

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is effective this 30th day of November, 2008, by and among ANADARKO E&P COMPANY LP ("Anadarko E&P"), formerly known as Union Pacific Resources Company, ANADARKO LAND CORP. ("Anadarko Land"), formerly known as Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; NOBLE ENERGY, INC. ("Noble") with an address of 1625 Broadway, Suite 2200, Denver, Colorado 80202; KERR-McGEE OIL & GAS ONSHORE LP ("KMG"), a subsidiary of Anadarko Petroleum Corporation, with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202; ENCAN A OIL & GAS (USA) INC. ("EnCana") with an address of 370 17<sup>th</sup> Street, Suite 1700, Denver, Colorado 80202 (the Anadarko Entities, KMG, Noble, and EnCana are referred to hereinafter individually or collectively as an "Oil Company" or the "Oil Companies"); and PIONEER COMMUNITIES HOLDINGS LLC ("Pioneer"); HP FARMS LLC ("HP"); HP FARMS HOLDINGS LLC ("HP Holdings"); and RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT ("Resource Colorado"), with respect to their interests in the property, all with an address of 4643 S. Ulster Street, Suite 1300, Denver, Colorado 80237.

A. Pioneer, HP, HP Holdings and Resource Colorado are hereinafter referred to individually and collectively as "Surface Owner," with the reference being to each of them with respect to its specific interests in the Property.

B. Surface Owner owns the surface estate for approximately 5600 acres located in Weld County, Colorado, specifically described in the attached Exhibit 1 and referred to hereinafter as the "Property," with Pioneer owning the Property described in Exhibit 1A, HP owning the Property described in Exhibit 1B, HP Holdings owning the Property described in Exhibit 1C, and Resource Colorado owning the Property described in Exhibit 1D.

C. Surface Owner intends to develop portions of the Property for residential and commercial uses and open space or agricultural uses, as the case may be, and has applied to Weld County for approval of an application for development for the Property.

D. Surface Owner intends that the portions of the Property in Sections 2, 11, 14 and 15, and the E/2 of Section 12 and NW/4 of Section 13, Township 2 North, Range 65 West, will continue to be used for agricultural purposes ("Agricultural Lands"), and Surface Owner anticipates that it will enter into one or more leases for the farming of the Agricultural Lands.

E. The Anadarko Entities together own all of the oil, gas and associated liquid hydrocarbons that underlie the portions of the Property in Sections 5, 7, 9 and 17 in Township 2 North, Range 64 West and Sections 11, 13, and 15 in Township 2 North, Range 65 West, and Anadarko Land owns the minerals exclusive of oil, gas and associated liquid



hydrocarbons under such property, all of such property together being referred to hereinafter as the "Anadarko Mineral Property" and specifically described in Exhibit 2A.

F. KMG and Noble each own certain oil and gas leasehold interests in the Anadarko Mineral Property that they derived through a predecessor company to Anadarko E&P.

G. KMG currently operates six wells on the Anadarko Mineral Property as more specifically identified in Exhibit 2A(1).

H. Noble currently operates twenty-three wells on the Anadarko Mineral Property as more specifically identified in Exhibit 2A(2).

I. Noble, KMG and EnCana own certain oil and gas leasehold interests in the portions of the Property in Section 32, Township 3 North, Range 64 West and Sections 4, 8 and 18, Township 2 North, Range 64 West and Sections 2, 12 and 14, Township 2 North, Range 65 West, all of such property together being referred to hereinafter as the "Oil and Gas Leasehold Property" and specifically described in Exhibit 3A.

J. KMG currently operates nine wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(1).

K. Noble currently operates thirteen wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(2).

L. EnCana currently operates thirteen wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(3).

M. The wells for the well locations identified in Exhibits 2A(1), 2A(2), 3A(1), 3A(2) and 3A(3) are hereinafter referred to together or separately as the "Existing Wells" or an "Existing Well."

N. The Oil Companies have rights to further develop their oil and gas interests and oil and gas leasehold interests by drilling additional wells on both the Anadarko Mineral Property and the Oil and Gas Leasehold Property, as the case may be, which are hereinafter referred to as the "Future Wells."

