



**Article 4-203.B.2  
Deeds, Easements and  
Agreements**

**Encana Oil & Gas (USA) Inc  
K19NE Storage Facility  
(Laydown Yard)**

**OA Project No. 014-2796**

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649881 04/09/2004 03:40P B1576 P207 H ALSDORF  
 1 of 1 R 6.00 D 22.00 GARFIELD COUNTY CO

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. \_\_\_\_\_  
 Reception No. \_\_\_\_\_ By \_\_\_\_\_ RECORDER  
 \_\_\_\_\_ DEPUTY.

**WARRANTY DEED**

THIS DEED, Made on this day of April 07, 2004  
 between AIRPORT LAND PARTNERS LIMITED, A COLORADO LIMITED PARTNERSHIP

of the \_\_\_\_\_ County of GARFIELD and State of Colorado, the Grantor(s), and  
ENCANA OIL & GAS (USA) INC.

whose legal address is : 350 17TH ST STE 2600, DENVER, CO 80202  
 of the \_\_\_\_\_ County of DENVER and State of Colorado, the Grantee(s):

WITNESS, that the Grantor(s), for and in consideration of the sum of ( \$220,000.00 )  
 \*\*\* Two Hundred Twenty Thousand and 00/100 \*\*\* DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these  
 presents does grant, bargain, sell, convey and confirm unto the Grantee(s), his heirs and assigns forever, all the  
 real property, together with improvements, if any, situate, lying and being in the \_\_\_\_\_ County of  
GARFIELD and State of Colorado, described as follows:  
LOT 3 AND THE NW1/4SE1/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M.

COUNTY OF GARFIELD  
 STATE OF COLORADO

also known as street number SECTION 18, TOWNSHIP 6 SOUTH, RANGE 92 WEST

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining  
 and the reversion and remainders, remainder and remainders, rents, issues and profits thereof; and all the estate, right,  
 title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained  
 premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s),  
 his heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant,  
 bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the executing and delivery  
 of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and inalienable  
 estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain,  
 sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other  
 grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever,  
 SUBJECT TO GENERAL TAXES FOR THE YEAR 2004, AND EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND  
 RIGHTS OF WAY OF RECORD, IF ANY; AND DISTRIBUTION UTILITY EASEMENTS; AND MATTERS NOT SHOWN BY THE PUBLIC  
 RECORDS BUT OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE; AND INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL  
 TAXING DISTRICT, AND THE BENEFITS AND BURDENS OF ANY DECLARATION AND PARTY WALL AGREEMENTS, IF ANY.

The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable  
 possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole  
 or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender  
 shall be applicable to all genders.

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

AIRPORT LAND PARTNERS LIMITED, A COLORADO LIMITED PARTNERSHIP

BY: AIRPORT BUSINESS PARK CORPORATION

STATE OF Colorado )  
 County of GARFIELD ) ss.

*Robert A. Howard*  
 BY: ROBERT A. HOWARD, PRESIDENT



The foregoing instrument was acknowledged before me on this day of April 07, 2004  
 by ROBERT A. HOWARD, PRESIDENT OF AIRPORT BUSINESS PARK CORPORATION, SOLE GENERAL PARTNER OF AIRPORT  
 LAND PARTNERS LIMITED.

My commission expires 7/31/07  
 Witness my hand and official seal.

*Sandra J. Prochery*  
 Notary Public

Name and Address of Person Creating Newly Created Legal Description ( 38-35-106 S. C.R.S. )  
ENCANA OIL & GAS (USA) INC.  
350 17TH ST STE 2600  
DENVER, CO 80202

Record # 04243575  
 Title # 04243575

Form No. 932 Rev 4 94. WARRANTY DEED (Photographic Record MD)



(22.00) 432  
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RECEIVED AT 10 14  
REC- 409298

O'CLOCK A.M. JAN 22 1990  
MILDRED ALSDORF, COUNTY CLERK  
GARFIELD COUNTY, COLORADO

Producers 88—Rev. 1988  
Rocky Mountain (Colo. CBM)

OIL AND GAS LEASE

BOOK 771 PAGE 461

AGREEMENT, made and entered into this 7th day of December 19 89

by and between  
Richard Thompson Dever, a single man and Dorothy Dever, formerly Dorothy Dever Fuller, now a single woman  
P.O. Box 636 99 South Downing Street, #502  
Glenwood Springs, CO 81602 Denver, CO 80209

