

## ***ADMINISTRATIVE PERMIT MTEH 7-10-6490***

for

*One Minor Temporary Employee Housing  
Facility located on property owned by Encana  
Oil and Gas (USA) Inc. on a natural gas well pad  
described as P-32 with APD # 20092503*

*Parcel Number: 2135-273-00-015*

In accordance with and pursuant to the Garfield County Land Use Resolution of 2008, as amended, of the Board of County Commissioners of Garfield County, State of Colorado, the Director of the Building and Planning Department hereby authorizes, by Administrative Permit, the following activity:

*The installation of one Minor Temporary Employee Housing  
Facility located in Section 32, Township 5 South, Range 95 West.*

The Administrative Permit is issued subject to the conditions set forth in Exhibit A (attached hereto), and shall be valid only during compliance with such conditions and other applicable provisions of the Garfield County Zoning Resolution, Subdivision Regulations, Building Code, and other regulations of the Board of County Commissioners of Garfield County, Colorado.

BUILDING AND PLANNING DEPARTMENT,  
GARFIELD COUNTY, COLORADO

Director

Date

11/22/10

## Exhibit A

**Section 7-808 (D) (2):** The applicant shall adhere to the following Minor Temporary Employee Housing Facility Characteristics and Standards:

- a. Minor Temporary Employee Housing Facilities, in the nature of Factory Built Nonresidential Structures [as defined under C.R.S. 24-32-3302(a)] and/or recreational vehicles [as defined under C.R.S. 42-1-102 (61), with the addition that such truck, truck tractor, motor home or camper trailer is being used for temporary living quarters and not recreational purposes], may be granted land use approval for projects related to commercial, industrial and mineral extraction operations by the Building and Planning Department Director (Director), through the Minor Permit process. Such housing shall be of a temporary nature, and at the expiration or other termination of the Minor Permit, all structures, foundations and associated infrastructure shall be completely removed. Such facilities are subject to all applicable requirements of Garfield County building and fire codes (building code, fire code), state and federal permits and relevant fire protection district(s) fire code requirements.

Minor Permits shall have all of the following basic characteristics:

- 1) The Minor Temporary Employee Housing Facility and any associated infrastructure ("Minor Facility(ies)") must be completely contained within a state or federally permitted parcel (i.e. Colorado Oil and Gas Conservation Commission (COGCC) approved oil/gas well pad) in which reclamation and revegetation are secured with the permitting agency (Permitted Site); and,
- 2) The Minor Facility is located at a Permitted Site for less than a cumulative of one (1) year; and,
- 3) The Minor Facility shall have occupancy of nine (9) to twenty-four (24) people who are employees, contractors or sub-contractors of the operator and are safety of the related commercial, industrial, extraction or highway operations.

Temporary employee housing facilities that do not have the three characteristics listed above, i.e., have an occupancy of eight (8) or fewer people or 25 or more people, on location for more than a cumulative of one (1) year or not completely contained within a Permitted Site, i.e. "Small Facility" or "Major Facility", are subject to the Major Impact Review process and standards and requirements contained in Article 7-808(D)(1-3) and the enforcement provisions of Article XII.

- b. The Minor Facility shall adhere to the following Minor Permit standards:

- 1) Minor Facilities must comply with all applicable federal, state and local laws and regulations.
- 2) Operator must keep and maintain appropriate records, to be provided to the County or any interested third party upon request, to demonstrate that potable water supplied and sewage and wastewater meet the representations contained within the application, as required.





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- 3) In no case shall unsafe water be used for drinking nor shall raw sewage or contaminated water be discharged on the ground surface. The operator shall conduct monthly tests (or quarterly if an on-site disinfection system is installed) and maintain records of potable water samples specific for coli form bacteria. Any tests indicating coli form contamination must be disclosed to the Garfield County Board of Health or designee within 72 hours from the time the contaminated water was tested.
- 4) Minor Facilities shall be maintained in a clean, safe and sanitary condition, free of weeds and refuse. Any hazardous or noxious materials that must be stored at the Minor Facility for operational or security reasons must be managed in accordance with all applicable federal, state and local laws and regulations.
- 5) At least one thirty (30) gallon (4 cubic feet) wildlife-proof refuse container shall be provided for each factory built nonresidential structure or recreational vehicle unit. Said container(s) must be durable, washable, non-absorbent metal or plastic with tight-fitting lids.
- 6) Refuse shall be disposed of weekly, at a minimum. Operators must keep appropriate records, to be provided to the County or any interested third party upon request, to demonstrate that refuse is collected in a timely fashion and disposed of at a licensed facility.
- 7) Outdoor food storage is prohibited unless facilities that prevent the attraction of animals to the Minor Facility are provided.
- 8) Factory built nonresidential structures or recreational vehicle units equipped by the manufacturer with a fire sprinkler system, fire detection system, and/or alarm system shall be inspected, tested, and maintained in accordance with 2003 IFC §901.4 and §901.6 or subsequent adopted fire code and as required by the relevant fire protection district(s). Smoke alarms and manual fire alarm systems shall be installed, inspected and maintained in all other factory built nonresidential structures or recreational vehicle units in accordance with 2003 International Fire Code (IFC) §907.2.9 and §907.2.10 or subsequent adopted fire code and the requirements of the relevant fire protection districts.
- 9) Single-station carbon monoxide alarms shall be placed in each factory built nonresidential structure or recreational vehicle unit.
- 10) One (1) or more approved fire extinguisher(s) of a type suitable for flammable liquids, combustible materials and electrical fires (Class A, Class B and Class C), or dry chemical, shall be located in each factory built nonresidential structure or recreational vehicle unit and placed in accordance with applicable codes.
- 11) Inhabitants of the Minor Facility shall be Temporary Employee Housing Operator's employees and/or subcontractors, working on the related commercial, industrial or mineral extraction operation, and not dependents of employees, guests or other family members.
- 12) Within 10 days following the expiration or other termination of the Minor Permit or represented date of removal identified within the Minor Permit, all housing



structures, foundations and associated infrastructure shall be completely removed. The Operator shall provide the Department with photos, dated and signed by the Operator's Compliance Officer, indicating that all housing structures, foundations and associated infrastructure has been removed within the specified timeframe.

- 13) No domestic animals are allowed at a Minor Facility.
- 14) A water storage tank shall be required to provide water to the sprinkler system and initial suppression activities. The size of the water tank shall be determined based on sprinkler calculations and initial suppression demands. The size of the water storage tank shall be determined by the relevant fire protection district. If the Minor Facility is located outside the boundaries of a fire protection district, then each Minor Facility shall have at least one (1) water storage tank with a minimum of 2,500 gallons of water for initial fire suppression, operation of sprinkler systems (if applicable) and wild land fire protection.
- 15) All emergency situations requiring action by any government agency or fire protection district shall be documented in writing and presented to the Planning Department and Garfield County Sheriff's Office within 24 hours of the occurrence.
- 16) All required Access Permits shall be obtained from the Garfield County Road and Bridge Department or the Colorado Department of Transportation.
- 17) The Garfield County Sheriff's Office and relevant fire protection district(s) must be notified at least 24 hours prior to installation and removal of each Minor Facility. The Department shall be copied on all such notification, whether hard copy or electronic.
- 18) The Operator shall maintain records identifying workers, whether employees or sub-contractors, and documenting the dates that each worker is housed at the Minor Facility. Such records shall be provided to the County or any additional third party upon request.
- 19) Wastewater Disposal:
  - (a) Vault System: All vault systems shall be designed and installed to accommodate the maximum number of persons, identified within the Minor Permit application, who will inhabit the Minor Facility. In addition, all vault systems shall be equipped with an overflow alarm device. Vault systems shall be designed to accommodate a minimum of 75 gallons of wastewater per person per day. If a vault system is proposed or has been approved, the Temporary Employee Housing Operator/Operator must:
    - (1) Demonstrate that year-round vehicular access is available and maintained for safe and regular access for sewage hauling vehicles.
    - (2) Provide a copy of the contract for hauling sewage.
    - (3) Maintain all sewage disposal records including but not limited to trip logs/reports and landfill receipts as public records, available to the County and/or any other interested third party upon request.





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- (4) If the total waste production from a facility will be 2,000 gallons per day or greater based on a production of 75 gallons of wastewater generation per person per day, then the facility shall be serviced by an ISDS installed as per State standards. Hauled sewage and wastewater service shall not be permitted for any facility which will generate a total of 2,000 gallons or greater of wastewater and sewage per day.
- (b) Individual Sewage Disposal System (ISDS): If an ISDS is proposed or has been approved, then it shall be designed, installed and operated to accommodate the maximum number of persons who will inhabit the Minor Facility and shall otherwise be operated in accordance with the Garfield County ISDS regulations as contained in Resolution 2008-82.





November 5, 2010

Attention: Mr. Bryan Burns  
Berry Petroleum Company  
1999 Broadway, Suite 3800  
Denver, CO 80202

**RE: MTEH 7-10-6490 – Minor Temporary Employee Housing – Encana Oil and Gas**

Dear Bryan:

This office is in receipt of an Application for a Minor Temporary Employee Housing Facility operated by Berry Petroleum Company in the Resource Lands - Plateau Zone District. The Administrative Permit requested is for a property owned by Encana Oil and Gas and is to be located on a well pad described by APD 20092503 (P-32). The subject parcel is described by tax ID 2135-273-00-015.

More specifically, the Applicant requests approval for one Minor Temporary Employee Housing facility to house 9 to 24 personnel for the purpose of natural gas drilling operations. The Applicant has represented that the facility will be on-site for less than one year, will have water hauled to the site and a vault-and-haul scenario for handling sewage and wastewater.

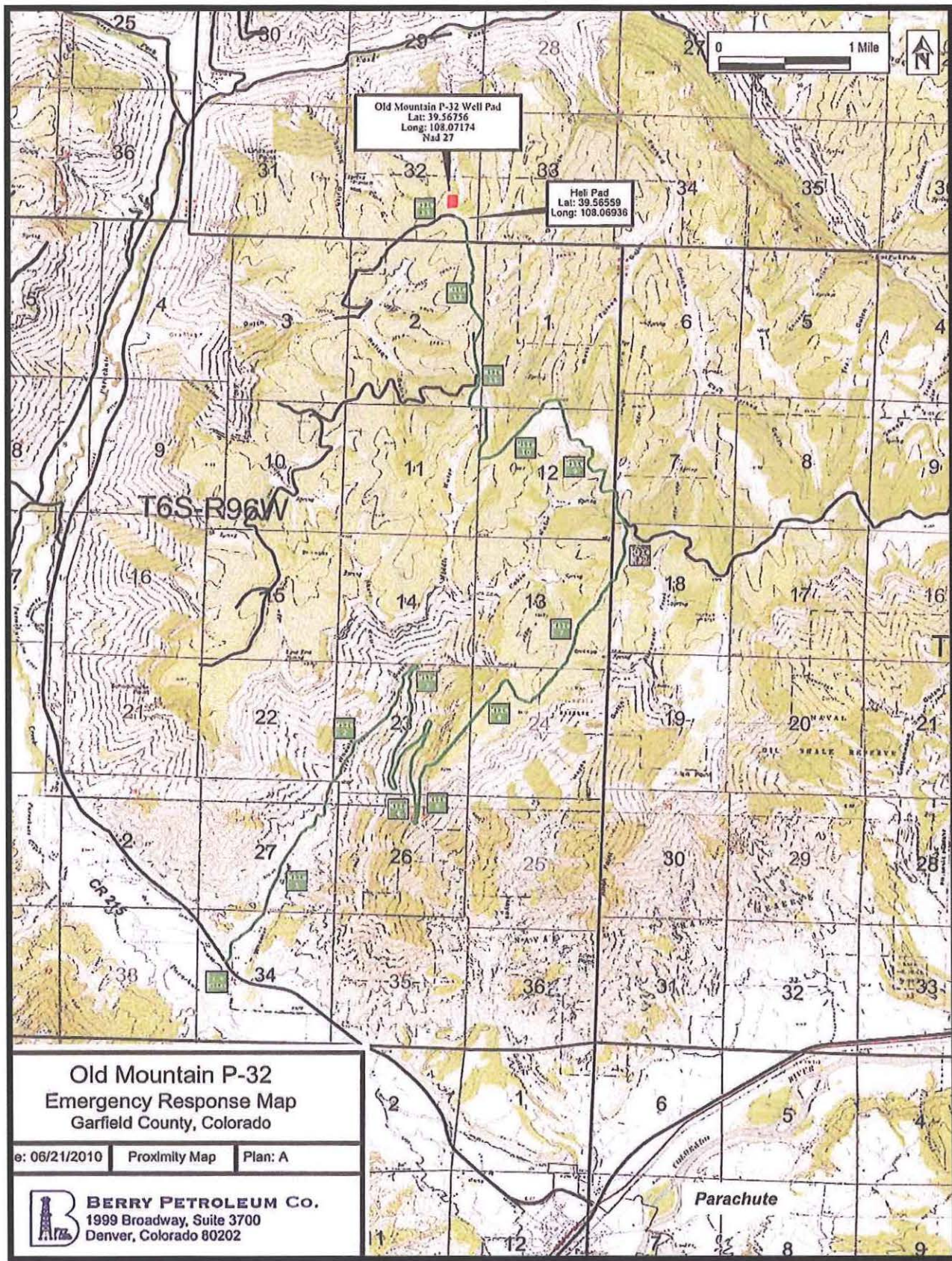
This site is remote and must be contained on an approved COGCC well pad along with other drilling facilities. The Minor Temporary Employee Housing facility will be in use year round to accommodate those considered to be "essential personnel" to the drilling operations.

The installed facility is required to meet all applicable building and fire code requirements.

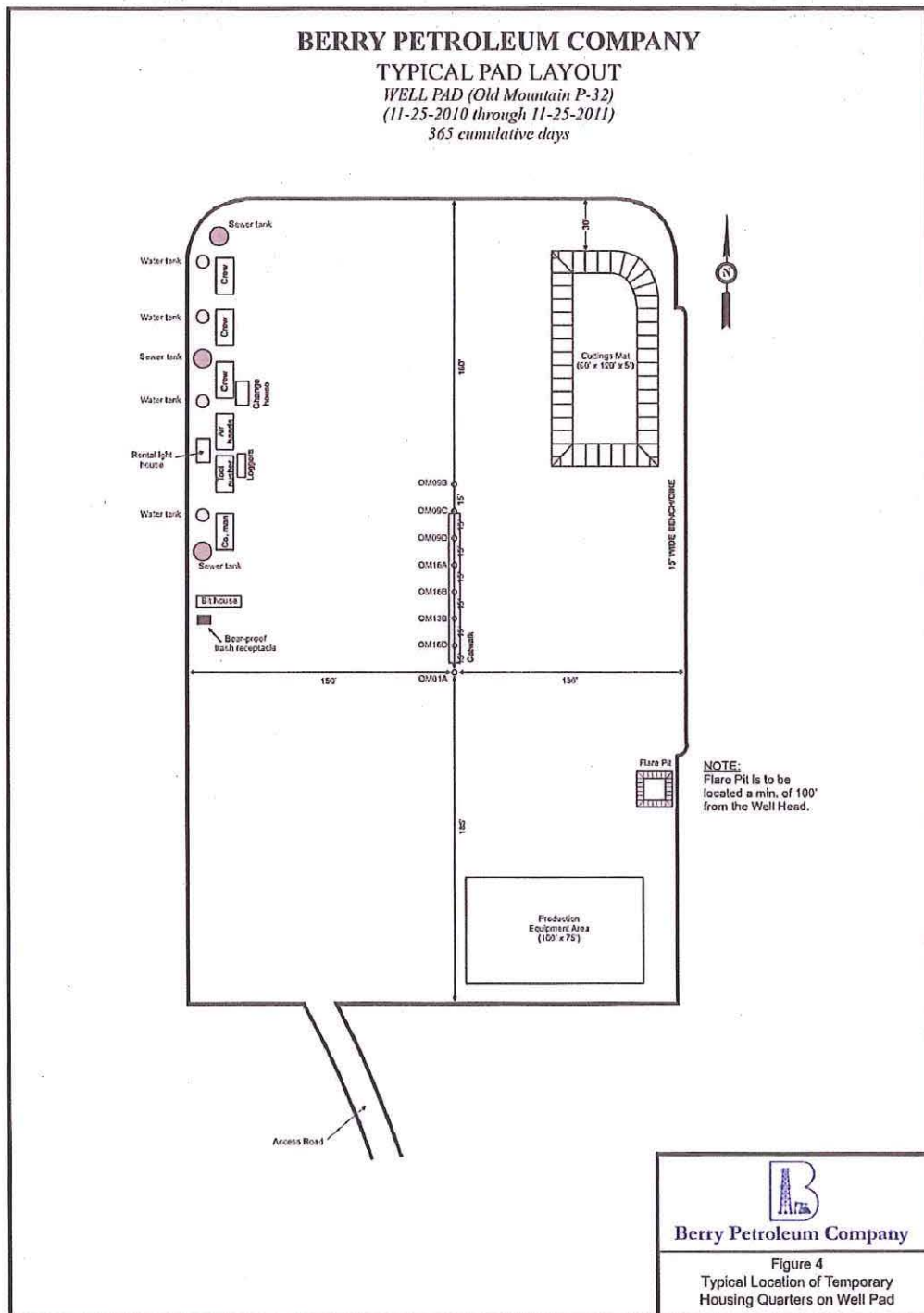
Estimated Dates of Operation:

Installation:	November 25, 2010
Removal:	November 25, 2011
Total Estimated Time on Site:	365 Days









**Site Plan – Well Pad P-32**



**Housing Facilities:** The Applicant has represented that one (1) company manager trailer, one (1) logger trailer, and three (3) crew trailers are to be used on-site. A more detailed breakdown includes:

The following table the trailers and estimated number of occupants for the temporary employee housing at the Well Pad P-32.

Trailer	Use	Occupants
Company Man	Living	1
Loggers	Office/Living	1
Crew	Living	Up to 22 ↓
Crew	Living	
Crew	Living	
Total Living on Location		24 or less

Buildings provided at Well Pad P-32 are constructed to meet all Garfield County building requirements. Certifications from the Colorado Department of Housing (CDOH) have been obtained demonstrating that the buildings meet the appropriate specifications. The crew structures will be improved with the required sprinkler system. Photographs of the Colorado Division of Housing certification tags have been provided. Should different CDOH approved units be placed on-site, written documentation will be provided to the inspector during the Garfield County Building Department inspection.

All trailers, potable water systems and wastewater systems will be located within the confines of the well pad as approved by the COGCC.

**Water:** The Applicant is proposing potable water including bottled water and potable water stored in potable water tanks. The potable water is to be hauled to the facility using a water hauling contractor. The Applicant is required to use CDPHE certified potable water haulers who are obtaining the water from an approved source. All water must be treated prior to delivery to a facility. The Applicant has represented that the facility is capable of storing 12,000 gallons of potable water. The Applicant has represented that the tanks will be refilled at a 3-4 day frequency. A 2,500 gallon water tank for wildland fire suppression is also proposed.

The Applicant has provided a letter from Artesian Water Service, stating that they will provide potable water hauling services for Berry Petroleum Company.

**Sewage:** Sewage and Wastewater are proposed to be handled by a vault-and-haul system with a 12,000 gallon storage capacity. Based on the Garfield County Unified Land Use Resolution 2008, the Applicant will provide a minimum of 75 gallons per person per day of storage capacity for sewage and wastewater. The Applicant has represented that the tanks will be emptied 2 to 3 times per week. In addition, the tanks are to be equipped with a secondary containment in case of leaks occur and a high level alarm which will sound when the tank reaches 80% capacity.

The Applicant has provided a letter indicating that Down Valley Septic, LLC. will provide the sewage hauling service for Berry Petroleum Company.

Refuse: This facility is to be equipped with a minimum of the equivalent of one thirty (30) gallon bear-proof refuse receptacle. The receptacles will be emptied by a refuse hauler at least once per week and disposed of at the Garfield County landfill near Rulison.

The Applicant has provided a letter from Western Colorado Waste stating they will be providing hauling service.

Renewal: Minor Temporary Employee Housing Facilities are limited to a cumulative of one year on location. No renewals are available for Minor Temporary Employee Housing Facilities.

Reclamation and Revegetation: All housing structures and associated equipment will be located on the COGCC approved well pad. As such, reclamation is to be handled by the COGCC and secured through the appropriate bond.