O. Current Colorado Oil and Gas Conservation Commission ("COGCC") rules and regulations allow the owners and/or lessees of the oil and gas for the Property to locate oil and/or gas wells in five drilling windows in a quarter section, one in approximately the center of each quarter-quarter section in a 400 foot by 400 foot window and one in the center of the quarter section in an 800 foot by 800 foot window.



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P. 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 Property and to delineate the process with which they will comply with respect to the development of the two estates.

Q. This Agreement is intended to set forth the parties' rights and obligations regarding the relationship between the development of the surface of the Property by Surface Owner and the development of the oil and gas estate by the Oil Companies, such rights and obligations to be binding upon the parties and their successors and assigns.

R. With respect to the Anadarko Mineral Property, this Agreement is limited to the compatible development of the surface estate and the oil and gas estate; it does not in any respect apply to the minerals other than the oil, gas and associated liquid hydrocarbons owned by Anadarko Land which are the subject of a separate agreement between Anadarko Land and Surface Owner.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

I. Oil and Gas Operations Areas.

a. A reference herein to an "Oil Company" or the "Oil Companies" shall mean the company or companies that own oil and gas interests and/or oil and gas leasehold interests and/or that have the right to drill oil and gas wells on a specific parcel within the Property and their lessees and assignees and all of their successors and assigns.

b. Surface Owner shall delineate and provide to the Oil Companies for their exclusive use (except as otherwise specifically provided herein in Section 1.h.) for their oil and gas operations those portions of the Property identified as the "Oil and Gas Operations Areas" and depicted on Exhibit 4. The Oil and Gas Operations Areas are to be made available to the Oil Companies in their present condition for any and all operations contemplated in this Agreement. Exhibit 4 is a series of maps that show the Existing Wells and the Oil and Gas Operations Areas for the Existing Wells and also the Oil and Gas Operations Areas for the Future Wells and an engineered drawing for each quarter section within each Section included in the Property, such drawing identifying the Oil and Gas Operations Areas within the quarter section, with existing access routes and pipeline easements, and also the separate "Production Facility Locations" (as hereinafter defined).

c. Except as is otherwise provided in the letter agreements referenced in Section 2 and as described in the letter agreements and in Section 2.c., the Oil Companies shall drill and/or operate oil and/or gas wells on the Property only within the Oil and Gas Operations Areas identified on Exhibit 4, which are hereinafter referred to individually or collectively, as the case may be, as an "Oil and Gas Operations Area" or the "Oil and Gas Operations Areas." Operations and uses within the Oil and Gas Operations Areas include, but are not limited to, drilling, completion, and maintenance of wells (including multiple wells within an Oil and Gas Operations Area) and equipment, production operations, workovers, well recompletions

and deepenings, fracturing, twinning, and drilling of replacement wells and the location, operation and maintenance of tanks and other associated oil and gas production and drilling equipment and facilities.

d. For the Oil and Gas Operations Areas depicted on Exhibit 4 that are shown on the Exhibit as being 600 feet by 600 feet in dimension, the Oil Companies shall drill and operate oil and/or gas wells only within the 300 foot by 300 foot Well Pad Areas that are depicted as such on the Exhibit. Oil and Gas Operations Areas that are 600 feet by 600 feet in dimension shall be surrounded by a fifty foot (50') no-build zone around the outer boundary of the Oil and Gas Operations Area which is hereinafter referred to individually or collectively as a "Non-Occupied Structure Zone" or the "Non-Occupied Structure Zones" and depicted as such on the Exhibit. Oil and Gas Operations Areas that are a circle with a radius of two (200) hundred feet shall be surrounded by a fifty (50) foot no-build zone around the outer boundary of the Oil and Gas Operations Area and also depicted on Exhibit 4 as a Non-Occupied Structure Zone. Oil and Gas Operations Areas that are a circle with a radius of two hundred and fifty feet (250') shall have no Non-Occupied Structure Zone around the outside perimeter of the Oil and Gas Operations Area.

e. The Oil and Gas Operations Areas for Existing Wells and also for Future Wells shall include the areas reflected on Exhibit 4.