Party of the first part, hereinafter called lessor (whether one or more) and Pioneer Oil & Gas, a Utah corporation, 6925 Union Park Center, Suite 145, Midvale, Utah 84047 Party of the second part, hereinafter called lessee

WITNESSETH, that the said lessor, for and in consideration of Ten and More (\$10.00 & More) Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, for the sole and only purposes of surveying, by geological, geophysical, and all other methods, exploring, mining and operating for, and producing oil, gas, and other hydrocarbons, and all other minerals or substances, whether similar or dissimilar, including, but not limited to, coalbed methane, helium, nitrogen, carbon dioxide, and all substances produced in association therewith from coal-bearing formations or elsewhere, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipelines, and building tanks, power stations and structures thereon to produce, save, and take care of said products, all that certain tract of land together with any reversionary remainderman

and springing executory rights therein, situate in the County of Garfield State of Colorado described as follows, to wit:

Township 6 South, Range 92 West, 6th PM Township 6 South, Range 93 West, 6th PM  
Sec. 17: SW 1/4 NW 1/4, W 1/2 SW 1/4 Sec. 25: SE 1/4 NW 1/4  
Sec. 18: S 1/2 NE 1/4, N 1/2 SE 1/4, SW 1/4 SE 1/4 Sec. 26: W 1/2 SE 1/4  
Sec. 19: NW 1/4 SE 1/4, Lot 3 (48.42 a.) Sec. 35: S 1/2 SE 1/4, N 1/2 NE 1/4  
Sec. 36: N 1/2 SW 1/4

Township 7 South, Range 93 West, 6th PM  
Sec. 1: Lot 2, (24.00 a.) W 1/2 SW 1/4, NE 1/4 SW 1/4, W 1/2 NW 1/4 SE 1/4  
Sec. 2: Lot 1, (23.65 a.) E 1/2 SE 1/4

together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the

above described land and owned or claimed by lessor, and containing 1036.07 acres, more or less. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations and/or to the discovery, development or cessation at any time of production of oil, gas or other hydrocarbons including coalbed methane or other minerals or substances covered hereby (herein collectively referred to as "oil or gas") or either or any of them, and with all further payments other than the royalties herein provided and notwithstanding anything herein contained to the contrary, it is agreed that this lease shall remain in force for a term of seven (7) years from the date hereof, and as long thereafter as oil and gas, or either or any of them, is produced from said lands or premises pooled therewith or drilling operations are continued as hereinafter provided by the lessee, its successors and assigns. During the term of this lease, lessor agrees not to enter into any oil and gas lease with any other party covering any lands covered by this lease.

2. This is a PAID-UP LEASE. In consideration of the cash down payment, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said lessee covenants and agrees:  
First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipeline to which lessee may connect its wells, the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at lessee's option, lessee may buy or sell such one-eighth (1/8th) royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipelines or into storage tanks.

Second. To pay lessor one-eighth (1/8th) of the net proceeds at the well from the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.

Third. To pay lessor one-eighth (1/8th) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

Fourth. To pay lessor one-eighth (1/8th) of the proceeds received from the sale of any substance covered by this lease, other than oil and gas and the products thereof, which lessee may elect to produce, save, and market from the leased premises.

4. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

5. If a well capable of producing oil or gas is located on said land and is shut-in before production commences, or at any time thereafter, this lease shall continue in effect from the date such well is shut-in until the anniversary date (herein called "said anniversary date") of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in. Lessee may thereafter pay or tender to lessor as royalty, on or before said anniversary date, an amount of \$100.00 per well per year, and if such payment or tender is made, such well shall continue this lease in effect for a further period of one year from said anniversary date, and in like manner and upon like payments or tenders annually made on or before the anniversary date hereof, this lease shall continue in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make a shut-in well payment unless lessor shall have given lessee written notice of such failure to properly or timely make such shut-in well payment and lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

7. Lessee shall have the right to use, free of cost, oil or gas and water produced on said land for its operations thereon, except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. Lessee shall pay for damages caused by its operations in growing crops on said lands. When requested by the lessor, lessee shall bury his pipelines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without written consent of the lessor.

9. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil or gas, or both, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations, or a well shut in anywhere on a unit which includes all or part of this lease shall be treated as if it were production, drilling or reworking operations, or a well shut in under this lease. In lieu of the royalties elsewhere herein specified, excluding shut-in royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

10. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors, and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive royalties hereunder, or of any interest therein, whether by reason of death, conveyance, or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until sixty (60) days after lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceeding showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor, to the full interest claimed; and all advance payments of shut-in royalties made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor. It is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the shut-in royalties due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said shut-in royalties.