Public Notice: The Applicant conducted the required public notice to all necessary parties via certified mail.

Referral Agencies: The Applicant has conducted all necessary referrals prior to submittal of the application. The Garfield County Sheriff's Office and the Grand Valley Fire Protection District have provided an email and letter (respectively) indicating that they no concerns.

Previous Violations by Operator: The Operator, Berry Petroleum Company, is not currently under review or under any other code enforcement action by Garfield County in relation to a Minor Temporary Employee Housing Facility.

It is the Director's opinion that this Minor Temporary Employee Housing permit meets the requirements set forth in Section 7-808 (D) (2) "Minor Temporary Employee Housing Facilities (Minor Permit)" of the Garfield County Unified Land Use Resolution 2008 as amended as long as the conditions listed below are satisfied.

**Section 7-808 (D) (2):** The applicant shall adhere to the following Minor Temporary Employee Housing Facility Characteristics and Standards:

- a. Minor Temporary Employee Housing Facilities, in the nature of Factory Built Nonresidential Structures [as defined under C.R.S. 24-32-3302(a)] and/or recreational vehicles [as defined under C.R.S. 42-1-102 (61), with the addition that such truck, truck tractor, motor home or camper trailer is being used for temporary living quarters and not recreational purposes], may be granted land use approval for projects related to commercial, industrial and mineral extraction operations by the Building and Planning Department Director (Director), through the Minor Permit process. Such housing shall be of a temporary nature, and at the expiration or other termination of the Minor Permit, all structures, foundations and associated infrastructure shall be completely removed. Such facilities are subject to all applicable requirements of Garfield County building and fire codes (building code, fire code), state and federal permits and relevant fire protection district(s) fire code requirements.



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    - (1) Demonstrate that year-round vehicular access is available and maintained for safe and regular access for sewage hauling vehicles.
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    - (4) If the total waste production from a facility will be 2,000 gallons per day or greater based on a production of 75 gallons of wastewater generation per person per day, then the facility shall be serviced by an ISDS installed as per State standards. Hauled sewage and wastewater service shall not be permitted for any facility which will generate a total of 2,000 gallons or greater of wastewater and sewage per day.
  - (b) Individual Sewage Disposal System (ISDS): If an ISDS is proposed or has been approved, then it shall be designed, installed and operated to accommodate the maximum number of persons who will inhabit the Minor Facility and shall otherwise be operated in accordance with the Garfield County ISDS regulations as contained in Resolution 2008-82.

Should you have additional questions, do not hesitate to contact this office.

Sincerely,

*Molly Orkild-Larson*

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Molly Orkild-Larson, AICP, RLA  
Senior Planner

970.625.5903





October 7, 2010

Attention: Mr. Bryan Burns  
Berry Petroleum Company  
1999 Broadway, Suite 3800  
Denver, CO 80202

**RE: MTEH 7-10-6490 – Minor Temporary Employee Housing – Encana Oil and Gas**

Dear Bryan:

This office is in receipt of your revised Application for a Minor Temporary Employee Housing Facility operated by Berry Petroleum Company in the Resource Lands - Plateau Zone District. The Administrative Permit requested is for a property owned by Encana Oil and Gas and is to be located on a well pad described as APD 20092503 (P-32). The subject parcel is described by tax ID 2135-273-00-015.

This letter is to inform you that the application has been deemed **technically complete**. Please be advised that as of the date of this letter, the Planning Director has up to 14 calendar days to make a determination of approval, approval with conditions or denial. Once a determination has been made, a 14 calendar day call-up period is required per Article IV, Section 4-108 (A) (2) before the determination becomes final. The call-up period allows the Board of County Commissioners, neighboring property owners, the surface estate owner, the Applicant or the mineral estate owner the right to dispute the determination of the Director.

Should you have additional questions, do not hesitate to contact this office.

Sincerely,

*Molly Orkild-Larson*

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Molly Orkild-Larson, AICP, RLA  
Senior Planner

970.625.5903



September 28, 2010

Chris Freeman  
Berry Petroleum Company  
950 17<sup>th</sup> Street, Suite 2400  
Denver, CO 80202

Re: Berry Petroleum Company Temporary Mobile Home Quarters  
Encana Oil & Gas (USA) Inc. North Parachute Ranch  
Garfield County, Colorado


Dear Mr. Freeman:

Encana Oil & Gas (USA) Inc., owner of the surface of the North Parachute Ranch, agrees to permit Berry Petroleum Company to install and operate temporary mobile home quarters on its surface under the following terms and conditions:

1. Each temporary employee housing site will be located on an active or recently active drilling location.
2. Berry will provide 24-hour supervision of the temporary housing sites and will routinely check the housing facilities to verify the residents of these sites are in compliance with Berry company policies.
3. Supervisors will additionally ensure compliance with all terms and conditions of that certain Surface Use License Agreement dated June 7, 2006 and entered into by and between Berry Petroleum Company and Encana Oil & Gas (USA) Inc.
4. Berry will install and operate the proposed temporary employee housing quarters in accordance with all applicable State and County laws and regulations.

Please advise if you require additional information in this regard.

Very truly yours,

  
Ricardo D. Gallegos  
Team Lead – Land  
Sough Rockies Business Unit  
Encana Oil & Gas (USA) Inc.

**Encana Oil & Gas (USA) Inc.**  
370 17th Street, Suite 1700  
Denver, Colorado USA 80202  
t 303.623.2300  
[www.encana.com](http://www.encana.com)

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned executes this Statement of Authority on behalf of Encana Oil & Gas (USA) Inc., a Delaware corporation (corporation, limited liability company, general partnership, registered limited liability partnership, registered limited liability limited partnership, limited partnership association, government agency, trust or other), an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is Encana Oil & Gas (USA) Inc. and is formed under the laws of Delaware.

The mailing address for the Entity is 370 17th Street, Suite 1700, Denver, CO 80202.

The name and/or position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is Ricardo D. Gallegos.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None

(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are: None

(if no other matter, leave this section blank)

EXECUTED this 28th day of September, 2010.

Signature: Mary A. Viviano

Name (typed or printed: Mary A. Viviano

Title (if any): Secretary of Encana Oil & Gas (USA) Inc.

STATE OF Colorado )  
City and COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 28th day of September, 2010 by Mary A. Viviano, on behalf of Encana Oil & Gas (USA) Inc., a Delaware corporation.

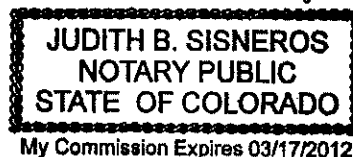
Witness my hand and official seal.

My commission expires: 3-17-12

Judith B. Sisneros  
(Notary Public)

[SEAL]

05/09





## SURFACE USE LICENSE AGREEMENT

THIS SURFACE USE LICENSE AGREEMENT (this "Agreement"), entered into this 7th day of June, 2006, by and between Berry Petroleum Company, whose office address is 950 17<sup>th</sup> Street, Suite 2400, Denver, Colorado 80202 ("BERRY"), and EnCana Oil & Gas (USA) Inc., whose office address is 370 17<sup>th</sup> Street, Suite 1700, Denver, Colorado 80202 ("ENCANA"), hereinafter individually referred to as a "Party" and collectively as the "Parties."

### WITNESSETH

**WHEREAS**, BERRY intends to develop its oil and gas leasehold by drilling wells located on certain ENCANA surface lands described on the attached Exhibit A and referred to herein as the "License Area," as it may be reduced from time to time, all as provided in greater detail in that Certain Carry and Earning Agreement executed by and between the Parties dated effective June 7, 2006 (the "C&E Agreement"); and

**WHEREAS**, ENCANA desires to grant to BERRY a non-exclusive right and license to conduct all operations relating to the accessing, drilling, completing, plugging and abandonment, operating, producing, deepening, reworking and recompleting of horizontal or vertical wells located or to be located on the License Area ("Wells"), to the saving, taking, transporting, storing, handling and treating of oil, gas and other substances produced from such Wells, to the use maintenance and repair of existing roads over and across the License Area, to the construction, use, maintenance and repair of new roads over and across the License Area, to the construction and use of well pads, and to the construction and use of related infrastructure, including flowlines, gathering lines, pipelines and Well pad facilities (including the physical drillsite and production location containing one or more Wells and related facilities ("Well Pads") and excluding field offices, housing, storage yards, plants, processing facilities and compression facilities other than wellhead compressions for single Well Pad use) and electricity lines (which ENCANA may require to be buried) on the License Area (collectively with other rights described below, the "Licensed Rights"); and

**WHEREAS**, BERRY and ENCANA desire to establish terms for the use of the License Area in connection with the exercise of the Licensed Rights by Berry.

**NOW THEREFORE**, in consideration of the mutual covenants provided in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. License. ENCANA hereby grants and conveys to BERRY a non-exclusive license to exercise all of the Licensed Rights on the License Area, and to use the License Area in connection therewith, for a term to begin on June 7, 2006, and, unless earlier terminated as provided herein, and to end on the 60th day following the last date of production from any Well operated by BERRY or its successor or assign and located on the License Area (the "Term").

[REDACTED]

j. [REDACTED]

k. No field offices, housing, plants, processing facilities or compression facilities, other than wellhead compressions for single pad use, shall be permitted to be placed or constructed on the License Area without ENCANA's prior written consent which may be withheld in ENCANA's sole discretion. Any housing consented to by ENCANA must meet all Garfield County zoning code requirements and may only be placed on a location with an active rig. BERRY shall provide supervision twenty-four (24) hours per day, seven (7) days a week. Upon written notice from EnCana of a violation of Sections 6 c, d, e and the second and third paragraphs of Section 7 of this Agreement, BERRY shall immediately remove all temporary housing facilities, and BERRY will not be permitted to place additional housing on the License Area.

l. [REDACTED]

m. [REDACTED]

n. [REDACTED]

o. [REDACTED]

p. [REDACTED]



18. Governing Law. The Laws of the State of Colorado shall apply to this License. Any legal action shall be brought in the District Court for the City and County of Denver, Colorado, or United States District Court for the District of Colorado, and the parties consent to such exclusive jurisdiction and venue. The Parties agree to forego any rights to a jury trial that may be applicable.

19. C&E Agreement. In the event of any conflict or inconsistency between the terms of this License and the C&E Agreement, the C&E Agreement shall prevail to the extent of such conflict, as between BERRY and ENCANA or their permitted successors or permitted assigns.

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

WITNESS THE EXECUTION HEREOF THE 30<sup>th</sup> DAY OF November 2006.

**EnCana Oil & Gas (USA) Inc.**

By: D. J. Henke  
Darrin J. Henke  
Attorney-in-Fact vao

**Berry Petroleum Company**

By: Bruce S. Kelso  
Name: Bruce S. Kelso JB man  
Title: Vice President - Exploration



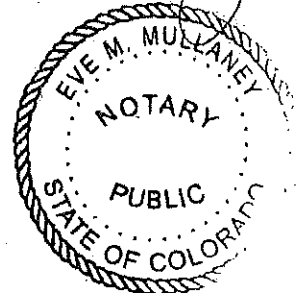
Acknowledgment page for that Surface Use License Agreement dated the 30<sup>th</sup> day of November, 2006.

STATE OF Colorado )  
 ) ss  
CITY AND COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2006, by Darrin J. Henke, as Attorney-in-Fact, for and on behalf of EnCana Oil & Gas (USA) Inc.

Eve M. Mullaney  
Notary Public

My commission expires: 11/10/09

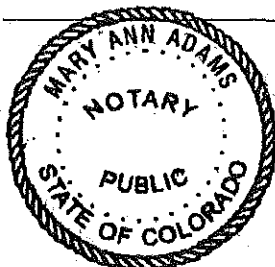


STATE OF COLORADO )  
 ) ss  
CITY AND COUNTY OF DENVER )

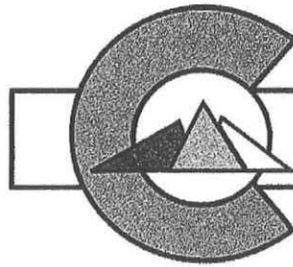
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2006, by Bruce J. Kelso for and on behalf of Berry Petroleum Company.

Mary Ann Adams  
Notary Public

My commission expires: \_\_\_\_\_  
3584893\_2.DOC



My Commission Expires 7/19/2008



# Garfield County

BUILDING & PLANNING DEPARTMENT

July 21, 2010  
(Revised July 22, 2010)

RECEIVED

SEP 13 2010

GARFIELD COUNTY  
BUILDING & PLANNING

Mr. Bryan Burns  
Berry Petroleum Company  
1999 Broadway, Ste 3800  
Denver, CO 80202

**RE: MTEH 6490 – Minor Temporary Employee Housing – Encana**

Dear Mr. Burns:

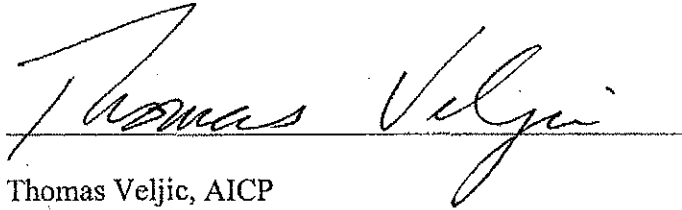
This office is in receipt of your Application (received July 6, 2010) for a Minor Temporary Employee Housing Facility operated by Encana Oil and Gas (USA) Inc., in the Resource Lands - Plateau Zone District. The Administrative Permit requested is for a property owned by Encana Oil and Gas (USA) Inc., and is to be located on a well pad described as APD number 20092503. The subject parcel is described by tax ID 2135-273-00-015.

The application this office received has been deemed **Technically Incomplete**. The following Application Submittal Requirements were not provided in the application.

1. The Application is missing:
  - A. A sign-off from the Garfield County Sheriff's office (the form is blank in the application).
  - B. A sign-off from the Fire Protection District (the form is blank in the application).
  - C. Proof that the required public notice has been performed in accordance with Section 4-501 (J) (2).
  - D. There is no Statement of Authority from the surface owner (Encana) giving Kirsten E. Orahoad authority to affect title to EnCana property on this application.
2. Please provide a larger and legible site plan showing the location of facilities on site. The one that was included is too small.

This office will not continue to process this application until the aforementioned deficiencies have been addressed. Should you have additional questions, do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, reading "Thomas Veljic", is written over a horizontal line.

Thomas Veljic, AICP  
Senior Planner  
970-970-8212

cc: File

**NOTE:** *The Unified Land Use Resolution of 2008 (ULUR) requires the Director to make a Determination of Completeness for Land Use Change Applications within thirty (30) working days of receipt of the application materials (10 working days for Administrative Review Permits/14 days for Minor Temporary Employee Housing Application). If an application is not complete, the Director shall inform the applicant of the deficiencies in writing and shall take no further action on the application until the deficiencies are remedied. If the applicant fails to correct the deficiencies within sixty (60) calendar days, the application shall be considered withdrawn.*



## Molly Orkild-Larson

---

**From:** Burns, Bryan O. [bob@bry.com]  
**Sent:** Wednesday, November 03, 2010 1:00 PM  
**To:** Molly Orkild-Larson  
**Subject:** FW: M-15, J - 15, P - 32

---

**From:** Burns, Bryan O.  
**Sent:** Monday, September 20, 2010 11:17 AM  
**To:** 'Molly Orkild-Larson'  
**Subject:** FW: M-15, J - 15, P - 32

Attached: Note from GarCo Sheriff Dept., sent 8/5/10.

What would be a good time to give you a call? I just spoke with our land personnel, and they are confused as to what we are required to provide the County from Encana as proof of Authority. I guess I'm not the best explainer... I thought it would be best for them to discuss with you directly. Thanks!

Best,  
Bryan Burns

---

**From:** Chris Bornholdt [<mailto:cbornholdt@garcosheriff.com>]  
**Sent:** Thursday, August 05, 2010 9:51 AM  
**To:** [jthompson@garfield-county.com](mailto:jthompson@garfield-county.com)  
**Cc:** Burns, Bryan O.  
**Subject:** M-15, J - 15, P - 32

I have received all of the proper paper work for all three of these temporary housing applications. I do not have any concerns about any of the locations or facilities at this time. Thanks

*Chris Bornholdt*

**Garfield County Emergency Manager**  
107 8th Street  
Glenwood Springs, CO 81601  
1-970-945-0453 x 1012  
[cbornholdt@garcosheriff.com](mailto:cbornholdt@garcosheriff.com)



## GRAND VALLEY FIRE PROTECTION DISTRICT

0124 STONE QUARRY RD, PO BOX 295  
PARACHUTE, CO 81635  
PHONE: 285-9119, FAX (970) 285-9748

July 13, 2010

J. Thompson  
Garfield County Planning and Building Department  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

Subject: Berry petroleum Company Temp Housing P-32 Pad

Mr. Thompson,

I have reviewed the application for temporary housing for Berry Petroleum Company – P-32 Pad. The application is complete. The only thing I see that could be changed is the mailing address for Grand Valley Fire Protection District on Page 15 “contact Information”. We no longer are at the 1777 S. Battlement Parkway. Our new address is 0124 Stone Quarry Rd, Parachute, CO 81635. Other than that all looks good with the application from my stand point.

Even with the Fire Districts review of the plans it is the responsibility of the owner to make sure the building complies with the International Fire Code 2003 Edition. If you should have any further questions please feel free to contact me.

Rob Ferguson  
Deputy Fire Chief – Operations

Cc: Chief Blair  
File

### Mission Statement

We, the members of the Grand Valley Fire Protection District, dedicate our efforts to the protection of the lives, property and environment of the citizens of, and visitors to the Grand Valley Fire Protection District

BERRY PETROLEUM COMPANY

TYPICAL RIG LAYOUT

WELL PAD (Old Mountain P-32)

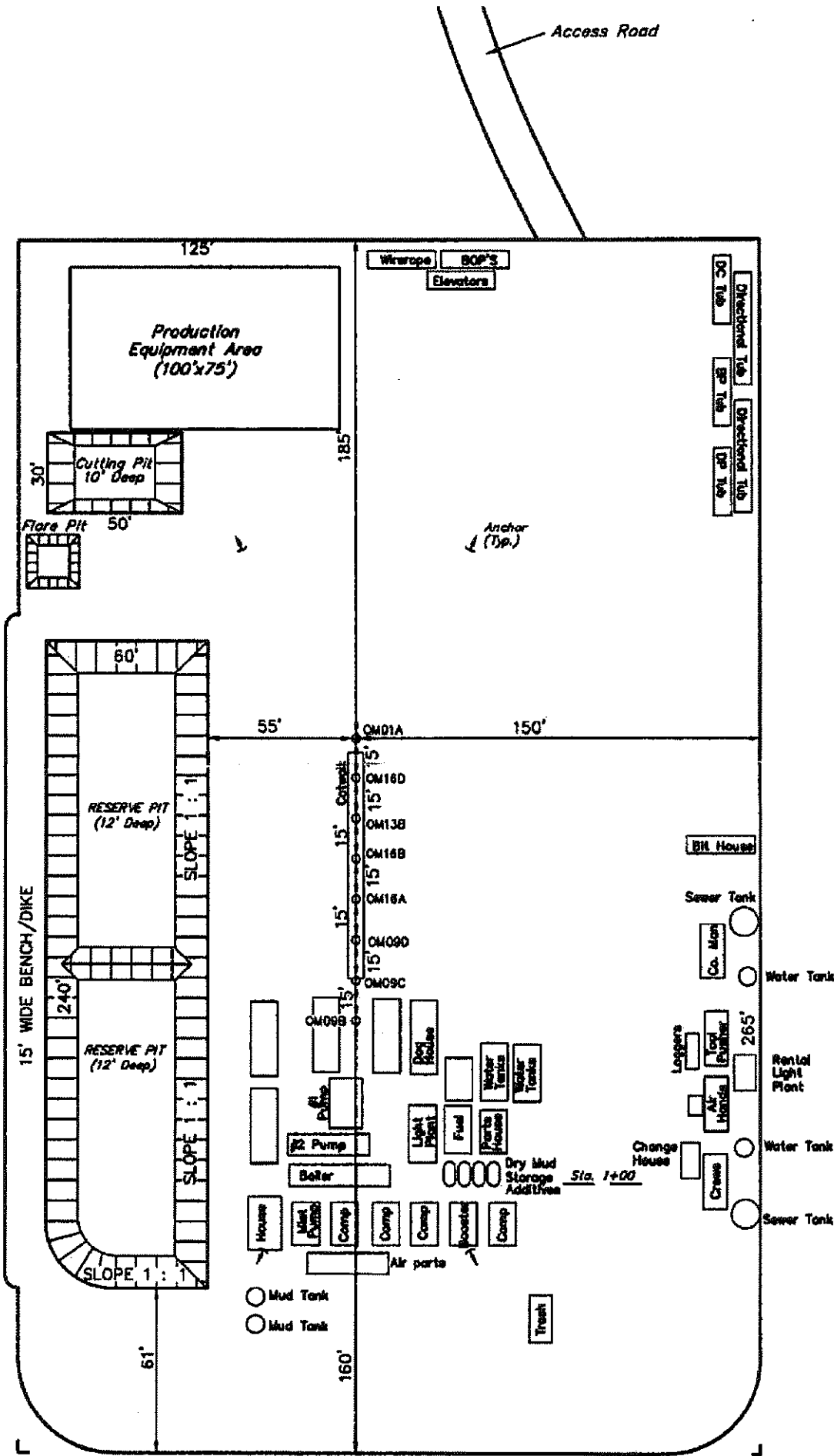
(7-15-2010 through 7-15-2011)

365 cumulative days

NOTE:

Flare Pit is to be located a min. of 100' from the Well Head.

