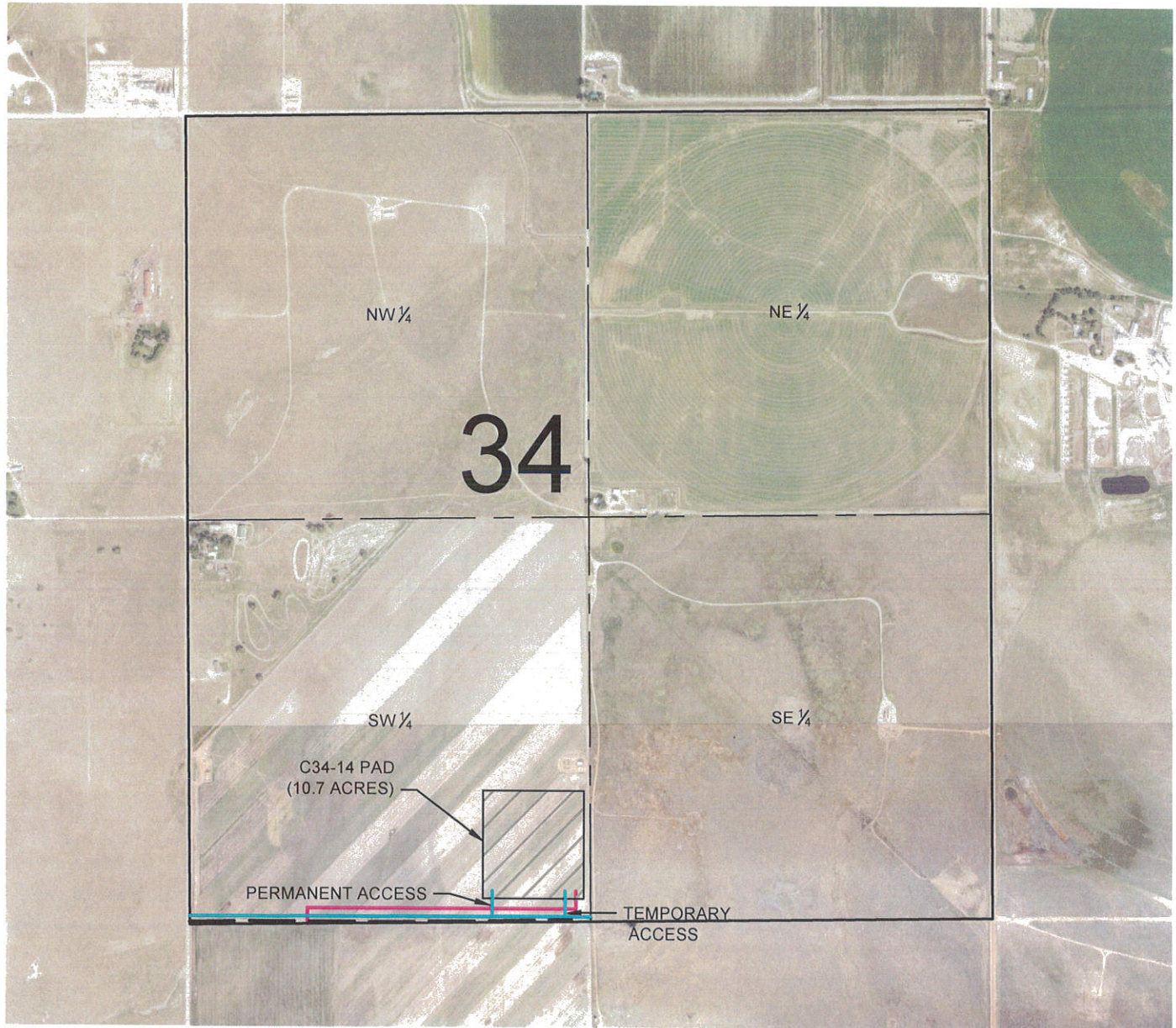
Christina Rodine
Notary Public

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 July 20, 2018,
by and between Lawrence J. Gittlein and Carol M. Gittlein, and Noble Energy, Inc. as "Noble" covering lands.

Township 4 North, Range 64 West 6th P.M.
SECTION 34: S/2SW/4
Weld County, Colorado



FIELD
DATE:
11-10-17
DRAWING
DATE:
06-25-18
DRAWN BY:
VQD
CHECKED BY:
RMC

-  EXCLUSIVE AREA = 10.7 ACRES
-  APPROXIMATE \varnothing PROPOSED 100' FLOWLINE AREA
-  APPROXIMATE \varnothing 30' ACCESS ROAD AREA
-  APPROXIMATE \varnothing EXISTING ACCESS ROAD AREA

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: ASCENT 11/2017, NAIP 2017
PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY ASCENT.