11. All provisions hereof, express or implied, shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a cessation of production or of drilling operations due to the application of such laws, governmental orders, rules and regulations or breakdown of equipment or the repairing of a well or wells, or because of such a cessation or a failure to comply with any of the express or implied provisions of this lease if such cessation or failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood, or any other cause reasonably beyond the control of lessee. If lessee shall be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause beyond the control of lessee, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available.

12. In the event lessor considers that the lessee has failed to comply with any obligations hereunder, express or implied, lessor shall notify lessee in writing, specifying in what respect lessor claims lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes, or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any royalties which may be payable to lessor hereunder.  
15. This lease and all its terms, conditions, and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs, devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

100

By: Richard Thompson Dever  
Richard Thompson Dever  
(S.S. #521-60-5425)

By: Dorothy Dever, formerly Dorothy Dever Fuller  
Dorothy Dever, formerly Dorothy Dever Fuller (S.S. #522-48-6139)

Dorothy Dever Fuller

STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

BEFORE ME, the undersigned authority, on this day personally appeared Richard Thompson Dever, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11<sup>th</sup> day of December, 198 9

My commission expires  
My commission expires December 19, 1989.  
901 Grand Avenue  
Glenwood Springs, CO 81601

Elaine Duerr  
Notary Public

STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

BEFORE ME, the undersigned authority, on this day personally appeared Dorothy Dever, formerly Dorothy Dever Fuller, now a single woman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22<sup>nd</sup> day of December, 198 9

My commission expires  
My Commission Expires Nov. 4, 1991

Robert J. Quantock  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument as \_\_\_\_\_ of \_\_\_\_\_, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 198 \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
Notary Public

RETURN TO: Pioneer Oil & Gas, 6925 Union Park Center, #145, Midvale, UT 84047

## Contract Documents



Contract Number: 28057

Document Date: 06.04.2013 State: CO

### Contract File/Contract Document Types:

#### ■ **Contract**

- Area of Mutual Interest
- Communitization Agreement
- Development Contract
- Divestiture
- Encumbrance Documents
- Environmental Contract
- Exchange Agreement
- Farmout
- Farmout Option
- Joint Operating Agreement
- Joint Exploration Agreement
- Letter Agreement
- Participating Area
- Participation Agreement
- Pooling Agreement
- Purchase & Sale Agreement
- Segregation Agreement
- Unit Agreement
- Unit Operating Agreement
- Misc.

#### □ **General**

- Amendment
- Assignment
- BLM Notification
- Contract Brief
- Correspondence
- Data Sheet
- Draft Agreements
- Due Diligence Documentation
- Paying Well Determination
- Plan of Development
- Ratification/Joinders
- Termination/Release Documentation
- Title Opinion

Submitted by: EBryer

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**DECLARATION OF POOLING  
K19CNE UNIT  
(305.25 ACRE POOLED UNIT)**

**STATE OF COLORADO     §  
  §  
COUNTY OF GARFIELD   §**

**WHEREAS**, Encana Oil & Gas (USA) Inc., a Delaware corporation, whose address is 370 17<sup>TH</sup> Street, Suite 1700, Denver, CO 80202 (hereinafter referred to as "Lessee"), is the owner of the oil, gas and mineral leases, as extended and/or amended, and ratifications thereto described in Exhibit "A" (the "Leases"), which cover certain lands in Garfield County, Colorado, as depicted on a plat marked as Exhibit "B"; said Exhibits "A" and "B" are attached hereto and made a part hereof for all purposes; and

**WHEREAS**, each of the Leases provides the Lessee the right to unitize or pool the Leases and the lands covered thereby, in whole or in part, so as to create a unit or pool as may or may not be required to conform with applicable rules and orders of the Colorado Oil and Gas Conservation Commission.

**WHEREAS**, in the judgment of the Lessee, it is necessary and desirable to pool and combine the Leases described in Exhibit "A," insofar as such Leases extend to and cover the lands depicted in Exhibit "B," in order to promote conservation and properly develop and operate those lands for the production of oil and/or gas, condensate, and all other hydrocarbons.