RESERVE PIT  
Total Pit Capacity  
W/2' of Freeboard  
= 18,580 Bbls. ±  
Total Pit Volume  
= 4,890 Cu. Yds.



Berry Petroleum Company

Figure 4  
Typical Location of Temporary  
Housing Quarters on Well Pad



## Molly Orkild-Larson

---

**From:** Burns, Bryan O. [bob@bry.com]  
**Sent:** Wednesday, November 03, 2010 1:02 PM  
**To:** Molly Orkild-Larson  
**Subject:** P-32 Minor Temp. Housing Questions  
**Attachments:** OLD MTN P-32 Pad Layout FINAL.pdf

Molly,

1. Attached, please find the updated P-32 pad layout including the bear-proof trash bin.
2. Western Colorado Waste is the solid waste hauler for the P-32 Temp. Employee Housing site. They provide a 30 cubic yard, bear-proof trash receptacle. Calculation of solid waste production: one cubic yard of solid waste per person, per week. A maximum of 24 people on-site means 24 cubic yards per week. The Roll-Off trash receptacle will be emptied at least once a week, or as needed. Waste is hauled to the GarCo landfill near Rulison.
3. I am still waiting on the signed letter of service from Troy Latham, owner of Western Colorado Waste. I should have that today or tomorrow and will send it to you as soon as I receive it.
4. I have re-forwarded the approvals from the Sheriff and Fire Protection districts previously sent to you in September.

Thanks Molly!

Best,

Bryan Burns

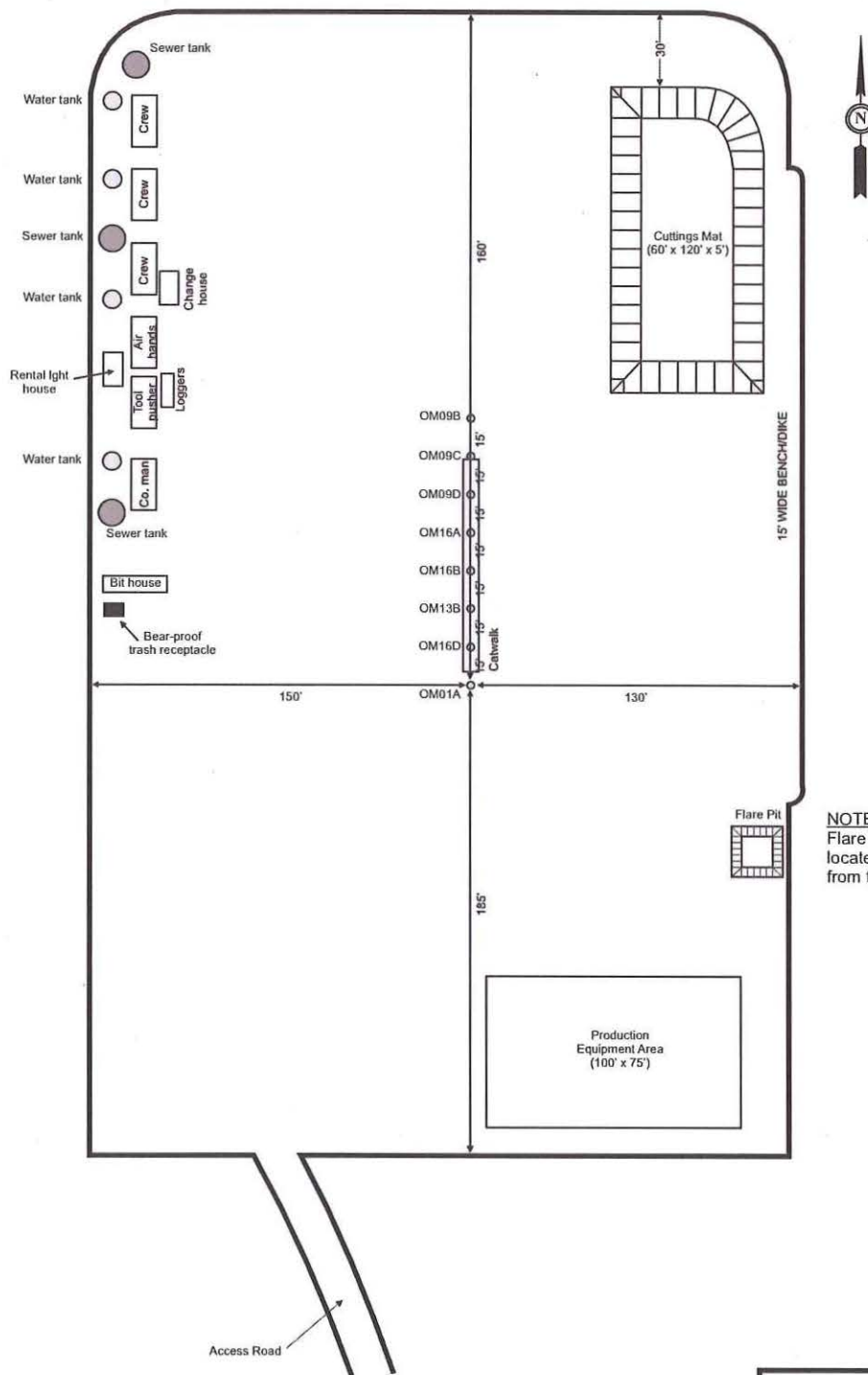
# BERRY PETROLEUM COMPANY

## TYPICAL PAD LAYOUT

WELL PAD (Old Mountain P-32)

(11-25-2010 through 11-25-2011)

365 cumulative days



NOTE:  
Flare Pit is to be  
located a min. of 100'  
from the Well Head.



Berry Petroleum Company

Figure 4  
Typical Location of Temporary  
Housing Quarters on Well Pad

# BERRY PETROLEUM COMPANY

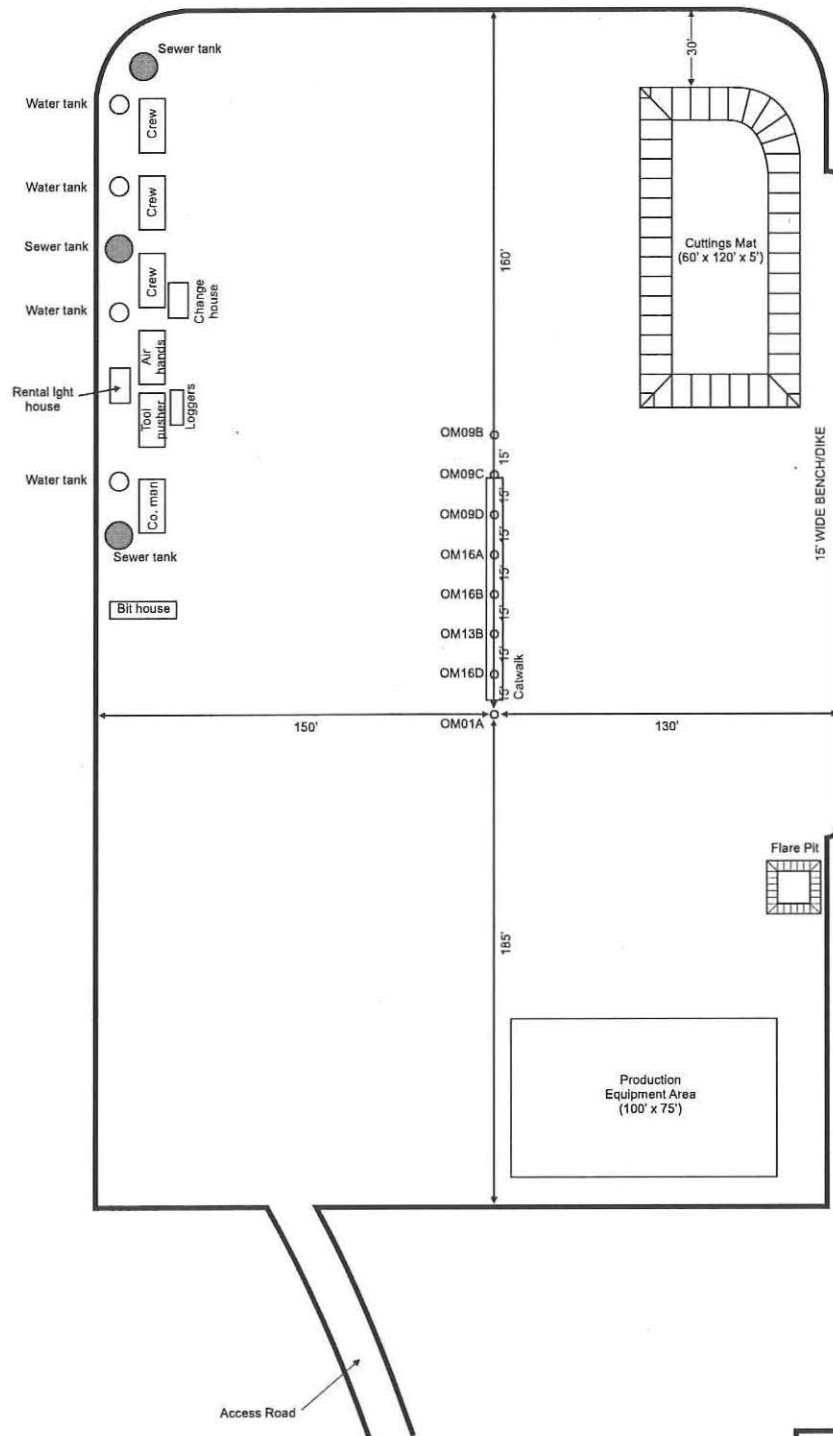
## TYPICAL PAD LAYOUT

WELL PAD (Old Mountain P-32)

(11-25-2010 through 11-25-2011)

365 cumulative days

*superseded*



**NOTE:**  
Flare Pit is to be located a min. of 100' from the Well Head.



**Berry Petroleum Company**

Figure 4  
Typical Location of Temporary  
Housing Quarters on Well Pad



WESTERN COLORADO WASTE SERVICE, INC.  
P.O. BOX 26  
MACK, CO 81525

TROY'S CELL (970)216-5668  
PHONE/FAX (970)858-7518

October 24<sup>th</sup>, 2010

Berry Petroleum Company  
1999 Broadway, Suite 3700  
Denver, CO 80202  
Attn. Bryan Burns, Environmental Specialist

Bryan,

Refuse collection will be provided to Berry's P-32, K-15, L-15 well pads as the drilling rig moves from location to location. After collection, trash will be hauled to the Garfield County landfill near Rulison, CO. Refuse will be stored in a 30 cubic yard bear-proof trash receptacle on-site, and emptied a minimum of once per week or as needed.

Calculation of refuse volume generated:

1 cubic yard of waste per person, per week.

Thank you for taking the time to review this information,

A handwritten signature in blue ink, appearing to read 'Troy Latham', is written over the printed name.

Troy Latham  
Owner, Western Colorado Waste



7008 2810 0002 3830 0389

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

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Sent To  
**ENCANA OIL & GAS (USA), INC.**  
 Street, Apt. No.,  
 or PO Box No. **3615 S. HURON ST., STE. 200**  
 City, State, ZIP+4  
**ENGLEWOOD, CO 80110**

PS Form 3800, August 2006

See Reverse for Instructions

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Total Postage & Fees	\$ 5.54

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**BOARD OF COUNTY COMMISSIONERS**  
 Street, Apt. No.,  
 or PO Box No. **108 8TH ST., STE. 213**  
 City, State, ZIP+4  
**GLENWOOD SPRINGS, CO 81601**

PS Form 3800, August 2006

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**BUREAU OF LAND MANAGEMENT**  
 Street, Apt. No.,  
 or PO Box No. **PO BOX 1009**  
 City, State, ZIP+4  
**GLENWOOD SPRINGS, CO 81602**

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**CHEVRON USA, INC.**  
 Street, Apt. No.,  
 or PO Box No. **PO BOX 285**  
 City, State, ZIP+4  
**HOUSTON, TX 77001**

PS Form 3800, August 2006

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

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Sent To  
**OIL SHALE CORPORATION**  
 Street, Apt. No.,  
 or PO Box No. **4001 PENBROOK ST.**  
 City, State, ZIP+4  
**ODESSA, TX 79762**

PS Form 3800, August 2006

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Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

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Sent To  
**EXXON CORPORATION**  
 Street, Apt. No.,  
 or PO Box No. **PO BOX 53**  
 City, State, ZIP+4  
**HOUSTON, TX 77001**

PS Form 3800, August 2006

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Restricted Delivery Fee (Endorsement Required)	
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**GERALD + STEPHANIE D. OLDLAND**  
 Street, Apt. No.,  
 or PO Box No. **14667 RIO BLANCO CR5**  
 City, State, ZIP+4  
**RIFFLE, CO 81650**

PS Form 3800, August 2006

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Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
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**MOBIL OIL CORPORATION**  
 Street, Apt. No.,  
 or PO Box No. **PO BOX 4973**  
 City, State, ZIP+4  
**HOUSTON, TX 77210**

PS Form 3800, August 2006

See Reverse for Instructions



**APPLICATION FOR MINOR ADMINISTRATIVE PERMIT  
GARFIELD COUNTY, COLORADO  
P-32 WELL PAD**

**TEMPORARY HOUSING FOR NATURAL GAS WORKERS  
PICEANCE BASIN NATURAL GAS OPERATIONS**

**BERRY PETROLEUM COMPANY**



**SUBMITTED BY**

**BERRY PETROLEUM COMPANY**

**July 2010**





GARFIELD COUNTY  
Building and Planning Department  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, Colorado 81601  
Telephone: (970) 945-8212 Facsimile: (970) 384-3470  
[www.garfield-county.com](http://www.garfield-county.com)

RECEIVED

JUL 06 2010

GARFIELD COUNTY  
BUILDING & PLANNING

MTEH-6490

## Minor Temporary Employee Housing Administrative Permit

### GENERAL INFORMATION – Permit Must be Issued Prior to Facility Installation

(To be completed by the applicant – Please submit 3 paper copies & 1 CD copy of the completed application to the Planning Department)

Practical Location of Housing Site(s): SESE Sect. 32, T5S-R9S, 6<sup>th</sup> P.M., Garfield County, CO Tax Parcel Number: 213527300015

Check One: Minor Permit: ☒ Area Wide Development Plan (AWDP): ☐

Zone District: Resource Lands (RL)- Plateau Maximum Number of Occupants for Each Facility: 24

Cumulative Amount of Time (in Days) Each Facility Will be at Location (Attach additional sheet if necessary): Less than 365 cumulative days, approx. 7-20-2010 through 7-19-2011

Nov 25, 10 Nov 25, 11 see email revised site plan

State or Federal Permitting Agency Overseeing Reclamation, Restoration and Revegetation (REQUIRED): COGCC P-32 Well Pad Site ID # (APD #): 20092503

Previous Violations by Applicant/Operator (y/n): N If So, How Many: (Attach Documentation of Previous Offenses)

How Many Housing Facilities are Proposed in this Application? 1

Name of Applicant (Surface Owner): Encana Oil and Gas, Attn. Bob Weaver

Address: 370 17th Street, Suite 1700 Telephone: (720) 876-3513 Email: Bob.Weaver@encana.com

City: Denver State: CO Zip Code: 80202 Fax: \_\_\_\_\_

Name of Owner's Representative (if any – attach appropriate documentation): Berry Petroleum Company, Attn. Bryan Burns

Address: 1999 Broadway, Ste. 3800 Telephone: 303-999-4245 Email: bob@bry.com

City: Denver State: CO Zip Code: 80202 Fax: \_\_\_\_\_

### STAFF USE ONLY

Doc. No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_ TC Date: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Denial Date: \_\_\_\_\_ Planner: \_\_\_\_\_

<b>ELIGIBILITY</b>		
<b>Requirement (Section 7-808 (D) (2)) – All Requirements Must be Satisfied to be Eligible as a Minor Facility</b>	<i>Applicant</i>	<i>Planning Department</i>
	<i>Complies (Y/N)</i>	<i>Complies (Y/N)</i>
The Minor Temporary Employee Housing Facility and any associated infrastructure ("Minor Facility(ies)") must be completely contained within a state or federally permitted parcel (i.e. Colorado Oil and Gas Conservation Commission (COGCC) approved oil/gas well pad) in which reclamation and revegetation are secured with the permitting agency (Permitted Site); and,	Y	
The Minor Facility is located at the Permitted Site for less than a cumulative of one (1) year; and,	Y	
The Minor Facility shall have an occupancy of nine (9) to twenty-four (24) people who are employees, contractors or sub-contractors of the operator and are needed for onsite safety of the related commercial, industrial, extraction or highway operation.	Y	
Temporary employee housing facilities that do not have the three characteristics listed above, i.e. have an occupancy of 8 or fewer people or 25 or more people, on location for more than a cumulative of one (1) year or not completely contained within a Permitted Site, i.e. "Small Facility" or "Major Facility", are subject to the special use review process and standards and requirements contained in Article 7.808 (D) (1) and (3) and the enforcement provisions of Article 12.	Y	

## I. Review Process

A. Outline of Process. The Minor Temporary Housing Facility(ies) Review process shall consist of the following procedures as more fully defined in Section 4-108 of Article IV:

1. Application
2. Determination of Completeness
3. Evaluation by the Director
4. Decision by Director

B. Review Process.

1. Minor Permit and Area Wide Development Plan (AWDP): Each Minor Facility application shall be reviewed by the Director and an administrative determination made, in accordance with the process and timeframes outlined below. The Applicant, however, may choose to apply for an AWDP consisting of multiple Minor Facilities to be developed within an identified amount of

time, using an accelerated administrative process, following approval of an AWDP, leading to multiple Minor Permits. Approval of an AWDP,

2. However, does not guarantee approval of each Minor Permit. Administrative review is required for permitting of each Minor Facility, in accordance with the process and timelines contained below.
3. Upon submittal of an application for a Minor Permit or for approval of an AWDP to the Department, a technical compliance check shall be completed and notice of compliance or non-compliance sent to the Applicant by the Director within fourteen (14) calendar days of submittal. Once an application for a Minor Permit or AWDP is deemed technically compliant by the Director, the Director shall issue a determination of approval, approval with conditions or denial within fourteen (14) calendar days following the date of technical compliance determination. Unless otherwise provided herein, the expiration of any time limitation imposed upon the Board of County Commissioners, the Planning Commission, or any other County representative, shall be interpreted as having consequence only in entitling an interested party to request judicial relief in the nature of mandamus. The expiration of any such time limitation shall not, in and of itself, be considered as approval or denial of any application, plan or plat under consideration.
4. If the Director finds in reviewing an application that the application meets the standards set forth in this Unified Land Use Resolution of 2008, the Director shall approve the application for a Minor Permit and issue the Minor Permit to the Owner of the subject lot or approve the application for approval of an AWDP.
5. If the Director finds that the application does not meet an applicable standard or standards, the application may be approved with appropriate reasonable conditions imposed to avoid or minimize the significant adverse impacts of the Minor Facility(ies). Such conditions may include, but are not necessarily limited to, the relocation or modification of proposed access roads, facilities (including water and sewer facilities), or structures; landscaping, buffering, or screening; or any other measures necessary to mitigate any significant impact on surrounding properties and infrastructure.
6. If the Director finds that the application does not meet an applicable standard or standards and that the non-compliance cannot be mitigated through a condition(s) of approval, the Director shall deny the Minor Permit or application for approval of an AWDP.