f. The Oil Companies shall continue to have the right to drill one or more wells and install associated oil and gas equipment and facilities within all Oil and Gas Operations Areas and to deepen, recomplete or twin any well that is drilled or has been drilled, as well as to drill directional and horizontal wells that produce from and drain the Property or lands other than the Property.

g. The Oil Companies shall also have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities within the Oil and Gas Operations Areas.

h. Surface Owner shall not plat any surface property line within the Oil and Gas Operations Areas and associated Non-Occupied Structure Zones or the Production Facility Locations, and no temporary or permanent building or other structure or improvement or landscaping shall be located by Surface Owner within or beneath the Oil and Gas Operations Areas or Production Facility Locations. The Oil and Gas Operations Areas and Production Facility Locations shall be for the exclusive use of oil and gas operations and production; provided however, the parties understand that the Agricultural Lands have been dedicated to agricultural use pursuant to the requirements of Weld County, and the applicable parties agree that Surface Owner or its surface tenant may construct, operate and maintain either drip or center pivot irrigation systems within the Oil and Gas Operations Areas within the Agricultural Lands only, but only within the portion of the Oil Gas Operations Area outside the Well Pad Area and only with the consent of and in consultation with the applicable Oil Companies; and provided, further, that the Oil Companies shall in no event be liable for damages or injuries to irrigation systems located within such Oil and Gas Operations Areas



that may result from their oil and gas operations. Surface Owner, jointly and severally, agree to defend, indemnify and hold each of the Oil Companies harmless against damages and injuries to irrigation systems and related equipment that in any way results from or is caused by the non-negligent oil and gas operations of the Oil Companies on the Agricultural Lands at any time.

2. Directional Drilling Costs Reimbursements and Letter Agreements.

a. Surface Owner and the Oil Companies have entered into separate letter agreements dated the same date as this Agreement that delineate certain options and obligations of the parties with respect to the payment by Surface Owner of directional drilling costs that are letter agreements between: i) Surface Owner and KMG and the Anadarko Entities; ii) Surface Owner and Noble; iii) Surface Owner and Noble and the Anadarko Entities; and iv) Surface Owner and EnCana, and all of which are referred to hereinafter separately as a "letter agreement" and together as the "letter agreements."

b. A reference in this Section 2 to "Relinquished Locations" shall be to vertical drilling windows provided for in COGCC rules and regulations and specifically identified as such in the letter agreements.

c. The letter agreements provide that, for each quarter section and during the period of time prior to the time that a final plat is recorded for a quarter section (or portion thereof), Surface Owner has the option to pay the Oil Company certain directional drilling costs specified in the letter agreement for wells that the parties have identified in the letter agreement as Relinquished Locations, or in the event that Surface Owner fails to pay the directional drilling costs associated with a well for a Relinquished Location, the Oil Company has the option to drill the well either in the Oil and Gas Operation Area specified in this Agreement or in the Relinquished Location.

d. The parties agree that Surface Owner and the Oil Companies will amend this Agreement within ninety (90) days from the date that an Oil Company drills a vertical well within a Relinquished Location in which they substitute for the diagram for the quarter section in Exhibit 4, an exhibit for the quarter section that depicts the vertical well location and associated access and pipeline easements. The amendment to this Agreement and to the zoning plat described in Section 2.e. shall reflect an Oil and Gas Operations Area for the vertical location that is a circle with a radius of two hundred (200) feet, plus a Non-Occupied Structure Zone, and identify pipelines and access as mutually agreed upon by Surface Owner and the Oil Companies, or in the event that the parties cannot agree, as designated by the Oil Companies. In all such cases, the terms of this Agreement shall apply to the vertical wells and oil and gas operations for the vertical wells, including but not limited to, waivers of setbacks and surface damage payments.

e. Surface Owner agrees to amend the zoning plat for the Property from time to time to reflect vertical well locations drilled by the Oil Companies within Relinquished Locations for the affected quarter sections the earlier of: i) annually on or before March 31



each year; or ii) at the time a final plat is submitted to the County for all or any portion of the quarter section, all as more specifically described in the letter agreements.