**NOW THEREFORE**, in consideration of the premises, Lessee, acting under and by virtue of the power and authority granted to it by the terms and provisions of the Leases, does hereby pool and combine the Leases described in Exhibit "A," and the leasehold rights, mineral and royalty interests therein, as well as all other interests which may be covered by any agreement or amendment affecting said lands now held by Lessee, or which Lessee may hereinafter acquire, insofar and only insofar, as such Leases, rights, and interests extend to and cover the lands depicted in Exhibit "B" (the "Unit Area"), and further, insofar, and only insofar, as said Leases, rights and interest cover the depths from the surface down to one hundred feet (100') below the base of the stratigraphic equivalent of the Mesa Verde Formation, for the purpose of forming and creating a pooled unit for the drilling for, development of, and production of oil and/or gas, condensate and all other hydrocarbons.

The pooled unit created hereby shall be known as the "K19CNE Unit," containing 305.25 acres, more or less.

The production of oil, gas, condensate, and all other hydrocarbons (after any authorized deductions) shall be allocated on a pro rata acreage basis to and among separate tracts within the Unit Area having any difference in mineral or royalty ownership; that is, the percentage of production allocated to each tract shall be equal to the percentage the tract's surface acreage comprises of the overall surface acreage of the Unit Area, and all working interests, royalties, overriding royalties, or other interest in the oil and/or gas, condensate, and all other hydrocarbons produced from such pooled unit shall be computed and paid on the basis of their respective interest in the pooled substances allocated to the tract or tracts in which they own and interest.

Lessee reserves the continuing right to amend, correct, or alter this instrument and the pooled unit created hereby to the extent permitted by law and the authority granted in the Leases, including, without limitation, the power to (i) change the size, area, and formations covered by the pooled unit; (ii) to successively amend, reform, divide, alter, or revise the configuration of or rearrange any then existing Unit Area, to diminish or expand any Unit Area, and or to dissolve and terminate any then existing unit and create another unit or several units; (iii) to include in the pooled unit designated herein any subsequent oil, gas and mineral leases, amendments, extensions and/or ratifications thereof, covering interest in the Unit Area; and (iv) to include in the pooled unit any undivided interest in the Unit Area which is not otherwise included herein by the respective owner of such undivided interest. Further, by execution of this Declaration of Pooling ("Declaration"), Lessee does not exhaust its right to pool the Leases and lands hereinabove described with other leases and lands as to any other horizon, strata, or substances covered thereby and not pooled herein. Any amendment to this Declaration shall be in writing, signed by Lessee, or its successors in interest or title, filed for record in the office of the Clerk and Recorder of Garfield County, Colorado.

This pooled unit shall be effective as of the date set forth below and shall remain in full force and effect as long as oil and/or gas, condensate or other hydrocarbons are being produced from the pooled unit, drilling or reworking operations are being conducted, delay rentals or shut-in payments are being paid to maintain the Leases or any other provisions of the Leases are being satisfied to maintain the Leases in full force and effect.

The terms of this instrument shall inure to the benefit of and be binding upon the respective parties hereto, the owners or royalty or other interests upon whose behalf the parties are acting, and their heirs, successors, legal representative, and assigns.

IN WITNESS WHEREOF, this instrument is dated and effective the 4<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2013.

ENCANA OIL & GAS (USA) INC.

By *Helen M. Capps*  
Helen M. Capps  
Attorney-in-Fact *190*

ACKNOWLEDGEMENT

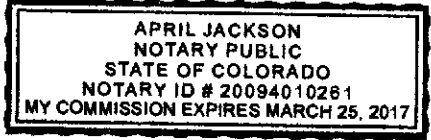
STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

On this 4<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2013, before me personally appeared Helen M. Capps, known to me to be an Attorney-in-Fact for Encana Oil & Gas (USA) Inc. and that she executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_



*April Jackson*  
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Pooling for the K19CNE Unit, containing 305.25 acres, more or less, and dated ~~May~~ <sup>June</sup> 4<sup>th</sup>, 2013.

INSOFAR AND ONLY INSOFAR AS TO LOTS 2, 3, 4, AND THE N/2NE/4, SW/4NE/4 AND NW/4SE/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 92 WEST, 6<sup>TH</sup> P.M., CONTAINING 305.25 ACRES, MORE OR LESS  
GARFIELD COUNTY, COLORADO

Lessor: Catherine Sweeny, a/k/a Catherine J. Sweeny, Individually and As Attorney in Fact for Alfred Sweeny, a/k/a Alfred A. Sweeny, her husband, under that certain P-O-A, dated April 1988, and recorded in Bk. 754, Pg. 757 of the records of Garfield County, Colorado

Original Lessee: Mobil Oil Corporation

Present Lessee: Encana Oil & Gas (USA) Inc.