## II. REQUIRED CHECKLIST FOR ALL MINOR TEMPORARY HOUSING APPLICATIONS

The following section contains the checklist to be completed by an applicant and applicable Fire District and County Sheriff's Office.

Requirement	Applicant (Mark if Submitted)	Planning Department
		Materials Submitted and Adequate
Completed Application and Application Fee	Y	
Letter of Authorization or Similar per	Y	
Submittal Requirements for AWDP Application: (Per Section 4-501 (K) (4).)		
Site Plan (Per Section 4-502 (C)(3))		
A master map/site plan in accordance with Section 4(H), below identifying the proposed location and anticipated layout for all Minor Facilities to be installed within the AWDP. Site specific, surveyed maps depicting the location of each Minor Facility, located within the Permitted Site within the subject lot, shall be submitted with each individual Minor Permit application and not with the application for approval of an AWDP.	Y	
The master map/site plan shall include a list of the anticipated dates of installation and removal for each Minor Facility. The list shall also include the estimated total cumulative length of time (number of days) that the Minor Facilities are anticipated to be installed at the proposed location.	Y	
Sign-offs from the Garfield County Sheriff's Office, relevant fire protection district(s), and Garfield County Building Department consistent with the requirements of this code.	Y	
A legible photo of the state or federal "certifying stamp" for each housing unit anticipated to be used within the AWDP and demonstration that each proposed unit meets current building code and Garfield County fire code requirements.	Y	
A general description of infrastructure and services listed in this code. The detail required at the time of application for a Minor Permit is not required at the time of application for approval of an AWDP.	Y	
Proof that required public noticing has been performed in accordance with Section 2 above.	Y	

Requirement	Applicant (Mark if Submitted)	Planning Department
		Materials Submitted and Adequate
Submittal Requirements for Minor Permit, including Minor Permit application for which an AWDP was previously approved: (Section 4-501 (K) (5))		
Sign-offs: review from the Garfield County Sheriff's Office and relevant fire protection district(s). If an AWDP was previously approved in accordance with Section (3), above, the applicant for a Minor Permit need not resubmit the sign-offs.	Y	
Sign-off: review from the Garfield County Building Department of the state or federal "certifying stamp" for each housing unit proposed for use and demonstration that each proposed housing unit meets current building code and fire code requirements. If an AWDP has been previously approved which includes the Minor Facility presently being permitted, the Applicant shall identify the housing units which will be used at the Minor Facility from the list approved as a part of the AWDP.	Y	
General description of the water system planned for potable water, along with details regarding number and volume of potable water tanks, source of water, name of hauler, hauler's Colorado Department of Public Health and Environment (CDPHE) registration number and copy of hauler's CDPHE certification, frequency of delivery, and calculation of water demand and demonstration of adequate capacity.	Y	
A general description of the system planned for collection and storage of sewage and wastewater, along with details regarding number and volume of sewage and wastewater vaults, name of hauler, frequency of pickup, identification of sewage disposal site, calculation of sewage and wastewater treatment demand and demonstration of adequate storage and/or treatment capacity.	Y	
A general description of the system planned for collection and disposal of refuse, along with details regarding refuse collection, including number, type and volume of containers; name of hauler; frequency of collection; and identification of refuse disposal site.	Y	
A list of adjacent surface owners within 200 feet of the Subject Lot or 200 feet from the Permitted Site if the Permitted Site is within the Resource Land Zone District and within the Resource Land Plateau Sub-District, as identified in the Garfield County Assessor's records, and a list of separated mineral estate owners in the subject lot or the Permitted Site if the Permitted Site is within the Resource Land Zone District and within the Resource Land Plateau Sub-District, as identified in the Garfield County Clerk and Records records.	Y	

Requirement	Applicant (Mark if Submitted)	Planning Department
		Materials Submitted and Adequate
A list of the final dates of installation and removal of the Minor Facility and a representation of the total cumulative length of time (number of days) that the Minor Facility will be installed at the proposed location.	Y	
Unless previously demonstrated as apart of an approved AWDP, submit proof that required public noticing has been performed in accordance with Section 4-501 (K) (2).	Y	
Site Plan in conformance with Section 4-502(C)(3).		
The name, title, address, phone number and email address of the Operator's employee or other authorized representative who is in charge of ensuring that the Minor Facility is in compliance with the standards outlined in Section VII.	Y	
A form, provided by the Department and signed by the Operator's Compliance Officer, indicating that the Minor Facility will be installed in accordance with all applicable Garfield County, relevant fire district, state and federal regulations.	Y	
A form, provided by the Department and signed by the Operator's Compliance Officer, indicating that the Operator submits to the enforcement provisions identified within this code.	Y	
A copy of the permit from the state or federal agency, regulating the Permitted Site, identifying the location, conditions of approval, time period for which the permit is valid and the parameters for reclamation and revegetation of the Minor Facility once the state or federal permit for the Permitted Site has expired or is otherwise terminated.	Y	
Demonstration of ownership of subject lot in accordance with this code. (i.e. deed, title commitment).	Y	

### III. REQUIRED CHECKLIST FOR FIRE PROTECTION DISTRICT

Documents to be Received & Reviewed by District - (Referral Agencies May Require Further Information in Addition to the Documents and Materials Identified Below.)	Representative of District (Documents Received are of Adequate Quality and Quantity)
<b>Application</b> The Referral Agency shall receive a full and complete copy of the application including all updates and additions.	
<b>Site Plan</b> Site Plan as required by Section 4-502(C)	



<b>Documents to be Received &amp; Reviewed by District (CONT.)</b> (Referral Agencies May Require Further Information in Addition to the Documents and Materials Identified Below.)	<b>Representative of District</b> (Documents Received are of Adequate Quality and Quantity)
<b>Fire Suppression</b> A water storage tank shall be required to provide water to the sprinkler system and initial suppression activities. The size of the water tank shall be determined based on sprinkler calculations and initial suppression demands. The size of the water storage tank shall be determined by the relevant fire protection district. If the Minor Facility is located outside the boundaries of a fire protection district, than Each Minor Facility shall have at least one (1) water storage tank with a minimum of 2500 gallons of stored water for initial fire suppression, operation of sprinkler systems (if applicable) and wild land fire protection.	
<b>Emergency Fire Notification Systems</b> Factory built nonresidential structures or recreational vehicle units equipped by the manufacturer with a fire sprinkler system, fire detection system, and/or alarm system shall be inspected, tested, and maintained in accordance with 2003 IFC §901.4 and §901.6 and as required by the relevant fire protection district(s). Smoke alarms and manual fire alarm systems shall be installed, inspected and maintained in all other factory built nonresidential structures or recreational vehicle units in accordance with 2003 International Fire Code (IFC) §907.2.9 and §907.2.10 and the requirements of the relevant fire protection districts.  One (1) or more approved fire extinguisher(s) of a type suitable for flammable liquids, combustible materials and electrical fires (Class ABC), or dry chemical, shall be located in each factory built nonresidential structure or recreational vehicle unit and placed in accordance with applicable codes.	
<b>As an authorized representative of the affected Fire Protection District (District), I verify that the District has received adequate submittals (written and graphic) for this District to carry out its services. It is understood that the District is not obligated to sign-off on this form if further information, either in terms of quality or quantity, is necessary to carry out the District's purpose and mission.</b>	
Fire Protection District	
Signature	Date
Name (Please Print)	Title

# IV. REQUIRED CHECKLIST FOR GARFIELD COUNTY SHERIFF'S OFFICE

<b>Documents to be Received &amp; Reviewed by County Sheriff</b> (Referral Agencies May Require Further Information in Addition to the Documents and Materials Identified Below.)	<b>Representative of Sheriff</b> (Documents Received are of Adequate Quality and Quantity)
<b>Application</b> The Referral Agency shall receive a full and complete copy of the application including all updates and additions.	
<b>Site Plan</b> Site Plan as required by Section 4-502(C)	
A vicinity map indicating the section, township, and range of the subject lot and the location of Minor Facility within the subject lot and the Permitted Site; general relation to surrounding public roads, private roads, adjacent utility systems, residential development, other actively permitted Minor and Major Facilities, natural drainage courses and municipalities within one (1) mile of the proposed Minor Facility; north arrow and scale; GPS coordinates and current surface ownership of the subject lot. The vicinity map shall be presented on a USGS 7.5 minute series quadrangle at a scale of 1"=2000' or equivalent, with a topography depicted at a minimum of 40' intervals.	
Surveyed layout of the proposed Minor Facility within the surveyed boundaries of the Permitted Site, including at a minimum: housing structures, sewage and wastewater disposal, trash receptacles, potable water storage, all other associated infrastructure and all other equipment located within the Permitted Site.	
Identification of the private and public roadways accessing each Minor Facility. Roadways shall be marked as open, gated, and/or locked (include combinations). Detailed directions, with mileage, shall be given from the nearest town within Garfield County, nearest Garfield County Sheriff's Office dispatch location and responsible fire district headquarters to each Minor Facility, along each roadway.	
Name, address and phone number of surface owner of the subject lot or the Permitted Site if the Permitted Site is within the Resource Land Zone District and within the Resource Land Plateau Sub-District.	
Name, address and phone number, including a 24-hour emergency response number of at least two persons responsible for Operator's emergency field operations; contact numbers for local hospitals, emergency response, fire protection districts, Garfield County Sheriff's Office, Life/Care Flight, and applicable regulatory agencies; site safety/evacuation plan; and any other written response plan for potential emergencies at the Permitted Site.	
Identification of the final dates of installation and removal of the Minor Facility. The site plan shall include a notation of the total cumulative length of time (number of days) that the Minor Facility will be installed at the Permitted Site.	

<b>Documents to be Received &amp; Reviewed by County Sheriff</b> (Referral Agencies May Require Further Information in Addition to the Documents and Materials Identified Below.)		<b>Representative of Sheriff</b> (Documents Received are of Adequate Quality and Quantity)
<b>Emergency Notification</b> Please Note: All emergency situations requiring action by any government agency or district shall be documented in writing and presented to the Planning Department and Garfield County Sheriff's Office within 24 hours of the occurrence. Failure to report such emergency situations shall be deemed a violation per the Unified Land Use Resolution of 2008.		
As an authorized representative of the Garfield County Sheriff's Office (S.O.), I verify that the S.O. has received adequate submittals (written and graphic) to carry out emergency response in regards to the aforementioned Minor Temporary Employee Housing Facility. It is understood that the S.O. is not obligated to sign-off on this form if further information, either in terms of quality or quantity, is necessary to carry out the S.O.'s purpose and mission.		
Garfield County Sheriff's Office		
Signature		Date
Name (Please Print)		Title

## V. Performance Standards and Enforcement Sign-Off (Operator's Compliance Officer)

The applicant shall adhere to the following Minor Temporary Employee Housing Facility Standards required in Section 7-808(D)(2) of Article VII:

Minor Temporary Employee Housing Facilities, in the nature of Factory Built Nonresidential Structures [as defined under C.R.S. 24-32-3302(a)] and/or recreational vehicles [as defined under C.R.S. 42-1-102 (61), with the addition that such truck, truck tractor, motor home or camper trailer is being used for temporary living quarters and not recreational purposes], may be granted land use approval for projects related to commercial, industrial and mineral extraction operations by the Building and Planning Department Director (Director), through the Minor Permit process. Such housing shall be of a temporary nature, and at the expiration or other termination of the Minor Permit, all structures, foundations and associated infrastructure shall be completely removed. Such facilities are subject to all applicable requirements of Garfield County building and fire codes (building code, fire code), state and federal permits and relevant fire protection district(s) fire code requirements.

Minor Permits shall have all of the following basic characteristics:

- A. Minor Facilities must comply with all applicable federal, state and local laws and regulations.
- B. Operator must keep and maintain appropriate records, to be provided to the County or any interested third party upon request, to demonstrate that potable water supplied

and sewage and wastewater meet the representations contained within the application, as required .

- C. In no case shall unsafe water be used for drinking nor shall raw sewage or contaminated water be discharged on the ground surface. The operator shall conduct monthly tests (or quarterly if an on-site disinfection system is installed) and maintain records of stored potable water samples specific for coli form bacteria. Any tests indicating coli form contamination must be disclosed to the Garfield County Board of Health or designee within 72 hours from the time the contaminated water was tested.
- D. Minor Facilities shall be maintained in a clean, safe and sanitary condition, free of weeds and refuse. Any hazardous or noxious materials that must be stored at the Minor Facility for operational or security reasons must be managed in accordance with all applicable federal, state and local laws and regulations.
- E. At least one thirty (30) gallon (4 cubic feet) wildlife-proof refuse container shall be provided for each factory built nonresidential structure or recreational vehicle unit. Said container(s) must be durable, washable, non-absorbent metal or plastic with tight-fitting lids.
- F. Refuse shall be disposed of weekly, at a minimum. Operators must keep appropriate records, to be provided to the County or any interested third party upon request, to demonstrate that refuse is collected in a timely fashion and disposed of at a licensed facility.
- G. Outdoor food storage is prohibited unless facilities that prevent the attraction of animals to the Minor Facility are provided.
- H. Factory built nonresidential structures or recreational vehicle units equipped by the manufacturer with a fire sprinkler system, fire detection system, and/or alarm system shall be inspected, tested, and maintained in accordance with 2003 IFC §901.4 and §901.6 and as required by the relevant fire protection district(s). Smoke alarms and manual fire alarm systems shall be installed, inspected and maintained in all other factory built nonresidential structures or recreational vehicle units in accordance with 2003 International Fire Code (IFC) §907.2.9 and §907.2.10 and the requirements of the relevant fire protection districts.
- I. Single-station carbon monoxide alarms shall be placed in each factory built nonresidential structure or recreational vehicle unit.
- J. One (1) or more approved fire extinguisher(s) of a type suitable for flammable liquids, combustible materials and electrical fires (Class ABC), or dry chemical, shall be located in each factory built nonresidential structure or recreational vehicle unit and placed in accordance with applicable codes.
- K. Inhabitants of the Minor Facility shall be Applicant's employees and/or subcontractors, working on the related commercial, industrial or mineral extraction operation, and not dependents of employees, guests or other family members.
- L. Within 10 days following the expiration or other termination of the Minor Permit or represented date of removal identified within the Minor Permit, all housing structures, foundations and associated infrastructure shall be completely removed. The Operator shall provide the Department with photos, dated and signed by the Operator's



Compliance Officer, indicating that all housing structures, foundations and associated infrastructure has been removed within the specified timeframe.

- M. No domestic animals are allowed at a Minor Facility.
- N. A water storage tank shall be required to provide water to the sprinkler system and initial suppression activities. The size of the water tank shall be determined based on sprinkler calculations and initial suppression demands. The size of the water storage tank shall be determined by the relevant fire protection district. If the Minor Facility is located outside the boundaries of a fire protection district, then Each Minor Facility shall have at least one (1) water storage tank with a minimum of 2500 gallons of stored water for initial fire suppression, operation of sprinkler systems (if applicable) and wild land fire protection.
- O. All emergency situations requiring action by any government agency or fire protection district shall be documented in writing and presented to the Planning Department and Garfield County Sheriff's Office within 24 hours of the occurrence.
- P. All required Access Permits shall be obtained from the Garfield County Road and Bridge Department or the Colorado Department of Transportation.
- Q. The Garfield County Sheriff's Office and relevant fire protection district(s) must be notified at least 24 hours prior to installation and removal of each Minor Facility. The Department shall be copied on all such notification, whether hard copy or electronic.
- R. The Operator shall maintain records identifying workers, whether employees or sub-contractors, and documenting the dates that each worker is housed at the Minor Facility. Such records shall be provided to the County or any additional third party upon request.
- S. Wastewater Disposal:
  - 1) Vault System: All vault systems shall be designed and installed to accommodate the maximum number of persons, identified within the Minor Permit application, who will inhabit the Minor Facility. In addition, all vault systems shall be equipped with an overflow alarm device. Vault systems shall be designed to accommodate a minimum of 75 gallons of wastewater per person per day. If a vault system is proposed or has been approved, the Applicant/Operator must:
    - a) Demonstrate that year-round vehicular access is available and maintained for safe and regular access for sewage hauling vehicles.
    - b) Provide a copy of the contract for hauling sewage.
    - c) Maintain all sewage disposal records including but not limited to trip logs/reports and landfill receipts as public records, available to the County and/or any other interested third party upon request.
    - d) If the total waste production from a facility will be 2000 gallons per day or greater based on a production of 75 gallons of wastewater generation per person per day, then the facility shall be serviced by an ISDS. Hauled sewage and wastewater service shall not be permitted for any facility which will generate a total of 2000 gallons of wastewater and sewage per day.

- 2) Individual Sewage Disposal System (ISDS): If an ISDS is proposed or has been approved, then it shall be designed, installed and operated to accommodate the maximum number of persons who will inhabit the Minor Facility and shall otherwise be operated in accordance with the Garfield County ISDS regulations as contained in BOCC Resolution Number 1994H-136.

I have read and understand the above referenced sections of the Unified Land Use Resolution of 2008. In addition, I hereby certify that the aforementioned facility(ies) will be installed in accordance with all applicable Garfield County, relevant fire district, state and federal regulations. Further, I understand that non-compliance with any of the provisions as outlined in the Unified Land Use Resolution of 2008 shall be enforced in accordance with Section 12 and any additional enforcement provisions within this code.

<b>Name of Operator's Compliance Officer (Please Print)</b> Chris Freeman	
<b>Signature</b> 	<b>Date</b> 7/5/10
<b>Title</b> Environmental & Regulatory Regional Manager	<b>Email Address</b> cpf@bry.com
<b>Address</b> 1999 Broadway, Suite 3700 Denver, CO 80202	<b>Phone Number</b> 303-999-4400



## **GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT FEE SCHEDULE**

Garfield County, pursuant to Board of County Commissioners ("Board") Resolution No. 98-09, has established a fee structure ("Base Fee") for the processing of each type of subdivision and land use applications.

The Base Fee is an estimate of the average number of hours of staff time devoted to an application, multiplied by an hourly rate for the personnel involved. The Board recognized that the subdivision and land use application processing time will vary and that an applicant should pay for the total cost of the review which may require additional billing. Hourly rates based on the hourly salary, and fringe benefits costs of the respective positions combined with an hourly overhead cost for the office will be used to establish the actual cost of County staff time devoted to the review of a particular project.

Actual staff time spent will be charged against the Base Fee. After the Base Fee has been expended, the applicant will be billed based on actual staff hours accrued. Any billing shall be paid in full prior to final consideration of any land use permit, zoning amendment or subdivision plan. If an applicant has previously failed to pay application fees as required, no new or additional applications will be accepted for processing until the outstanding fees are paid.

Checks, including the appropriate Base Fee set forth below, must be submitted with each land use application, and made payable to the Garfield County Treasurer. Applications will not be accepted without the required application fee. Base Fees are non-refundable in full, unless a written request for withdraw from the applicant is submitted prior the initial review of the application materials.

Applications must include a Payment Agreement Form ("Agreement") set forth below. The Agreement establishes the applicant as being responsible for payment of all costs associated with processing the application. The Agreement must be signed by the party responsible for payment and submitted with the application in order for it to be accepted.

The following Base Fees shall be received by the County at the time of submittal of any procedural application to which such fees relate. Such Base Fees shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board for the consideration of any application or additional County staff time or expense not covered by the Base Fee, which have not otherwise been paid by the applicant to the County prior to final action upon the application tendered to the County.

# GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT BASE FEES

TYPE OF LAND USE ACTION	BASE FEE
Vacating Public Roads & Rights-of-Way	\$400
Sketch Plan	\$325
Preliminary Plan / Conservation Subdivision	\$675 + application agency review fees and outside consultant review fees, as authorized pursuant to the Regulations, such as the Colorado Geologic Survey
Preliminary Plan Amendment	\$325
Final Plat	\$200
Final Plat Amendment / Correction Plat	\$100
Combined Preliminary Plan and Final Plat	\$1,075
Minor Exemption / Amendment	\$300 / \$300
Major Exemption / Amendment	\$400 / \$300
Rural Land Development Option Exemption / Amendment	\$400 / \$300
General Administrative Permit	\$250
Floodplain Development Permit	\$400
Pipeline Development Plan / Amendment	\$400 / \$300
Small Temporary Employee Housing	\$50
Minor Temporary Employee Housing	\$250
Limited Impact Review / Amendment	\$400 / \$300
Major Impact Review / Amendment	\$525 / \$400
Rezoning: Text Amendment	\$300
Rezoning: Zone District Amendment	\$450
Planned Unit Development (PUD) / Amendment	\$500 / \$300
Comprehensive Plan Amendment	\$450
Variance	\$250
Interpretation	\$250
Takings Determination	NO FEE
Planning Staff Hourly Rate	
▪ Planning Director	\$50.50
▪ Senior Planner	\$40.50
▪ Planning Technician	\$33.75
▪ Secretary	\$30.00
County Surveyor Review Fee ( <i>includes review of Amended Plats, Final Plats, Exemption Plats</i> )	Determined by Surveyor\$
Mylar Recording Fee	\$11 – 1 <sup>st</sup> page \$10 each additional page



The following guidelines shall be used for the administration of the fee structure set forth above:

1. All applications shall be submitted with a signed Agreement for Payment form set forth below.
2. County staff shall keep accurate record of actual time required for the processing of each land use application, zoning amendment, or subdivision application. Any additional billing will occur commensurate with the additional costs incurred by the County as a result of having to take more time than that covered by the base fee.
3. Any billings shall be paid prior to final consideration of any land use permit, zoning amendment, or subdivision plan. All additional costs shall be paid to the execution of the written resolution confirming action on the application.
4. Final Plats, Amended or Corrected Plats, Exemption Plats or Permits will not be recorded or issued until all fees have been paid.
5. In the event that the Board determines that special expertise is needed to assist them in the review of a land use permit, zoning amendment, or subdivision application, such costs will be borne by the applicant and paid prior to the final consideration of the application. All additional costs shall be paid prior to the execution of the written resolution confirming action on the application.
6. If an application involves multiple reviews, the Applicant shall be charged the highest Base Fee listed above.
7. Types of "Procedures" not listed in the above chart will be charged at an hourly rate based on the pertinent planning staff rate listed above.
8. The Planning Director shall establish appropriate guidelines for the collection of Additional Billings as required.

# GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT

## PAYMENT AGREEMENT FORM

*(Shall be submitted with application)*

GARFIELD COUNTY (hereinafter COUNTY) and Berry Petroleum Company  
\_\_\_\_\_ Property Owner (hereinafter OWNER) agree as follows:

1. OWNER has submitted to COUNTY an application for \_\_\_\_\_  
Minor Temporary Employee Housing- P-32 Pad (hereinafter, THE PROJECT).
2. OWNER understands and agrees that Garfield County Resolution No. 98-09, as amended, establishes a fee schedule for each type of subdivision or land use review applications, and the guidelines for the administration of the fee structure.
3. OWNER and COUNTY agree that because of the size, nature or scope of the proposed project, it is not possible at this time to ascertain the full extent of the costs involved in processing the application. OWNER agrees to make payment of the Base Fee, established for the PROJECT, and to thereafter permit additional costs to be billed to OWNER. OWNER agrees to make additional payments upon notification by the COUNTY when they are necessary as costs are incurred.
4. The Base Fee shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board of County Commissioners for the consideration of an application or additional COUNTY staff time or expense not covered by the Base Fee. If actual recorded costs exceed the initial Base Fee, OWNER shall pay additional billings to COUNTY to reimburse the COUNTY for the processing of the PROJECT mentioned above. OWNER acknowledges that all billing shall be paid prior to the final consideration by the COUNTY of any land use permit, zoning amendment, or subdivision plan.

### PROPERTY OWNER (OR AUTHORIZED REPRESENTATIVE)

  
\_\_\_\_\_  
Signature

7/5/10

\_\_\_\_\_  
Date

Chris Freeman

\_\_\_\_\_  
Print Name

Mailing Address:

1999 Broadway, Suite 3700

Denver, CO 80202  
\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF AUTHORITY

Chris Freeman as Regional Manager, Environmental and Government Affairs for Berry Petroleum Company, a Delaware corporation, is authorized to act on behalf of, and represent Berry Petroleum Company in all matters related to applications for special use permits, conditional use permits, administrative permits, and land use change permits (and may execute such applications) submitted to Garfield County until such time as Berry Petroleum Company files of record statement that Chris Freeman no longer has said authority. Berry Petroleum Company acknowledges that when any such permits are issued by Garfield County, the County may choose to place them of record and such permits may contain covenants that run with the particular lands identified in such permits.

Berry Petroleum Corporation

By: 

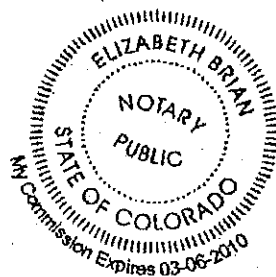
Name: Dan Anderson

Title: Vice President, Production

STATE OF COLORADO,

COUNTY OF DENVER

This instrument was acknowledged before me on this 17 day of December, 2009, by  
Dan Anderson, Vice President of Production, Berry Petroleum Company, a Delaware corporation.





Notary Public, State of Colorado





**APPLICATION FOR MINOR ADMINISTRATIVE PERMIT  
GARFIELD COUNTY, COLORADO  
P-32 WELL PAD**

**TEMPORARY HOUSING FOR NATURAL GAS WORKERS  
PICEANCE BASIN NATURAL GAS OPERATIONS**

**BERRY PETROLEUM COMPANY**



**SUBMITTED BY**

**BERRY PETROLEUM COMPANY**

**July 2010**

# **APPLICATION FOR MINOR ADMINISTRATIVE PERMIT: TEMPORARY HOUSING FOR NATURAL GAS WORKERS**

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- Attachment 1 Potable Water & Wastewater Service Provider Letters
- Attachment 2 Garfield County Assessor's Parcel & Adjacent Landowners Maps
- Attachment 3 Deed to Subject Property, Assignment of Mineral Leases
- Attachment 4 COGCC-Approved APD for P-32 Well Pad

# **APPLICATION FOR MINOR ADMINISTRATIVE PERMIT: TEMPORARY EMPLOYEE HOUSING FOR NATURAL GAS WORKERS**

## **1.0 DESCRIPTION AND SPECIFICATIONS FOR THE PROPOSED TEMPORARY EMPLOYEE HOUSING QUARTERS**

### **1.1 Introduction**

This Application for a Minor Temporary Employee Housing Administrative Permit is being submitted by Berry Petroleum Company (Berry) in support of its Piceance Basin natural gas operations, located near upper Parachute Canyon (Figure 1). In brief, Berry Petroleum proposes to install temporary employee housing quarters, which would accommodate drilling personnel working on Berry's operations. Temporary housing quarters would generally consist of seven individual mobile home buildings. Each temporary housing quarters would accommodate up to a maximum of 24 individuals, including the Company site manager, tool pusher, geologic/drilling technicians, rig crew, and construction/maintenance workers.

Presently, employees work 12 hour shifts for 7 successive days, after which the crews rotate and workers are off for 7 days. The proposed temporary housing quarters would house working crews during their 7-day work weeks, thereby substantially reducing daily vehicle trips up and down the mountain. One-way travel times between the Town of Parachute and Berry's working locations are as great as two hours. The proposed temporary employee housing quarters would provide tired staff a safe alternative to driving down the mountain to housing in Parachute, Rifle, DeBeque, or elsewhere after their 12 hour work days/nights are complete. At the end of each 7-day work week, crews would rotate.

### **1.2 Project Location**

Berry's proposed project location is on top of the plateau on the east side of Parachute Canyon in the southeast quarter of the southeast quarter of Section 32, Township 5 South, Range 95 West of the 6<sup>th</sup> Principal Meridian in Garfield County, Colorado. Figure 2 provides a vicinity map showing the location of the proposed temporary employee housing quarters, and the roads to be used for access.

The proposed temporary housing quarters would be located entirely on existing COGCC-permitted well pad for less than a cumulative 365 days. The housing quarters would be temporary and would relocate when the drilling rig is moved elsewhere on Berry's acreage. The goal is to provide temporary housing quarters close to Berry's active working area/drilling rigs to minimize commuting distances and traffic on local roads.

### **1.3 Site Plan Description**

Berry is proposing to install temporary employee housing quarters and any associated infrastructure on COGCC-permitted Berry P-32 well pad on lands owned by Encana Oil and Gas, Inc. The proposed temporary housing quarters would each consist of a group of seven

mobile home buildings (Photo 1) provided by Outpost Office, Inc. In total, the temporary employee housing quarters would each feature up to 16 bedrooms and accommodate up to 24 individuals. In addition to bedrooms, each mobile home building would include a fully equipped bathroom, laundry machines, a kitchen, refrigerator, dining area, a couch, and a satellite television (Photo 2). Figure 3 provides a site plan showing the proposed layout of the temporary housing quarters on the P-32 well pad.

Electric power for the proposed temporary housing quarters would be provided by diesel-fueled electric generators. Potable water and bottled drinking water would be transported by truck, as described in Section 2.0.

#### **1.4 Hours of Operation**

The proposed temporary housing quarters are scheduled to be in continuous operation 24 hours per day, every day, until drilling is moved to a location elsewhere on Berry's acreage.

#### **1.5 Site Access and Anticipated Vehicle Traffic**

Access to Berry's operations and the proposed temporary housing quarters will be via the Wheeler Gulch Access road, located off County Road 215, 3.6 miles northwest of Parachute (see Figure 2). The road is gated and access is controlled by guard shacks at the bottom of the road. Vehicle traffic associated with each of the proposed temporary housing quarters would include approximately 10 light pickup truck trips per day, as well as 6 large truck trips per week for delivery of potable water, removal of wastewater, and removal of trash.

#### **1.6 Emergency Response**

In order to ensure a safe and timely response to emergency situations, Berry will provide the Garfield County Sheriff's Department, the local fire department, and emergency medical service providers with a detailed map showing the location of the proposed temporary housing quarters, detailed directions to it, and GPS coordinates to facilitate timely response. Since the temporary housing quarters would be located within an active field, roads will be well-maintained and snow plowed in the winter to facilitate vehicle access. Berry will also make best efforts to adequately sign access routes to the rig site/housing quarters at key road intersections.

The proposed temporary employee housing sites would be equipped with a cellular phone (assuming there is service) or a satellite telephone to be used to contact emergency response services as needed. A list of emergency contact numbers will be posted at the temporary housing quarters and all personnel occupying them will be informed as to use of the emergency contact list and the cellular/satellite telephone to summon emergency responders, should the need arise.



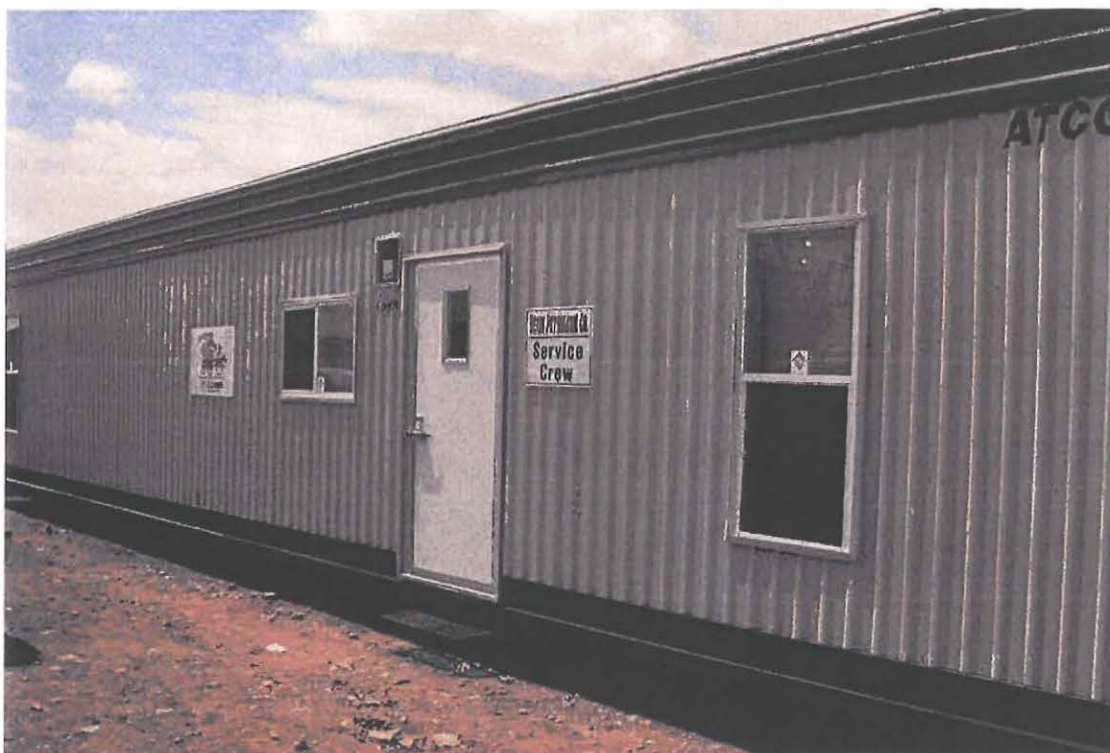


Photo 1. Exterior of Mobile Home Housing Quarters.

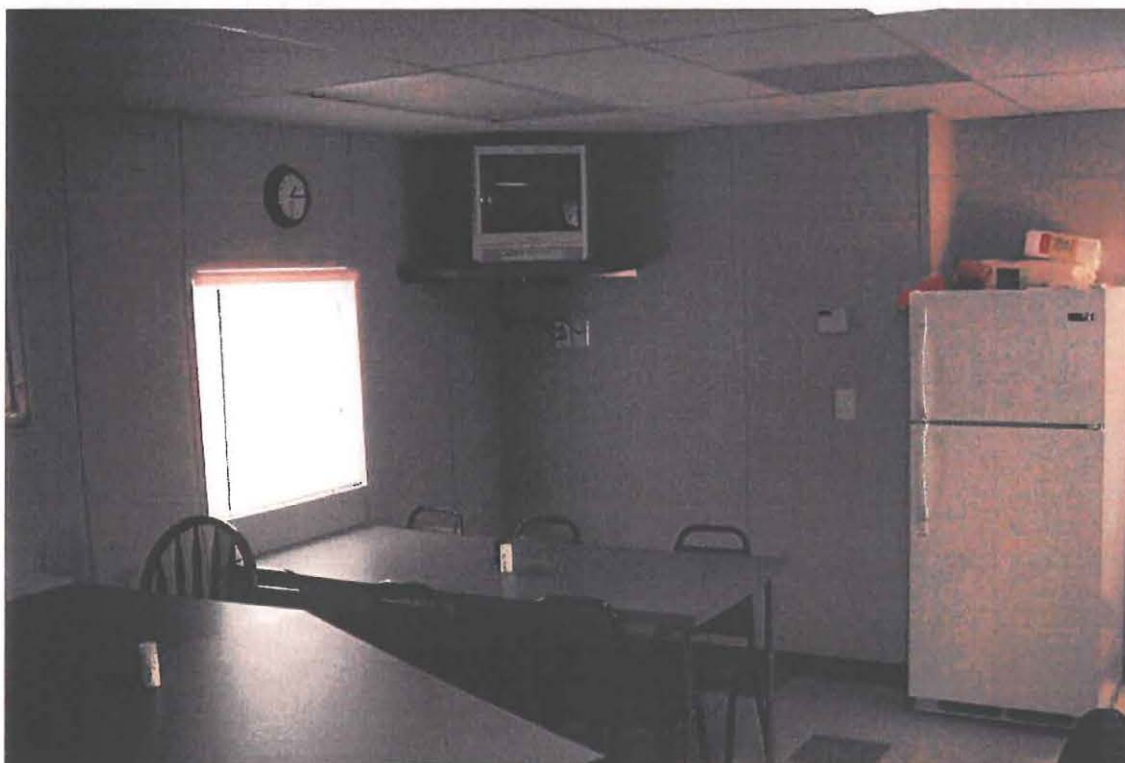


Photo 2. Common Living and Dining Area in Mobile Home with Television.

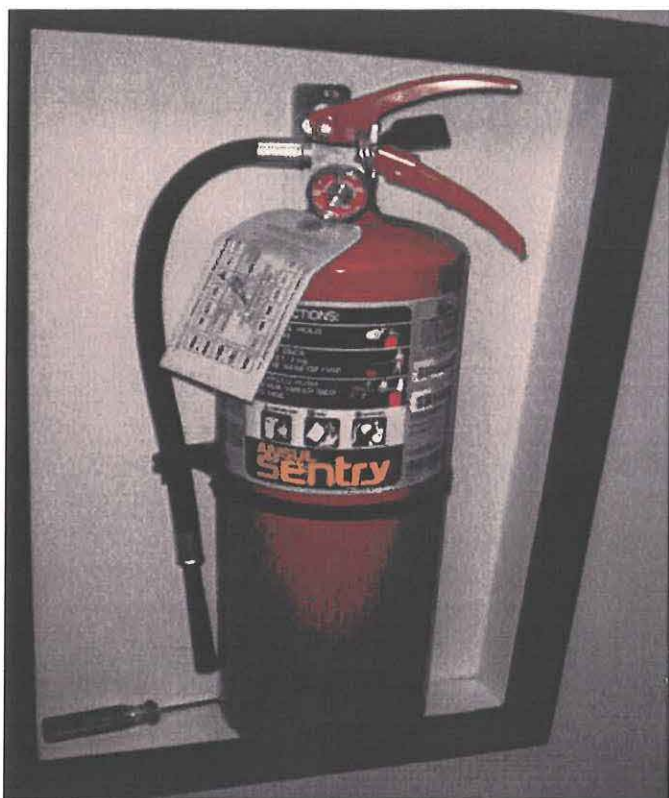


Photo 3 Typical Approved Fire Extinguisher (Class ABC)

In the case of medical emergencies, the type of action taken will depend on the severity of the medical emergency. Should a life threatening medical emergency arise, Berry or its contractors would summon St. Mary's Care Flight for helicopter response. Helicopter landing sites have been established in close proximity to the P-32 well pad temporary housing quarters/drill rig locations. The GPS locations of the landing sites will be provided to both the Garfield County Sheriffs Department and Care Flight. Emergency contact numbers are located at the end of this document. In the case of injuries or medical problems that are not life threatening, the injured worker would either be transported down the mountain in a company/contractor vehicle to the nearest medical center for treatment or transported by ambulance summoned to the site, depending on the circumstances. A well-equipped first aid kit would be located in a central trailer.

The proposed temporary housing quarters would be equipped with smoke and heat detecting fire alarms to alert the occupants of a fire. All occupants would be informed as to escape routes and fire extinguisher locations. All of the mobile home units would be equipped with fire extinguishers capable of fighting A, B, and C-type fires. Fire extinguishers would be mounted on the walls or in easily visible locations. Since the proposed temporary housing quarters would be placed on COGCC-permitted well pad that are clear of vegetation, the risk of wildfires would be minimal. Smoking would only be permitted in designated areas adjacent to the housing quarters. Open fires would not be permitted. Only gas grills would be used outdoors.



## 2.0 WATER USE AND WASTEWATER DISPOSAL

Potable water would be delivered by truck to each of the proposed temporary employee housing quarters by a licensed contractor, as needed for washing and toilet consumption. Potable water would be obtained from Artesian Water Service, which is certified as potable to meet Colorado Department of Public Health and Environment regulations for public water supplies. Based on Colorado law, the potable water supply for the proposed temporary employee housing quarters is not subject to Colorado Primary Drinking Water regulations (5 CCR 1003-1-1.2).

Potable water for the site would be stored in four (4) 3,000 gallons potable water tanks, which would be weather-proof and insulated to prevent freezing. The water would then be piped from these tanks to the internal plumbing systems of the individual mobile home units. Each 3,000 gallon tank would serve one or two individual mobile home units. Potable water would be pressurized by a pump that will deliver water at a pressure of 50 to 60 pounds per square inch to all fixtures in the housing quarters.

Accurate records would be kept to demonstrate that the water supplied is from an approved source and monthly records of potable water samples tested for coli form bacteria would be available to the County upon request. The Garfield County Public Health Department would be notified immediately if tests yield coli form bacteria contamination results. Although it would be suitable for drinking, the potable water to be used at the proposed temporary housing quarters is generally intended for washing, laundry, and toilet flushes. Drinking water would be supplied by a vendor in 5 gallon bottles, and delivered as needed. Water deliveries would be via maintained county and well field access roads that will be kept open on a year-round basis. No on-site well water will be required for the project's duration.