3. Production Facility Locations and Fences and Equipment.

a. The Oil Companies agree that they shall locate oil and gas drilling and production equipment and facilities only within the Oil and Gas Operations Areas and the locations identified on Exhibit 4 as the Production Facility Locations.

b. Production Facility Locations shall include the areas reflected on Exhibit 4, all of which Surface Owner shall provide to the Oil Companies in their present condition and for their exclusive use.

c. With respect to equipment and facilities other than flowlines or pipelines:

i. the Oil Companies shall install and maintain, at their sole cost and expense, all fences around Existing Wells and Future Wells in compliance with the rules and regulations of the COGCC; provided, however, Surface Owner may request that the Oil Companies install a type of fencing different than that which would be required by the COGCC with the consent of the applicable Oil Company and at the expense of Surface Owner;

ii. the Oil Companies shall install and maintain, at their sole cost and expense, all gates and locks reasonably necessary for the security of any wells or facilities within the Oil and Gas Operations Areas and Production Facility Locations; such gates and locks to be standard gates and locks used by the Oil Company;

iii. the Oil Companies shall paint production facilities, including wellhead guards and tanks, with a color of paint approved by the COGCC;

iv. with respect to Future Wells to be drilled on the Property, the Oil Companies shall use low profile tanks, where practicable; and

v. Surface Owner shall not inhibit access by the Oil Companies to the Oil and Gas Operations Areas and the Production Facility Locations or inhibit their operations within the Oil and Gas Operations Areas and the Production Facility Locations by landscaping or other improvements, unless otherwise agreed to by Surface Owner and the applicable Oil Company.

4. Limited and Specified Uses within Non-Occupied Structure Zones. With the consent of the applicable Oil Company (which consent shall not be unreasonably withheld), Surface Owner may install only underground utilities, sidewalks, trails, and parking areas within the Non-Occupied Structure Zones and also landscape for native grasses and shallow-root landscaping irrigated by sprinklers within such areas, all at the cost and expense of Surface Owner. Surface Owner shall cooperate with the applicable Oil Company to ensure that any underground utilities, sidewalks, trails, and parking areas within the Non-Occupied Structure Zones are restricted from public access during oil and gas operations. The Oil

Companies shall in no event be liable for damages or injuries to landscaping or sprinkler systems or underground utilities or sidewalks, trails or parking areas that occur from oil and gas operations on the Property. Except for the uses and improvements expressly identified in this Section, the agreements and restrictions in Section 1.h. shall apply to the Non-Occupied Structure Zones, so that the specific uses and improvements expressly identified herein and as provided herein are the only uses and improvements for which Surface Owner may utilize the Non-Occupied Structure Zones.

5. Access to Oil and Gas Operations Areas.

a. Surface Owner acknowledges and understands that the Oil Companies have the right to continue to use the access routes that they are currently utilizing to access the Oil and Gas Operations Areas with Existing Wells and the Production Facility Locations with existing facilities as reflected on Exhibit 4 until such time as Surface Owner constructs permanent access roads to the Oil and Gas Operations Areas and Production Facility Locations. Prior to the construction of permanent access roads, access to Oil and Gas Operations Areas with no Existing Wells and to Production Facility Locations where no facilities are currently located shall be at locations that are mutually agreed upon by the applicable Oil Company and Surface Owner; provided however, in the event that the parties cannot agree upon an access route, the Oil Company may access such Oil and Gas Operations Areas and Production Facility Locations along routes that are convenient to it. At the time Surface Owner proposes to plat a particular Section of the Property, it will consult with the Oil Companies about the locations of proposed permanent access roads for both current and future oil and gas operations, and the parties shall mutually agree upon the locations of access roads. The Oil Companies may continue to use existing access roads until receipt of written notice from Surface Owner that the permanent access road to the Oil and Gas Operations Area or Production Facility Location is complete and available for access, and the Oil Companies will use the permanent access road after the road has been constructed.

b. Surface Owner in all events and at all times shall provide the Oil Companies with continuous access to all Oil and Gas Operations Areas, Production Facility Locations and pipeline easements.

c. Access may be changed by mutual agreement of Surface Owner and the appropriate Oil Company or Oil Companies; provided however, all costs and expenses of such relocations shall be borne by the party that requests them. No party shall unreasonably interfere with the use by the other of an access road.

d. Surface Owner shall keep the portions of access roads jointly used by Surface Owner or its subdivision and/or business occupants and the Oil Companies in good condition and repair until such roads are dedicated to a local jurisdiction; provided, however, if one of the Oil Companies causes damage to a portion of a road that is jointly used by the Oil Companies and Surface Owner or its occupants and that was constructed to the specifications in Subsection 5.e.(1), then the Oil Company or Oil Companies shall promptly repair the damage that is a direct result of its use of the road.



e. Construction and Width of Access Roads.