Lease Date: July 14, 1989

Recorded: Book 779, Page 726, Garfield County, Colorado

Description of Lands: Township 6 South, Range 92 West, 6<sup>th</sup> P.M.  
Section 8: SE/4SW/4  
Section 16: SW/4SW/4, W/2NW/4NE/4, Westerly 30 feet of the E/2NW/4NE/4, NE/4NW/4, less and except that portion lying Northerly of the Rising Sun Ditch.  
Section 17: SW/4NE/4, E/2NW/4, E/2SW/4, SE/4  
Section 18: SE/4SE/4  
Section 19: Lot 2 (SW/4NW/4 48.48 ac), N/2NE/4, SW/4NE/4  
Also Section 8: SW/4SW/4 and Section 17: NW/4NW/4, less and except that part conveyed to George Yule recorded in Bk. 32, Pg. 425 of the offices of County Clerk, Garfield County, Colorado, containing 56.75 acres, more or less.  
Township 7 South, Range 92 West, 6<sup>th</sup> P.M.  
Section 17: W/2NW/4, NW/4SW/4  
Section 18: NE/4SE/4  
Garfield County, Colorado, containing 891.73 acres.

Lessor: J. Gentry and Carol L. Gentry, husband and wife

Original Lessee: Mobil Oil Corporation

Present Lessee: Encana Oil & Gas (USA) Inc.

Lease Date: May 9, 1989

Recorded: Book 779, Page 765, Garfield County, Colorado

Description of Lands: Township 6 South, Range 92 West, 6<sup>th</sup> P.M.  
Section 8: SE/4SW/4  
Section 16: SW/4SW/4  
Section 17: SW/4NE/4, E/2NW/4, E/2SW/4, SE/4  
Section 18: SE/4SE/4  
Section 19: Lot 2 (SW/4NW/4 48.48 ac), N/2NE/4, SW/4NE/4  
Also Section 8: SW/4SW/4 and Section 17: NW/4NW/4, less and except that part conveyed to George Yule recorded in Bk. 32, Pg. 425 of the offices of County Clerk, Garfield County, Colorado, containing 56.75 acres, more or less.  
Township 7 South, Range 92 West, 6<sup>th</sup> P.M.  
Section 17: W/2NW/4, NW/4SW/4  
Section 18: NE/4SE/4  
Garfield County, Colorado, containing 831.73 acres.

Lessor: Richard Thompson Dever, a single man, and Dorothy Dever, formerly Dorothy Dever Fuller, now a single woman

Original Lessee: Pioneer Oil & Gas, a Utah corporation  
Present Lessee: Encana Oil & Gas (USA) Inc.  
Lease Date: December 7, 1989  
Recorded: Book 771, Page 464, Garfield County, Colorado  
Description of Lands: Township 6 South, Range 92 West, 6<sup>th</sup> P.M.  
Section 17: SW/4NW/4, S/2SW/4  
Section 18: S/2NE/4, N/2SE/4, SW/4SE/4  
Section 19: NW/4SE/4, Lot 3 (48.42 a.)  
Township 7 South, Range 93 West, 6<sup>th</sup> P.M.  
Section 1: Lot 2 (24.00 a.), W/2SW/4, NE/4SW/4, W/2NW/4SE/4  
Section 2: Lot 1 (23.65 a.), E/2SE/4  
Township 6 South, Range 93 West, 6<sup>th</sup> P.M.  
Section 25: SE/4NW/4  
Section 26: W/2SE/4  
Section 35: S/2SE/4, N/2NE/4  
Section 36: N/2SW/4  
Garfield County, Colorado, containing 1036.07 acres, more or less.