Wastewater would be temporarily stored in three (3) 4,000 gallon waste water holding tanks at each of the proposed employee housing quarters. These tanks would be heated to prevent freezing (Photo 5). Each wastewater holding tank would be equipped with overflow alarms that would be triggered when the tanks reach 80% of capacity. The tanks and piping would be made of proper materials, would be water tight, properly sealed or screened to prevent entry and exit of insects and other vermin. The holding tanks would be pumped by vacuum trucks (Down Valley Septic) two to three times per week to maintain ample storage capacity. Wastewater haul trips would typically remove up to 4,000 gallons from the two holding tanks. The wastewater would then be hauled and disposed of (as appropriate) at the Silt Wastewater Treatment Facility. Records of all wastewater haul trips will be maintained on-site to verify the waste was hauled by an approved service and receipts from the hauler will be kept on record. Letters from both the potable water supplier and the wastewater hauler certifying that they will provide service to the rigs associated with the P-32 temporary employee housing quarters are included with this application as Attachment 1.

Although Garfield County has required the use of Individual Sewage Disposal Systems (ISDS) for wastewater treatment and disposal, Berry would like to request an exception from this requirement due to the short duration the proposed temporary housing quarters would be used at the proposed site. The proposed temporary employee housing quarters on the P-32 well pad would only be used for less than one year, then would be relocated elsewhere. Given this short-term use, the installation of a septic system or other ISDS is not deemed practical at this time.

### 3.0 SITE PLAN

Figure 3 provides a diagram showing where the temporary housing quarters would be located on the P-32 natural gas well pad. Berry's proposed temporary employee housing quarters would not be located within one mile of a state or county roadway.

### 4.0 VICINITY MAP

Figure 2 depicts the location of Berry's operations in relation to nearby roadways on a USGS topographic map. The map also identifies the exact location of Berry's proposed temporary employee housing quarters with GPS coordinates. As stated previously, the proposed temporary housing quarters would be installed on COGCC-permitted natural gas well pad, which are flat to very gently sloping.



Photo 6. Sealed 4,000 Gallon Wastewater Tank in Heated Enclosure.





Photo 7. Bear-Proof Trash Dumpster with Steel Locking Doors.

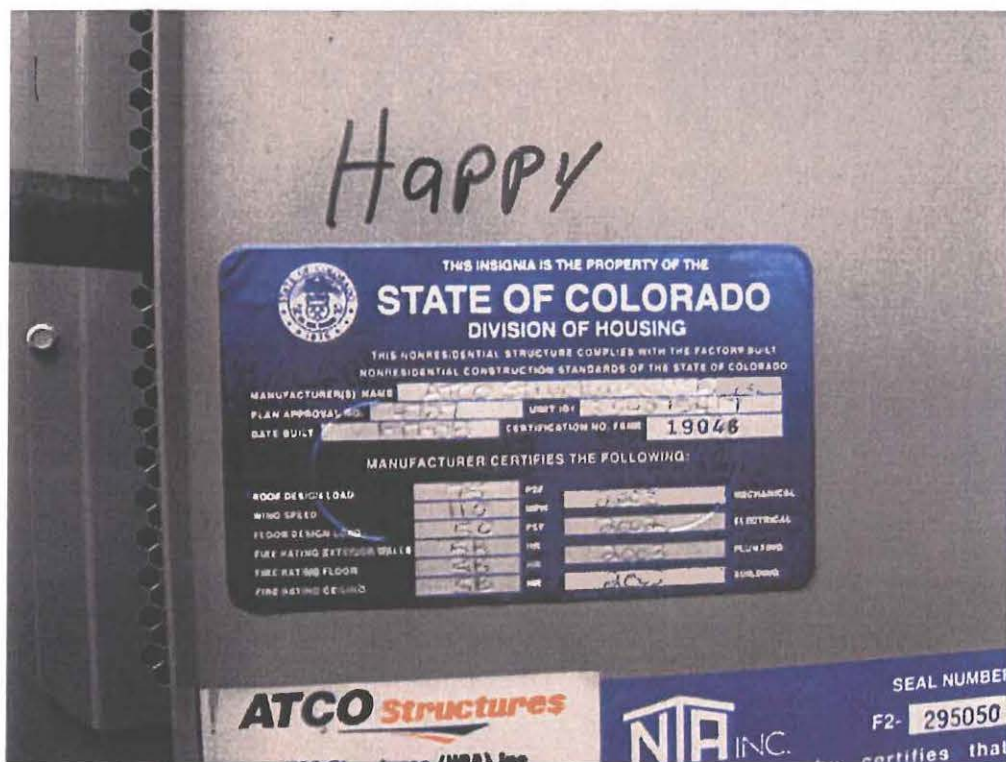


Photo 8 State of Colorado Housing Certification Stamp

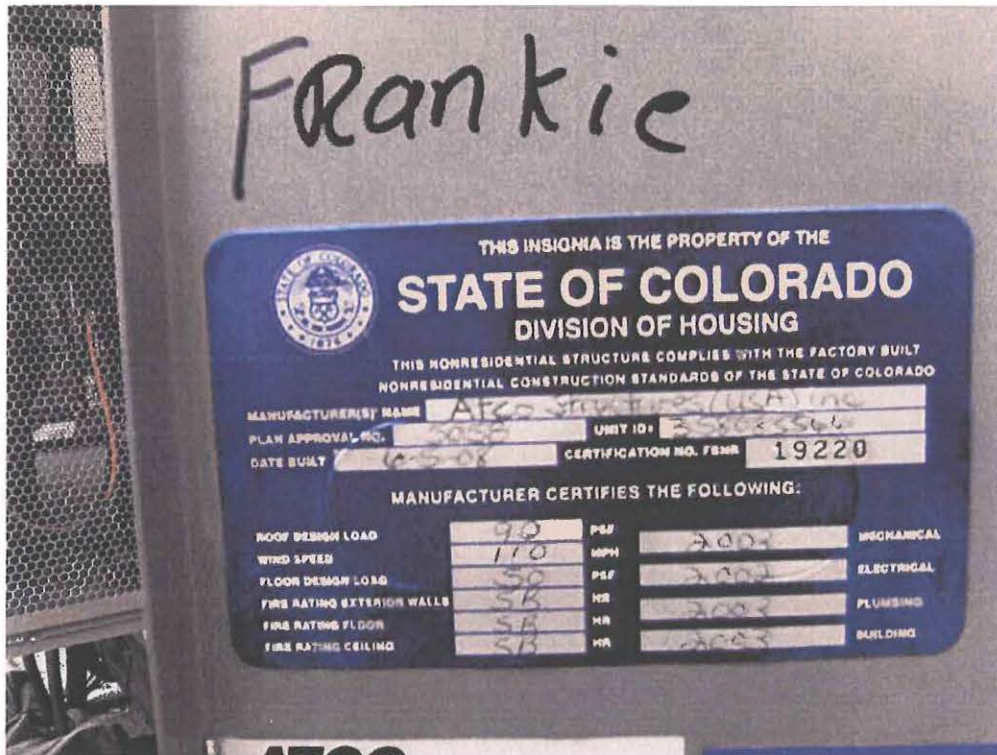


Photo 9 State of Colorado Housing Certification Stamp

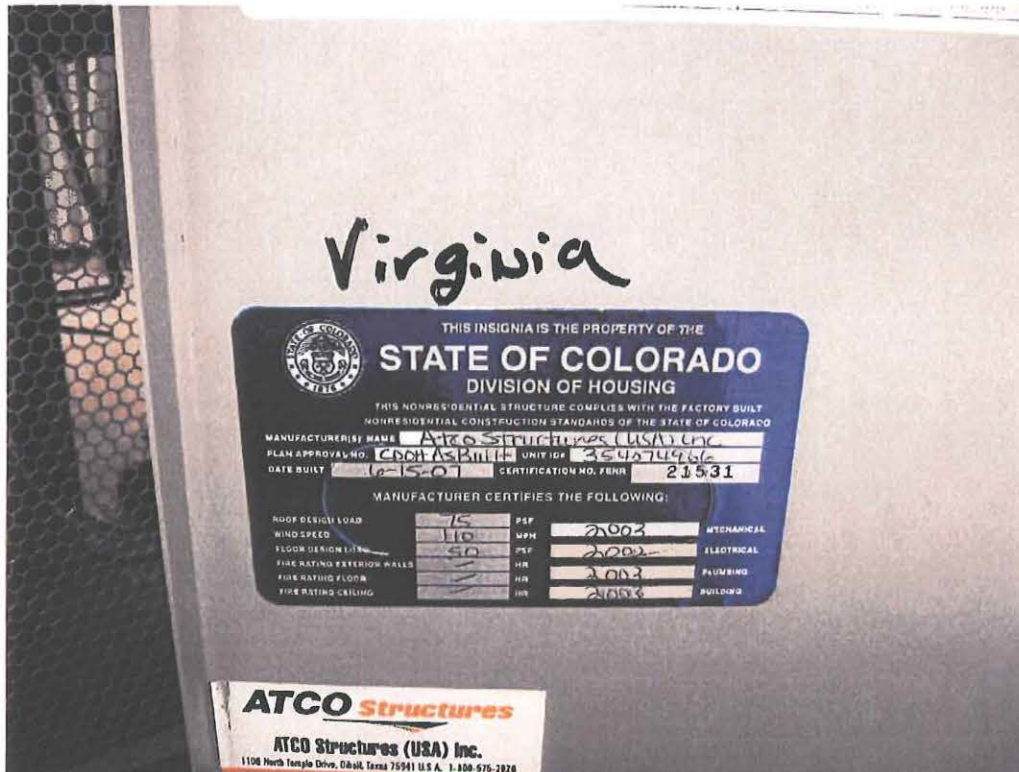


Photo 10 State of Colorado Housing Certification Stamp



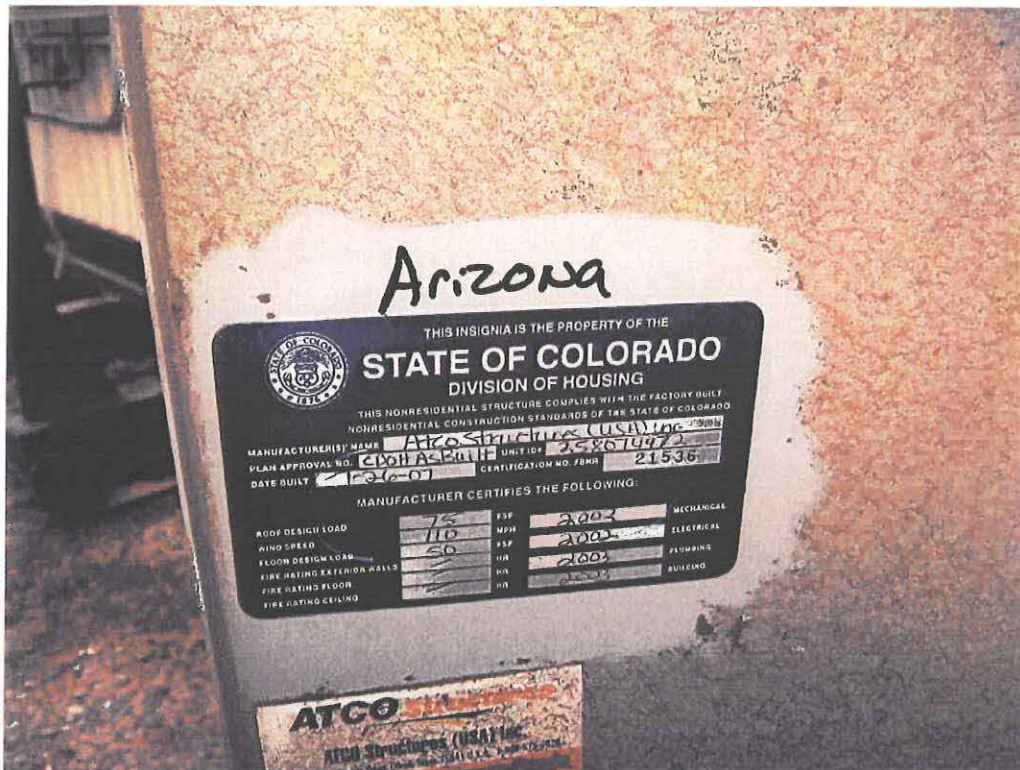


Photo 11 State of Colorado Housing Certification Stamp

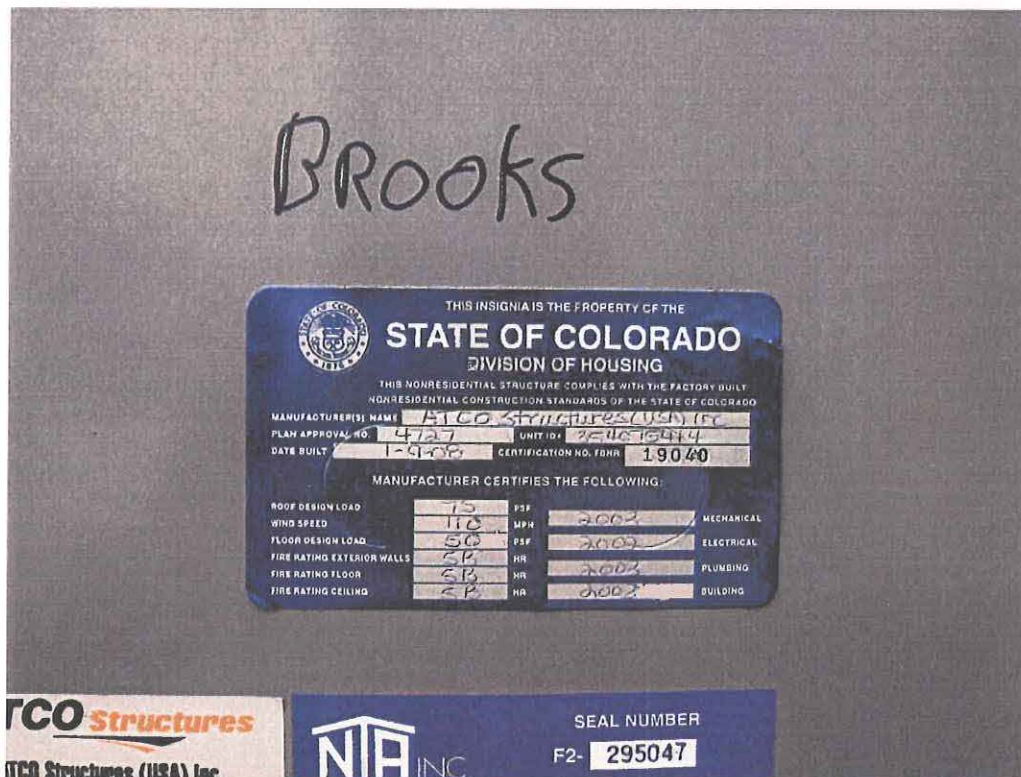


Photo 12 State of Colorado Housing Certification Stamp

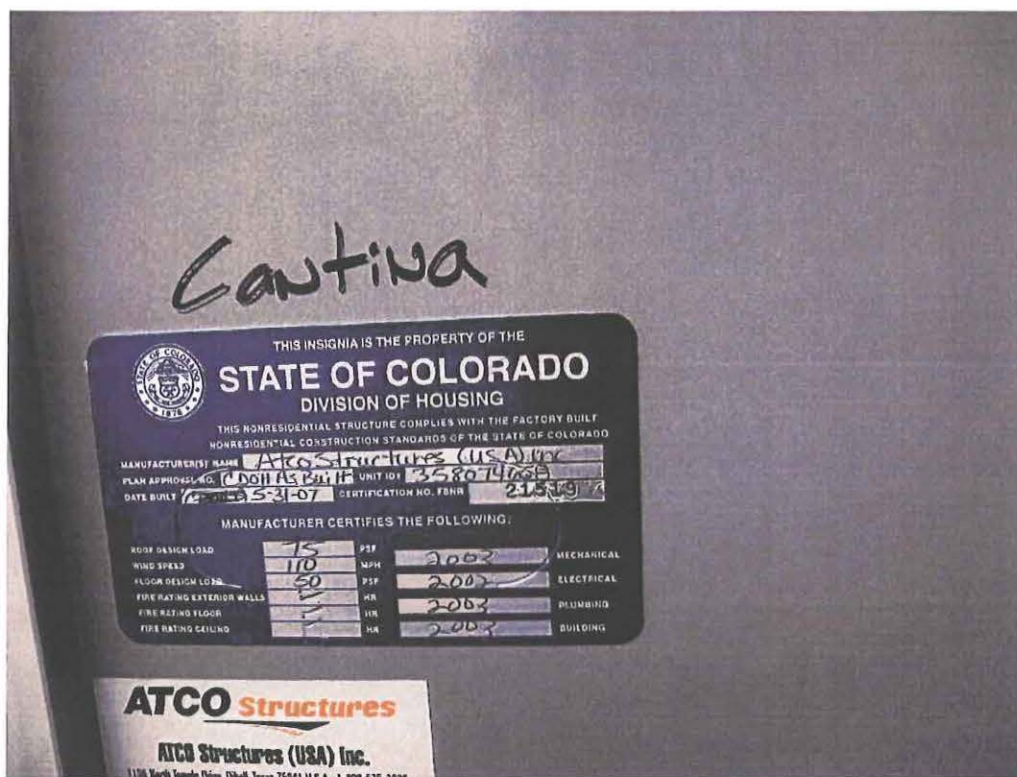


Photo 13 State of Colorado Housing Certification Stamp

## 5.0 GARFIELD COUNTY ASSESSOR'S MAPS

Copies of the Garfield County Assessor's Parcel Maps for the Subject Property, showing Berry's natural gas acreage block (in yellow) and where the proposed temporary employee housing site would be located, are included with this application as Attachment 2. A list of adjacent property owners or those within 200 feet of the Subject Property is provided below in Table 1. The project site is specifically located on Assessor's Parcel Number 213527300015, a tract of land owned by Encana Oil and Gas USA, Inc.

Table 1.

Name of Owner	Address
Board of County Commissioners	109 8 <sup>th</sup> Street, Suite 300 Glenwood Springs, CO 81602
Bureau of Land Management	PO Box 1009 Glenwood Springs., CO 81602
Chevron USA, Inc.	P.O. Box 285 Houston, TX 77001
U. S. NAVAL OIL SHALE RESERVE	PO Box 1009 Glenwood Springs., CO 81602



EXXON MOBIL CORPORATION	PO BOX 53 HOUSTON, TX 77001-0053
OLDLAND, REUBEN G & STEPHANIE DIANE	14667 COUNTY ROAD 5 RIFLE, CO 81650
MOBIL OIL CORP	PO BOX 53 HOUSTON, TX 77001

All mineral rights leased by Berry underlying the Subject Property are owned by Encana Oil and Gas, Inc. A copy of Berry's mineral lease agreement with Encana Oil and Gas, Inc. is provided in Attachment 3.

### 5.1 Mitigation of Impacts to Adjacent Landowners and Other Land Uses

The project site is located in a rural area used for livestock grazing and natural gas production. There are no occupied residences or sensitive land uses, such as schools, in close proximity to Berry's operations.

The temporary housing quarters would be installed on private land owned by Encana Oil and Gas, Inc. Since the temporary housing quarters would be located on existing natural gas well pad, no new surface disturbance would be generated as a result of its installation and no additional impacts to cattle grazing are anticipated. Since the proposed temporary housing quarters would reduce daily commuting activity, the risk of vehicle-livestock collisions would be decreased.

Additional measures that would be taken to reduce impacts to adjacent landowners include:

- No alcohol or illegal drugs would be tolerated at any time in this facility;
- Guns and other weapons would be prohibited;
- Open fires and smoking outside of designated areas would be prohibited to minimize the risk of wildfires;
- Compliance with all posted speed limits on access roads would be required or speed will be limited to 25 mph on roads not posted;
- No pets would be allowed in the temporary housing quarters; and
- A bear-proof trash dumpster and good housekeeping practices would be implemented to prevent animal nuisance problems (Photo 6).