(1) Access roads or portions of access roads that are jointly used or will be jointly used by the Oil Companies and Surface Owner shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all paved or improved joint access roads to be used by the Oil Companies so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct such roads so that they can be used to withstand the weight of 110,000 pounds and 28,000 pounds per axle.

(2) Access roads or portions of access roads that are used exclusively by the Oil Companies shall be generally thirty (30) feet or more in width, and the Oil Companies shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations. The Oil Companies shall be solely responsible for the maintenance of those portions of access roads that are being used only by them.

f. If Surface Owner proposes to construct roads that will cross over pipelines that are then installed on the Property, upon the request of the particular Oil Company, Surface Owner shall pay the applicable Oil Company the reasonable costs to have the Oil Company sleeve the portions of the pipelines that are to be crossed by such roads, such payment to be made by Surface Owner at least ten (10) business days prior to the commencement of the work. Surface Owner shall not install the portion of the road that crosses the pipeline until the pipeline has been sleeved.

g. At all times and in every instance referenced in this Section 5, the Oil Companies shall be assured uninterrupted access to all of the Oil and Gas Operations Areas and Production Facility Locations and pipeline easements, and no such access shall be closed until an acceptable replacement of access is available for use.

6. Pipelines, Flowlines and Pipeline Easements.

a. The Oil Companies shall continue to operate and maintain pipelines and flowlines at the locations and/or within easements that currently exist on the Property until such time as the applicable Oil Company and Surface Owner may agree to enter into a relocation agreement. Prior to a proposal by Surface Owner of a final development plan for a particular Section within the Property, flowlines and pipeline easements to be installed on the Property to service Future Wells shall be at locations that are mutually agreed upon by the applicable Oil Company and Surface Owner; provided, however, in the event that the parties cannot agree upon the location of such pipeline easements and flowlines, the Oil Company has the right to install such pipelines and flowlines along routes that are convenient to it. At the time Surface Owner proposes to plat a particular Section of land of the Property, it will consult with the Oil Companies about locations for proposed permanent easements for pipelines and flowlines for both current and future oil and gas operations, and the parties shall mutually agree upon the locations of the permanent flowlines and pipeline easements. The Oil Companies will install future pipelines and flowlines within such easements, and relocate



pipelines and flowlines as necessary, upon the payment by Surface Owner of the applicable relocation costs and the execution of a relocation agreement. A reference hereinafter to a "pipeline" shall include a reference to both a pipeline and a flowline.

b. The Oil Companies shall continue to have the right and be entitled to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to their operations on the Property. Nothing in this Agreement shall be construed as a limitation on the rights of the Oil Companies to make all necessary well connections to any Existing Well or any Future Well.

c. Locations for pipelines, flowlines and such easements may be changed by mutual agreement of Surface Owner and the appropriate Oil Company or Oil Companies; provided, however, all costs and expenses of such relocations shall be borne by the party that requests the relocation. In the event that Surface Owner requests the relocation of a pipeline or flowline, the applicable Oil Company shall provide Surface Owner with a written estimate of the relocation costs which Surface Owner shall thereafter promptly remit to the Oil Company. Final payment for the relocation work shall be made based upon actual costs upon completion of the work and after an itemized statement is provided to Surface Owner. Surface Owner shall pay any excess above the estimate within thirty (30) days after submission by the Oil Company to Surface Owner of the itemized statement, or, as the case may be, the Oil Company shall remit within the same time any excess payment made by Surface Owner. The Oil Company shall perform the work for the relocation or designate a contractor to perform the work.