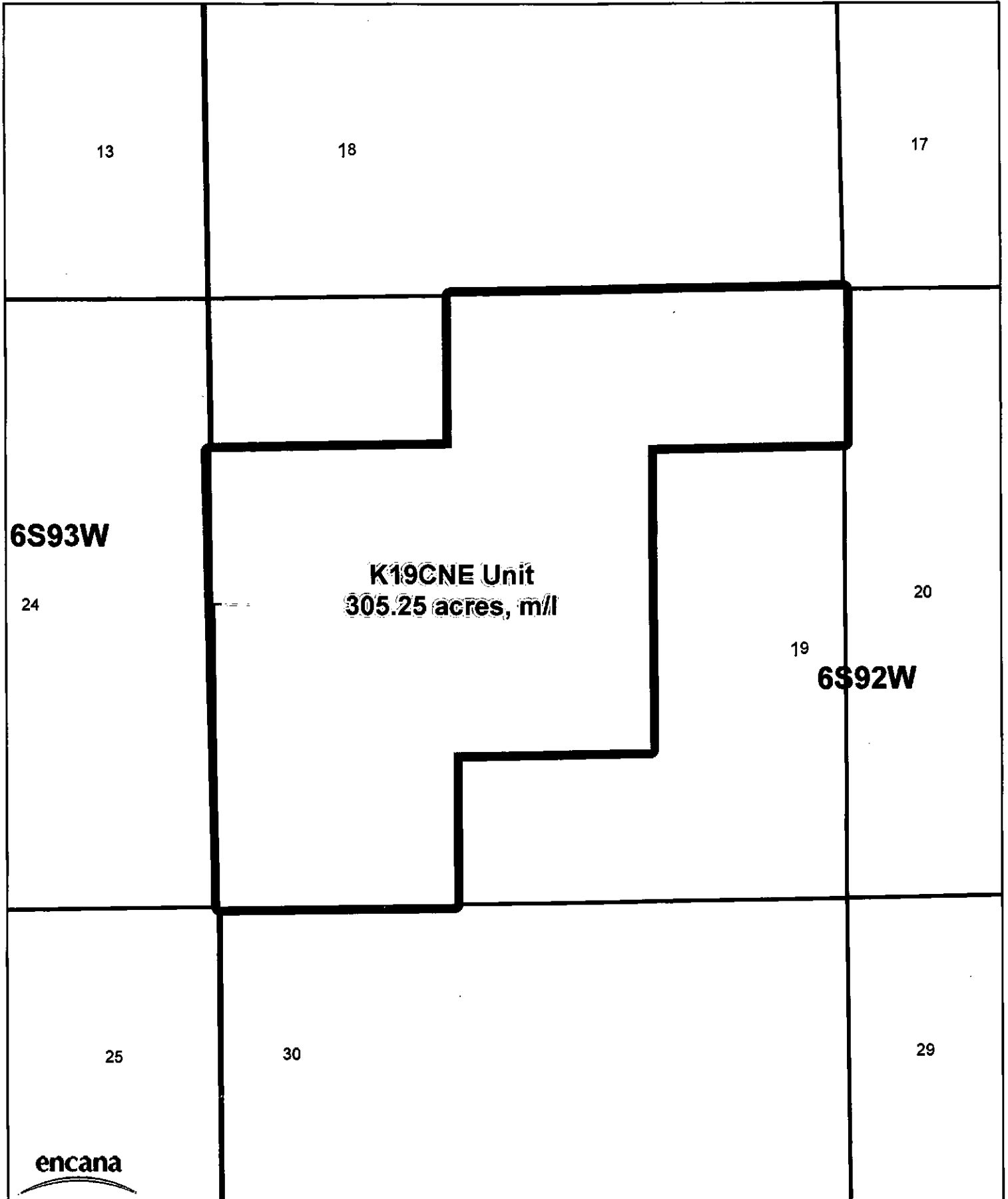
Lessor: Larry R. Wiskirchen, aka Lawrence R. Wiskirchen, a married man dealing in his sole and separate property

Original Lessee: Ballard Petroleum LLC  
Present Lessee: Encana Oil & Gas (USA) Inc.  
Lease Date: May 4, 1999  
Recorded: Book 1136, Page 763, Garfield County, Colorado  
Description of Lands: Township 6 South, Range 92 West, 6<sup>th</sup> P.M.  
Section 19: Lot 4  
Section 30: Lot 1, Lot 2  
Garfield County, Colorado, containing 144.93 acres, more or less.



### Exhibit "B"

Attached to and made part of that certain Declaration of Pooling for K19CNE Unit,  
containing 305.25 acres, more or less, and dated June 4<sup>th</sup>, 2013.





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EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT, dated effective April 2, 2004, is made by and between Airport Land Partners Limited, located at 312 Aspen Airport Business Center, Suite A, Aspen, CO 81611-2568 ("GRANTOR") and EnCana Oil & Gas (USA) Inc., located at 950 17<sup>th</sup> Street, Suite 2600, Denver, Colorado 80202 ("GRANTEE").

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WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, convey and confirm unto Grantee, the following.