## 6.0 DEED AND LEGAL DESCRIPTION OF THE PROPERTY

Berry Petroleum Company is proposing to install its temporary employee housing on lands owned by Encana Oil and Gas, Inc. Included in Attachment 3 is a copy of the Deed for the subject property, and all other appropriate documentation. The underlying purpose of this project is to support Berry's drilling operations for natural gas on property owned by Encana Oil and Gas, Inc. Encana Oil and Gas, Inc. is the sole owner of minerals underlying the subject

property. A copy of the assignment of Encana Oil and Gas, Inc.'s mineral leases to Berry is also included with this application in Attachment 3. The following is a legal description of the subject property:

**Legal Description:**

**Township 5 South, Range 95 West, 6<sup>th</sup> P.M., Garfield County, Colorado**  
Section 32: S1/2

**7.0 PERFORMANCE STANDARDS**

The following is a discussion of how the proposed facility would comply with relevant standards outlined in Article VII, Section 7-808(D)(2) of the Garfield County Unified Land Use Resolution of 2008.

**Section 7-808(D)(2) Minor Temporary Employee Housing Facility Standards:**

A. Given the shortage of affordable rental housing in Parachute and Rifle, and the remote location of Berry's operations, Berry is requesting a Minor Temporary Employee Housing Facility Permit for its natural gas workers. The proposed temporary housing quarters would comply with all applicable Garfield County building codes, state and federal permit requirements, fire protection district requirements, and fire code requirements. All facilities would be used solely for living quarters in support of Berry's operations and not for recreational purposes. When operations are completed, all housing structures and associated infrastructure would be removed and the lands restored. It is Berry Petroleum Company's intention to provide adequate utility and sanitation services to the proposed temporary housing quarters based on sound engineering practices and in compliance with applicable state and local laws and regulations.

B. Accurate records would be kept to demonstrate that the water supplied is from an approved source and monthly records of potable water samples tested for coli form bacteria would be available to the County upon request. The Garfield County Public Health Department would be notified immediately if tests yield coli form bacteria contamination results.

C. Under no circumstances would unsafe water be used for drinking. Potable water would be obtained from a sources certified to meet Colorado Department of Public Health and Environment standards, as described above. Although it would be suitable for drinking, the potable water to be used at the proposed temporary housing quarters is generally intended for washing, laundry, and toilet flushes. Drinking water would be supplied by a vendor in 5 gallon bottles, and delivered as needed. Water deliveries would be via maintained county and well field access roads that will be kept open on a year-round basis. No on-site well water will be required for the project's duration. No raw sewage or used water would be discharged on the ground surface.

D. All proposed temporary employee housing sites would be maintained in a clean, safe, and sanitary condition, free of weeds and refuse. Any hazardous or noxious materials stored on site

would be managed in accordance with all applicable federal, state, and local laws and regulations.

E/F. All trash and solid wastes generated at the proposed employee housing quarters would be stored in a centralized bear-proof dumpster, which would be made of steel and equipped with locking steel doors. Solid waste from this dumpster would be hauled offsite by a contract waste hauler to the Garfield County landfill. Refuse would be disposed of at least once per week and hauling records made available upon request. Dumpsters will be sized to adequately support the needs of the entire facility.

G. Food storage would be limited to within the proposed temporary employee housing facilities. No outdoor food storage would be allowed.

H/I/J. As discussed in Section 1.6, each mobile home unit (in the bedrooms) and the kitchen/dining trailer would be equipped with smoke and carbon monoxide alarms to alert occupants in the event of a fire. All Temporary Employee Housing Trailers are certified to meet the state's public safety requirements as shown in Photos 8-13. All temporary employee housing occupants would be informed as to escape routes and fire extinguisher locations. Each unit would be equipped with fire extinguishers capable of fighting A, B, and C-type fires. Fire extinguishers would be mounted on the walls or in easily visible locations. Residents would be informed as to the potential for wildfires and no open fires would be permitted at the proposed employee housing quarters. Smoking would only be permitted in designated areas near the units and away from brush and other native vegetation.

K. Occupancy in the Temporary Employee Housing Quarters will be limited to employees and contractors of Berry Petroleum exclusively.

L. Upon completion of on-site industrial and mineral extraction activity or permit expiration, the County will be notified within 10 days and provided dated and signed photos illustrating removal of all structures and infrastructure related to the housing quarters. The site will be restored to the satisfaction of the County Building and Planning Director.

M. No animals will be allowed at the Temporary Housing Quarters.

N. The water supply for each of Berry's proposed temporary employee housing quarters would consist of potable water to be delivered by a licensed contractor (Artesian Water Services), as needed for washing and toilet consumption. Potable water would be obtained from local water wells, and certified as potable to meet Colorado Department of Public Health and Environment standards for public water supplies. Potable water would be stored in four (4) 3,000 gallons potable water tanks, which would be weather-proof and insulated to prevent freezing. The water would then be piped from these tanks to the internal plumbing systems of the individual mobile home units. Each 3,000 gallon tank would serve one or two individual mobile home units and has been sized to meet sprinkler and initial suppression demands. A minimum of 2,500 gallons of water will be stored on-site at all times. Potable water would be pressurized by a pump that will deliver water at a pressure of 50 to 60 pounds per square inch to all fixtures and fire suppression sprinklers in the housing quarters.



O. Any emergency situations requiring action by a regulatory body will be documented and communicated to the county in writing within 24 hours.

P. Access permits will only apply to County Road 215. All other travel is done on private roads. Contractors are responsible for obtaining such permits and are available upon request.

Q. Upon approval of the proposed permit, the Sheriff's Office, fire protection district, and County would be notified within 24 hours of site development activity. Furthermore, Berry Petroleum Company would verify in writing, by site plan and through photo documentation that the sites, water systems, and sewage disposal systems were designed, installed, and inspected in accordance with the Special Use Permit and that it complies with all applicable regulations, permits, and conditions.

R. Records identifying personnel and dates they are housed in the facility will be available upon request.

S. Wastewater Disposal:

As described in Section 2.0, wastewater at each of the temporary housing quarters would be temporarily stored in three (3) 4,000 gallon waste water holding tanks at the proposed employee housing quarters. These tanks would be heated to prevent freezing. Each wastewater holding tank would be equipped with overflow alarms that would be triggered when the tanks reach 80% of capacity. The tanks and piping would be made of proper materials, would be water tight, properly sealed or screened to prevent entry and exit of insects and other vermin. The holding tanks would be pumped by vacuum trucks (Down Valley Septic) two to three times per week to maintain ample storage capacity. Wastewater haul trips would typically remove up to 4,000 gallons from the three holding tanks. The wastewater would then be hauled and disposed of (as appropriate) at the Silt Wastewater Treatment Facility. Records of all wastewater haul trips will be maintained on-site to verify the waste was hauled by an approved service and receipts from the hauler will be kept on record. The facility is not projected to produce in excess of 2,000 gallons of waste per day and access to the site will be maintained year-round for hauling and transportation.

T. As the proposed temporary employee housing quarters would be located on existing active natural gas well pad, permitted by the COGCC, reclamation and revegetation measures for those well pad would be taken at the conclusion of operations in conformance with COGCC standards.



## CONTACT INFORMATION

Surface Owner: P-32 Well Pad (July 2010-July 2011, approximately 365 days):

EnCana Oil & Gas (USA) Inc.  
370 17<sup>th</sup> Street, Suite 1700  
Denver, CO 80202

Berry Petroleum Company 24-Hour Emergency Response Contacts:

**KENNETH KUHN**  
Production Superintendent  
Cellular: (970) 930-0128  
Office: (970) 285-2200

**BERRY PETROLEUM FIELD OFFICE**  
73-B Sippelle Dr.  
Parachute, CO 81635  
(970) 285-2200

**BUD RICE**  
Safety Specialist  
Cellular: (970) 309-4776  
Office: (970) 285-2200

---

**St. Mary's Hospital & Life/Care Flight**  
2635 North 7th Street  
Grand Junction, Colorado 81502  
970-244-CARE (2273)  
1-800-458-3888

**Battlement Mesa Medical Center**  
P.O. Box 912  
Rifle, CO 81650  
970.285.7046

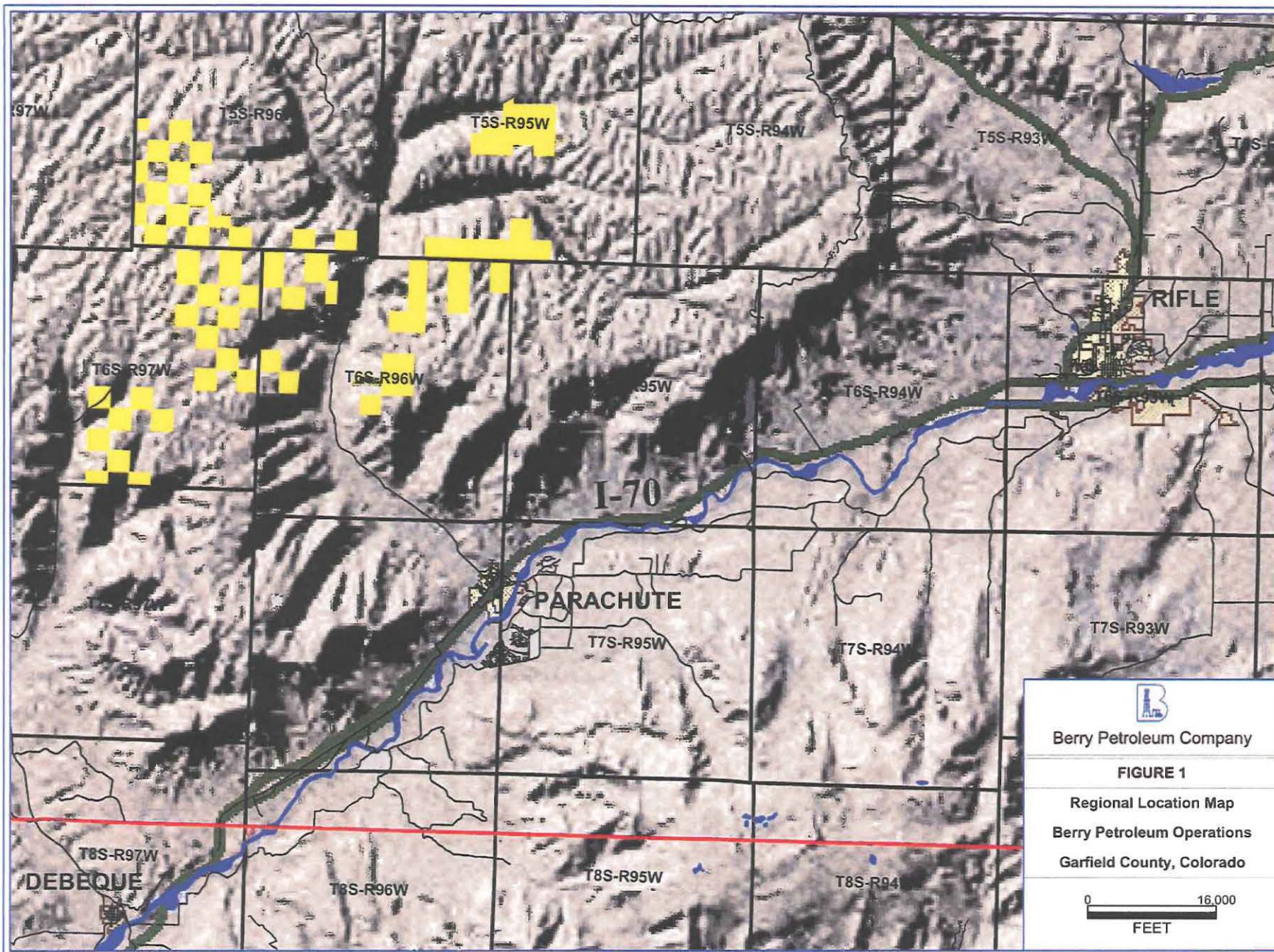
**Grand Valley Fire Protection District**  
1777 S. Battlement Pkwy  
Parachute, CO 81635  
(970) 285-9119

**Grand River Medical Center**  
P.O. Box 912  
Rifle, CO 81650  
970.625.1510

**Garfield County Building and Planning Dept.**  
108 8th St.  
Glenwood Springs, CO 81601  
(970) 945-8212

**Garfield County Sheriff's Office**  
107 8th St  
Glenwood Springs, CO 81601  
(970) 945-0453



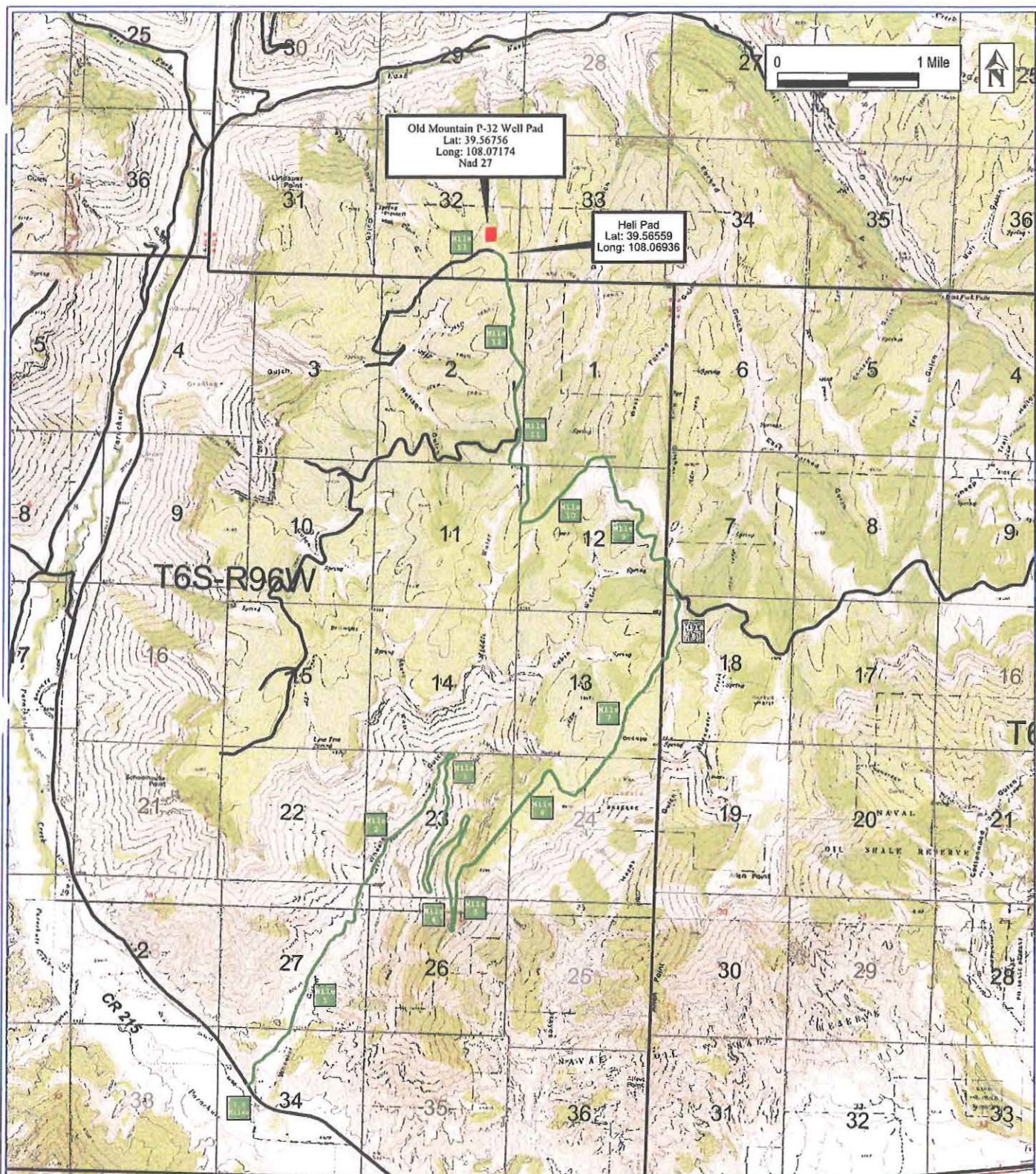


  
Berry Petroleum Company

**FIGURE 1**  
Regional Location Map  
Berry Petroleum Operations  
Garfield County, Colorado

0 16,000  
FEET



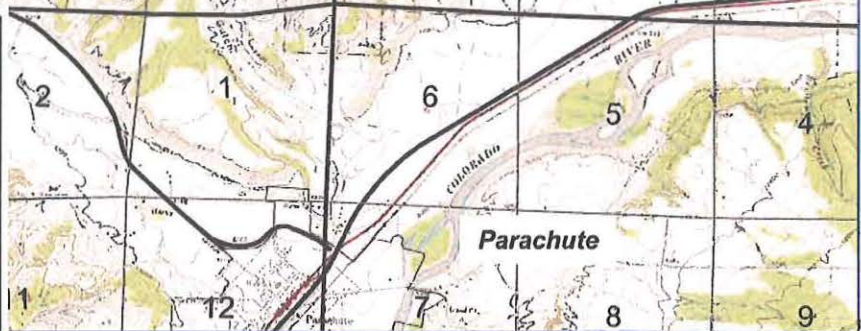


**Old Mountain P-32  
Emergency Response Map  
Garfield County, Colorado**

ate: 06/21/2010 Proximity Map Plan: A



**BERRY PETROLEUM CO.**  
1999 Broadway, Suite 3700  
Denver, Colorado 80202

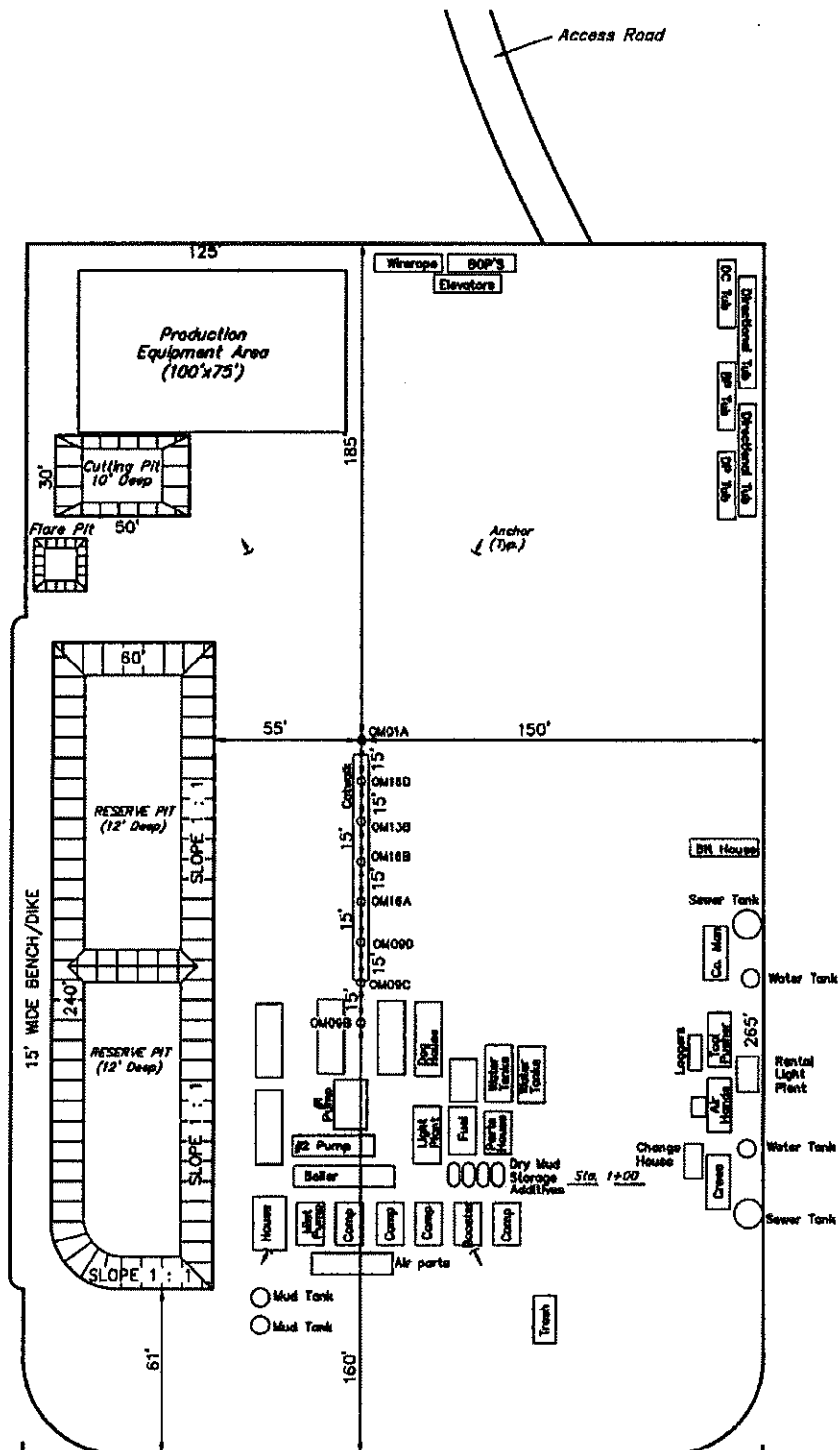




## 365 cumulative days

Flare Pit is to be located a min. of 100' from the Well Head.