d. Pipeline easements shall be fifty (50) feet in width during construction activities and thirty (30) feet in width for all operations, maintenance and transportation activities. Flowline easements shall be thirty (30) feet in width for all operations.

e. Pipeline and flowline easements shall be for the exclusive use of oil and gas production operations; provided, however:

(1) the easements may be shared by the Oil Companies and their lessees, assignees of lessees and successors and assigns;

(2) dry utilities may be installed by Surface Owner in the outer ten (10) feet of the pipeline easements in accordance with Subsection 6.f. below; and

(3) the surface of pipeline easements may be used for soft surface trails as provided in Subsection 6.i. and for trees and shrubs as provided in Subsection 6.j.

f. Surface Owner shall have the right to cross the pipeline easements at approximately right angles, and Surface Owner shall also have the right to install and maintain easements:



(1) that are within the outer ten feet of the pipeline easements for dry utilities;  
and

(2) that are adjacent to, but not within, the easements identified herein, for other utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however; (x) any new underground facilities that travel along a pipeline easement identified herein shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; (y) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline provided for herein; and (z) any overhead power lines shall be at least twenty (20) feet above the ground. Utility crossings shall have a minimum of eighteen (18) inches vertical separation from pipelines.

g. Surface Owner agrees that, and will notify each utility company that, except in cases of emergency, the Oil Companies must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten (10) feet of their easement areas. If Surface Owner's development plans anticipate that roadways will or may in the future cross over easements that have pipelines, upon the request of the particular Oil Company, Surface Owner shall pay for all costs to have the Oil Company sleeve the pipeline and lower or re-bore any pipeline that is to be crossed by such roadway, such payment to be paid by Surface Owner ten (10) business days prior to the commencement of the work. Surface Owner shall not permit the construction of the roadway crossing over the pipeline until the work has been completed.

h. Surface Owner shall grant the pipeline easements (for production from the Property and/or other lands) to the Oil Company at the time the Oil Company requests them and at no cost to the Oil Company.

i. Except as otherwise provided herein and in Section 6.j below, Surface Owner shall not construct or install or permit the construction or installation of any temporary or permanent building, structure, facility, or other improvement or any landscaping, including trees or shrubs, within temporary, permanent or existing pipeline easement areas; provided, however, with the consent of the particular Oil Company, Surface Owner may install non-permanent soft surface trails that meander over and across portions of pipeline easements; provided that, the Oil Companies at all times have access to the pipelines. Surface Owner agrees that, in the events of: x) an emergency in the opinion of an Oil Company; or y) the construction or maintenance of a pipeline by the Oil Company, Surface Owner, at the request of the Oil Company, shall shut down portions of the trail identified by the Oil Company in order for the Oil Company to perform the work on the pipeline.

j. Surface Owner may install trees within the outer five (5) feet and shrubs within the outer ten (10) feet of one side of the pipeline easement for both trees and shrubs; provided, however, the Oil Companies shall not be liable for injury or damage to such trees and shrubs that results from oil and gas operations on the Property.

36. Entire Agreement. This Agreement and the letter agreements identified in Section 2 set forth the entire understanding among the parties and supersede 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.

37. Construction. The parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

38. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgement, to be effective upon the date first above written.

NOBLE ENERGY, INC.

By: *[Signature]*  
Name: \_\_\_\_\_  
Its: P. David Padgett  
Attorney-in-Fact *abl*

ANADARKO E&P COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO E&P COMPANY LP

By: Michael A. Nixon  
Name: Michael A. Nixon  
Its: Agent & Attorney-in-Fact

KERR-McGEE OIL & GAS  
ONSHORE LP

By: Michael A. Nixon  
Name: Michael A. Nixon  
Its: Agent & Attorney-in-Fact

ANADARKO LAND CORP.

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ENCANA OIL & GAS (USA) INC.

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ANADARKO E&P COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

HP FARMS HOLDINGS LLC

By:   
Name: Ricardo D. Gallegos  
Title: Attorney In Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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37. Construction. The parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

38. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgement, to be effective upon the date first above written.

NOBLE ENERGY, INC.

ANADARKO E&P COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Joel H. Farkas  
Its: manager