- A. **ACCESS EASEMENT:** A non-exclusive easement and right-of-way to construct, maintain, and remove an access road for ingress and egress across the lands identified on Exhibit "A" attached hereto and made a part hereof for the purpose of drilling and completing one or more wells on leasehold owned by Grantee. Said access easement shall be approximately forty feet (45') in width, with a sixteen (16') foot travel surface. Grantee has the right to use an additional thirty feet (30') of land as temporary workspace as Grantee determines necessary to the exercise of the rights granted herein.
- B. **PIPELINE RIGHT-OF-WAY:** An easement and right-of-way to construct, lay, maintain, operate, alter, replace, remove one gas pipeline and one water pipeline including but not limited to valves, regulators, meters, separators, purification equipment and pipeline with fittings, appliances, and appurtenant facilities. The pipeline shall be used for the transportation and processing of oil, natural gas, petroleum products or any other liquids, gases or substances which can be transported through a pipeline and for other purpose. The approximate pipeline route is depicted on Exhibit "B", attached hereto and made a part hereof. Said easement and right of way shall be fifteen feet (15') in width, being seven and one half feet (7.5') on each side of a center line of the right-of-way. During the period of pipeline construction, Grantee shall have the right to use an additional strip of land forty feet (40') in width along and on either side of the easement and right of way described in this paragraph, except where Grantee's activities will interfere with irrigation ditches, streams or creeks. Grantee shall bury the pipeline with a minimum of 36 inches (36") of soil from the top of the pipeline to the normal surface of the ground. The affected areas shall be recontoured and reseeded with species which are consistent to adjacent, undisturbed areas upon completion of pipeline construction to prevent erosion. Grantee shall be permitted to cut all undergrowth and other obstructions that may injure, endanger or interfere with the use of said pipeline.

The lands that are the subject of the above described access easement, pipeline easement and right-of-way are hereinafter referred to as "Subject Lands". Grantor reserves the right to the full use and enjoyment of the Subject Lands except for the purposes herein granted.

The foregoing rights and privileges of Grantee are further conditioned upon the following:

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1. **DAMAGES** Grantee shall either repair and/or pay Grantor for damages (if any) caused by its operations on the Subject Lands relative to growing crops, buildings, ditches, fences and livestock of Grantor or Grantor's surface lessees. Grantee shall not alter the natural flow of any creeks, streams, or irrigation ditches relative to the Subject Lands.
2. **MAINTENANCE** The access road shall be maintained by Grantee in accordance with Bureau of Land Management standards.
3. **GRANTOR'S DUTIES AND OBLIGATIONS** Grantor shall have the right to use and enjoy the above-described premises, subject to the rights herein granted. Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee, and Grantor shall not build, construct, or permit to be built or constructed, any structure or obstruction, or impound water or other substance, or change the grade on or over said road, provided, however, at such time as Grantor undertakes development of the property adjacent to and including the Subject Lands, Grantor shall have the right, at Grantor's expense, to provide Grantee with an alternate legal access, equivalent in grade and surface, in which event the access provided in this Agreement shall be abandoned.
4. **LIABILITY OF THE PARTIES.** Grantee covenants and agrees to fully defend, protect, indemnify, and hold harmless Grantor, its partners, employees and agents, from and against each and every claim, demand or cause of action and liability, cost and/or expense (including but not limited to reasonable attorney's fees and costs incurred in defense of Grantor, its officers, directors, employees and/or agents), for damage or loss in connection therewith, which may be made or asserted by Grantee, Grantee's partners, employees and/or agents, or which may be asserted by any third party, on account of personal injury or death or property damage caused by, arising out of, or in any way incidental to, or in connection with Grantee's use of the Subject Lands or the rights granted hereunder, except to the extent such damage or injury results from the actions of Grantor, its partners, employees, contractors, or agents. Where personal injury, death, or loss of or damage to property is the result of the joint actions of Grantor or its partners, employees, contractors, agents and Grantee, Grantee's duty of indemnification shall be in proportion to its allocable share of such action.
5. **DRUGS, ALCOHOL AND FIREARMS:** Grantee shall not allow the use or possession of illegal drugs or other unlawful substances or alcohol or firearms by Grantee or its contractors, sub-contractors, agents, business invitees or other visitors while on the Subject Lands or adjacent lands.
6. **HUNTING AND FISHING:** No hunting, trapping or fishing is permitted on the Subject Lands or adjacent lands and no such rights are granted by this Agreement.
7. **GOVERNING LAW:** This Agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the laws of the State of Colorado.
8. **MISCELLANEOUS:** This Agreement contains the entire agreement between Grantor and Grantee and any prior oral representations or understanding concerning this Agreement or its subject matter shall be of no force and effect.



This Agreement is subject to all contracts, leases, liens, easements and encumbrances or claims of title which may affect the Subject Lands and nothing contained herein shall be construed as a covenant or warranty against the existence of any thereof.

The terms and provisions of this Agreement shall extend to and be binding upon the parties and their successors and assigns

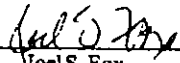
IN WITNESS WHEREOF, the parties have executed this Easement and Right-of-Way Agreement the day and year indicated below but effective on the date first set forth above.

GRANTOR.  
Airport Land Partners Limited  
By Airport Business Park Corporation, General Partner

By   
Robert Howard, President

Date 7/2/04

GRANTEE  
ENCANA OIL & GAS(USA) INC.

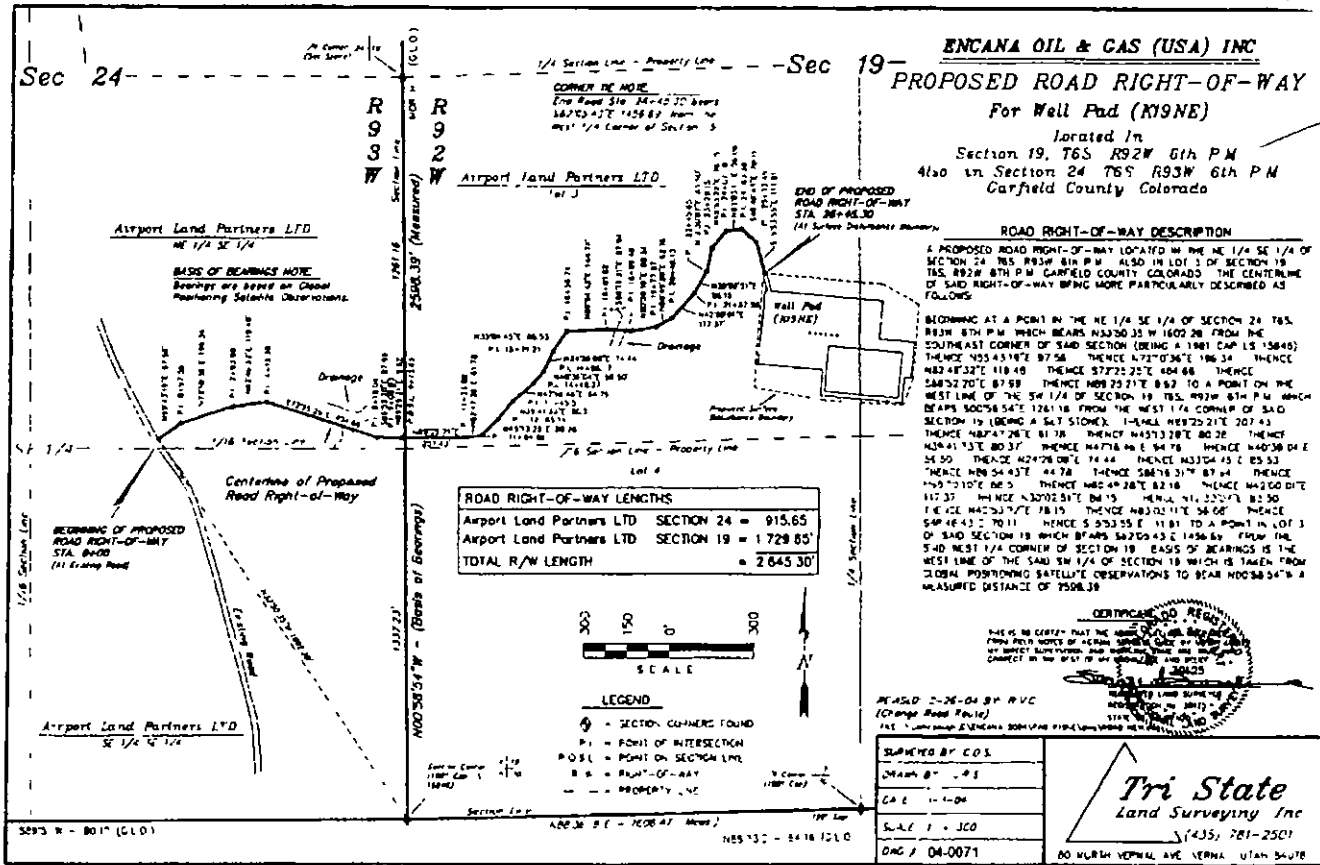
By   
Joel S Fox  
Attorney-in-Fact

Date 7/2/04



EXHIBIT A

650315 04/16/2004 03:17P B1578 P393 H ALSDORF  
5 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO



GM NE  
GM

EXHIBIT B

650315 04/16/2004 03:17P B1578 P384 R ALSDORF  
6 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