**Total Pit Capacity  
W/2' of Freeboard  
= 18,580 Bbls. ±  
Total Pit Volume  
= 4,890 Cu. Yds.**



**Figure 4**  
**Typical Location of Temporary Housing Quarters on Well Pad**







*"Service is not an inconvenience, it's our business and our future."*

June 25, 2010

Berry Petroleum Company  
1999 Broadway, Suite 3700  
Denver, CO 80202  
Attn: Bryan Burns  
Environmental Specialist

Re: Hauler Affidavit P-32 pad

Bryan,

This letter certifies that Artesian Water Service provides potable water delivery for Berry Petroleum Company for the P-32 pad. Artesian Water Service is available 24/7/365 and will provide delivery as scheduled or needed.

Currently, Artesian Water Service has eight potable water bobtails and one transport. All tanks are 304 food grade stainless steel purchased directly out of food grade (milk) or custom made for food grade service. All tanks and water sources are tested as required by CDPHE, and we are in full compliance. All drivers have OSHA 20 training, basic first aid, CPR training and are properly trained in loading and the handling of potable hoses and fittings. We have all potable licenses, including Class D water operator #4028, Class 1 Distribution #2548, and my personal Colorado operator #2987; all on record with OPCO-Colorado. We have two deep well artesian water sources and have two Colorado Potable Service ID#s-CO 139156-Redd -Well and CO 139157-Fleck Well and provide Consumer Confidence Reports (CCRs) annually.

We maintain and leave a record of date, time, ticket #, driver, chlorine residual, and gallons delivered in a binder at your location. Also left in this binder is a copy of CDPHE contacts and tank testing records. We also provide potable water service to schools and we're on the Federal Central Contractor Registry providing service to remote federal locations, including FAA radar sites.

Potable water service is our only business, not part of our business. All of our license #'s are on every delivery ticket along with my personal cell phone available 24/7/365. As our tickets say *"Service is not an inconvenience, it's our business and our future."*

Thanks for taking time to review this information.

Nicholas M. "Mark" Hudson  
OWNER

PO Box 1814 Grand Junction, CO 81502  
970-250-9388



*"Service is not an inconveniencce, it's our business and our future."*

June 22, 2010

Berry Petroleum Company  
1999 Broadway, Suite 3700  
Denver, CO 80202  
Attn: Bryan Burns  
Environmental Specialist

Bryan,

Potable water will be delivered to the P-32 pad. Water will be transported in stainless steel tanked trucks from a source that meets the CDPHE standards for drinking water. Documentation of the sources for water delivery is provided in the Hauler Affidavit.

Storage: 3200 gallons  
1-3200 gallon tanks

Expected Usage  
75 gallons/day/person  
1000 to 1500 gallons/day/total

Frequency of Delivery  
3500 gallons every 3-4 days; determined by actual average usage

During inclement weather, water tanks will be kept as full as possible in the event rain or snow events disrupt the regular delivery of water.

Artesian Water Service  
Contact: 24/7/365: Mark Hudson-Owner-Cell 970-250-9388  
PWSID/Source Water #'s-139156 and 139157

Thank you for taking the time to review this information,

Kjersti Hudson  
Finance & Compliance Manager

PO Box 1814 Grand Junction, CO 81502  
970-250-9388



## Down Valley Septic, LLC

P.O. Box 1929 • Rifle, CO 81650

970-625-5556

www.dvseptic.com

June 24, 2010

Berry Petroleum

Attn: Bryan Burns

Fred Jarvis

Director – Garfield County Building and Planning Department

108 8<sup>th</sup> Street, Suite 401

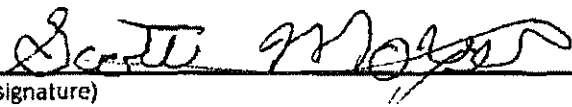
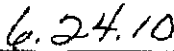
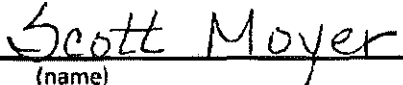

Glenwood Springs, CO 81601

Re: Hauler Affidavit for I-21, C-19, M-15, and P-32.

Dear Bryan:

Please accept this letter as certification that Down Valley Septic provides sewage collection and portable restrooms for Berry Petroleum.

I certify that Down Valley Septic will provide above services for Berry Petroleum for the I-21, C-19, M-15, and P-32. Service will be provided as needed. Down Valley Septic is available 24 hours a day, 7 days a week, 365 days a year. Collected sewage will be disposed of at the Silt Wastewater Treatment Facility, a state certified location.

	
(signature)	(date)
	
(name)	(title)

Please contact me if you need any additional information at 970-625-5556.

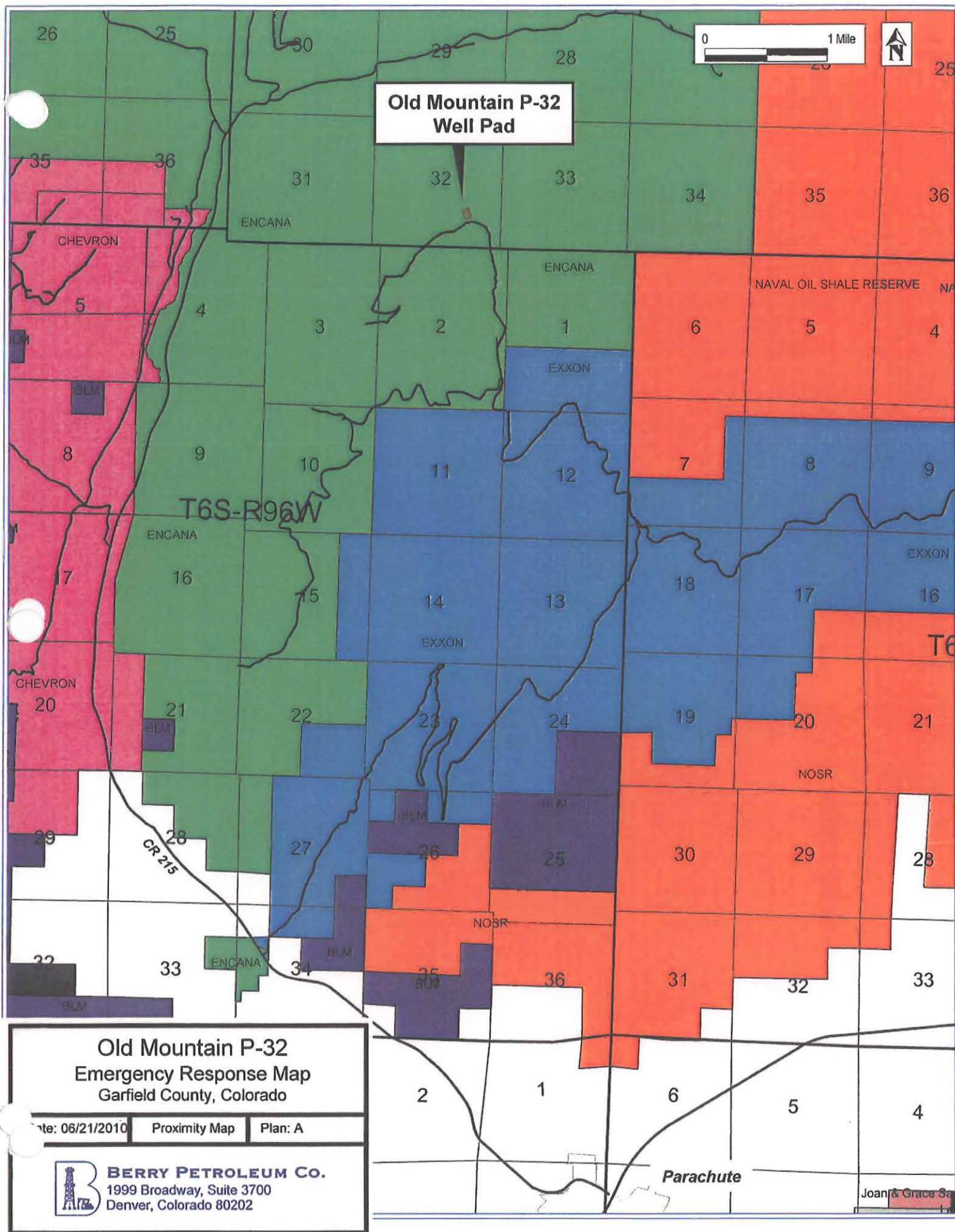
Thank you,

Scott Moyer

Down Valley Septic







**Old Mountain P-32  
Well Pad**

**T6S-R96W**

**Old Mountain P-32  
Emergency Response Map  
Garfield County, Colorado**

Date: 06/21/2010    Proximity Map    Plan: A



**BERRY PETROLEUM CO.**  
1999 Broadway, Suite 3700  
Denver, Colorado 80202

**Parachute**

Joan & Grace Sa









**EnCana Oil & Gas (USA) Inc.**

370 17th Street  
Suite 1700  
Denver, CO 80202

tele (303) 623-2300  
fax (303) 623-2400  
www.encana.com

April 23, 2007

Chris Freeman  
Berry Petroleum Company  
950 17<sup>th</sup> Street, Suite 2400  
Denver, CO 80202

Re: Berry Petroleum Company Temporary Mobile Home Quarters  
EnCana Oil & Gas (USA) Inc. North Parachute Ranch  
Garfield County, Colorado

Dear Mr. Freeman:

EnCana Oil & Gas (USA) Inc., owner of the surface of the North Parachute Ranch, agrees to permit Berry Petroleum Company to install and operate temporary mobile home quarters on its surface under the following terms and conditions:

1. Each temporary employee housing site will be located on an active drilling location.
2. Berry will provide 24-hour supervision of the temporary housing sites and will routinely check the housing facilities to verify the residents of these sites are in compliance with Berry company policies.
3. Supervisors will additionally ensure compliance with all terms and conditions of that certain Surface Use License Agreement dated June 7, 2006 and entered into by and between Berry Petroleum Company and EnCana Oil & Gas (USA) Inc.
4. Berry will install and operate the proposed temporary employee housing quarters in accordance with all applicable State and County laws and regulations.

Please advise if you require additional information in this regard.

Very truly yours,

Kirsten E. Oranhood  
Group Lead - Land, North Piceance Team  
EnCana Oil & Gas (USA) Inc.

**SECOND AMENDED AND RESTATED  
LEASE AGREEMENT**

THIS AGREEMENT ("Agreement") made effective June 7, 2006 between Pavillion Land Development, LLC, 370 17<sup>th</sup> Street, Suite 1700, Denver, CO 80202 (Lessor), and EnCana Oil & Gas (USA) Inc., 370 17<sup>th</sup> Street, Suite 1700, Denver, CO 80202 (Lessee) amends, restates and supersedes that certain Lease Agreement between Lessor and Lessee dated effective June 7, 2006, recorded in Book 1817 at Page 429 as document Number 701520 in the Garfield County, Colorado records, and that Amended and Restated Lease Agreement dated effective June 7, 2006, recorded in Book 1821 at Page 104 as document Number 702325 in the Garfield County, Colorado records. Lessor and Lessee agree as follows:

**WITNESSETH:**

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, of the royalties hereinafter provided, and the agreements of Lessee herein contained, and subject to the further provisions hereof, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, drilling for, producing, saving, taking, owning, transporting, storing, handling and treating oil and gas (but excluding oil shale and oil shale and any other rights within the Green River Formation from the surface to a depth that is stratigraphically equivalent to the "Orange Marker" within the Garden Gulch member of the Green River Formation, such depth being the stratigraphic equivalent to a depth of 2,105' in the Skelly Oil Company #1 Dry Fork Unit well, SW/4NW/4SE/4, Section 25, Township 4 South, Range 97 West of the 6<sup>th</sup> PM, Garfield County, Colorado) from the lands described in Exhibit "A" attached hereto ("Lease Premises") containing 25,444.82 acres, more or less. The words "oil and gas" as used in this Agreement include, oil, gas (including natural gas, helium and carbon dioxide) gas distillate and other liquid hydrocarbons.
2. This Agreement shall be for a term of five (5) years ("Primary Term") from the date hereof, and as long thereafter as oil or gas is produced from the Lease Premises in paying quantities or held in accordance with any other term or provision contained herein.
3. The royalties reserved by Lessor, and which shall be paid by Lessee in money or in kind to the Lessor at its option, as hereinafter provided, shall be sixteen and two thirds percent (16.67%) (a) on oil (including but not limited to distillate and condensate) produced and sold from the Lease Premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the Lease Premises or in the manufacture of gasoline or other product, the contract price (i.e., the price contracted for by the Lessee) of the gas sold or used; (c) on sulfur produced from the Lease Premises and marketed, of the market value thereof at the time of sale. Lessor may take the gas produced from said land in kind at a location to be designated and agreed upon by Lessor and Lessee. As used herein, the term gas well or

Attn: [illegible]  
[illegible]

991  
401  
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wells shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified or capable of being classified as gas wells by any governmental authority. Lessor's royalty shall be delivered free of all costs, expenses and Ad Valorem taxes assessed on equipment value, but shall bear their share of Ad Valorem taxes assessed on production value and gross production taxes.

4. Lessor reserves the continuing right, at its cost and expense, to take in kind or separately dispose of its royalty share of the oil and gas produced from the Lease Premises as of the first day of the month following Lessor's thirty (30) day advance written notice to Lessee.
5. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS DISTINCTLY UNDERSTOOD AND AGREED THAT LESSOR DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, AS TO ALL OR ANY PORTION OR PORTIONS OF THE LEASE PREMISES.
6. The rights of Lessor hereunder may be assigned in whole or in part; however, the rights of Lessee shall not be assigned without the written consent of Lessor and such consent shall not be unreasonably withheld or delayed. No change or division of ownership of the minerals covered hereby or royalties, however accomplished, shall increase the obligations or diminish the rights of Lessee, nor shall any such change or division be binding on Lessee until sixty (60) days after Lessee shall have been furnished with a certified copy of recorded instrument or instruments evidencing same.
7. Lessee will not lease the Lease Premises, or any portion thereof, from any person claiming adversely to Lessor without prior notice to Lessor.
8. Lessee shall have the right at any time during or within three (3) months after the expiration of this Agreement to remove all property and fixtures owned by Lessee on the Lease Premises.
9. At the expiration of the Primary Term hereof, this Agreement shall terminate as to any 160 acre tract on which a well producing from the Williams Fork formation is not located. The provisions of the foregoing shall be applicable on a 160 acre tract by tract basis. Within thirty (30) days after any termination, Lessee, its successors and assigns, agree to prepare and execute a release of this Agreement as to any portion of the Lease Premises which are terminated. Any such release shall forthwith be filed for record by Lessee in the county where the Lease Premises are situated, and the recorded instrument, or a certified copy of the recorded instrument by the County Clerk of the county in which the instrument is recorded, shall be furnished to Lessor. It is agreed that as long as this Agreement remains in force as to any part of the Lease Premises, existing roads, pipelines and gathering systems on those portions of the Lease Premises as to which this Agreement expires may, nevertheless, be used by lessee, its successors and assigns, only to the extent necessary for ingress and egress for gathering, transporting, treating, processing, and storing oil and/or gas produced from the Lease Premises as to which this Agreement remains in force.

10. If Lessee is rendered unable, wholly or in part, by a force majeure event to carry out its obligations under this Agreement, other than the obligation to make money payments, the Lessee shall give the Lessor prompt written notice describing the force majeure event in reasonable detail. Thereupon, the obligations of the Lessee, so far as it is affected by the force majeure event, shall be suspended during, but no longer than, the continuance of the force majeure event. The Lessee shall use all reasonable diligence to remove the force majeure event as quickly as practicable. The requirement that any force majeure event be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other labor difficulty by Lessee, contrary to its wishes, and settlement or resolution of such matters shall be within the discretion of Lessee. The term force majeure event as used herein, shall mean an act of God, act of terrorism, strike, lockout or other industrial disturbance, act of the public enemy, war, blockage, public riot, lightening, fire, storm, flood, explosion, governmental action, restraint or inaction, inability to obtain access, ingress or egress to conduct operations, and any other cause, whether similar or dissimilar, which is not reasonably within the control of Lessee.
11. Lessor does not warrant title, either express or implied, to the Lease Premises, but it is agreed that if Lessor owns an interest in the Lease Premises less than the entire fee simple estate in the oil and gas, then the royalties to be paid Lessor shall be reduced proportionately in accord with the interest owned.
12. Lessee agrees to furnish Lessor with cores, samples, logs and other information and data relating to any well drilled hereunder, together with such other information and data reasonably requested by Lessor, and normally supplied in connection with evaluating the results of wells.
13. Lessee acknowledges and agrees that the Lessor, as owner of the oil shale deposits (which are expressly excluded from this Agreement) present within the Lease Premises covered in whole or in part by this Agreement, holds the dominant mineral estate. Lessee agrees to the following stipulations for the protection of oil shale:
  - a. No wells will be drilled for oil or gas except upon approval by Lessor, which approval shall not be unreasonably withheld or delayed. Drilling will be permitted only in the event that it is established to the reasonable satisfaction of the Lessor that such drilling will not interfere with the mining and extraction of the shale oil;
  - b. No well will be drilled for oil or gas at a location which, in the opinion of Lessor, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of oil shale deposits or the extraction of shale oil by in situ methods;
  - c. The drilling or the abandonment of any well on the Lease Premises within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the Lessor may prescribe as necessary to prevent the flow

or infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits;

d. Directional surveys of all holes drilled from surface to total depth;

e. All wells will be cased and cemented to adequately protect all fresh water zones from gas bearing zones in accordance with Colorado Oil and Gas Conservation Commission (COGCC) Rule 317;

f. All cementing and plugging procedures will be initiated in accordance with COGCC Rule 319.

If any producing well or other facility interferes with planned oil shale operations or other surface use required by Lessor, Lessor reserves the right to (1) drill a replacement well at its cost, (2) relocate the well or facilities at its cost, or (3) pay Lessee the fair market value of the remaining reserves in such well. If Lessor's development or proposed development of oil shale deposits reduces the value of Lessee's oil and gas reserves, Lessor shall pay Lessee the fair market value of such reserve reduction.

14. Lessee shall construct all roads and well pads in accordance with sound engineering practices. Plans and specifications as set out on Lessee's Application's for Permits to Drill (APD's) shall be submitted to Lessor for review and approval prior to construction. Other conditions shall apply as follows:

a. No use or possession of firearms, explosives, weapons, alcoholic beverages, illicit or unprescribed controlled drugs or drug paraphernalia, or dogs are allowed on the Lease Premises. There shall be no hunting allowed on the Lease Premises. Lessee agrees to notify all of its contractors, agents and employees of these restrictions. Any individual or company that violates this provision will be denied access by Lessor.

b. Access to any well shall be limited to required personnel only. Lessee shall notify Lessor twenty-four (24) hours prior to entry by non-required personnel, including but not limited to regulatory agencies, provided Lessee is aware of the need for entry.

c. Field trailers required on site shall be fully self-contained, adhere to Garfield County rules and regulations, and disposal of all sewage and waste shall be made off the Lease Premises in accordance with local and/or state disposal regulations.

d. Lessee shall control noxious weeds of any kind that develop on the Lease Premises. Any non-biodegradable chemical spraying of soil for weed control shall require advance approval by Lessor.



e. Reserve Pit Provisions:

1. All pits will be closed within one drying season or one year in conformance with COGCC regulations and only after the prior inspection by Lessor.
2. Pits shall not deviate from the cross sections of the pit and pad as shown on the survey plats for each well drilled on the Lease Premises.
3. All pits shall be constructed in accordance with the COGCC 900 Series regulations and shall maintain a 2-foot freeboard at all times below the ground surface. Berms shall be constructed around each pit to prevent pit water from escaping from the pit. The berm shall not be used in determining the amount of freeboard in the pit.
4. There shall be no excavation beyond the pit edges so as to create extra space to soak up fluids.
5. All fluids will remain within freeboard limits.
6. If requested by Lessor, Lessee shall, at Lessee's direction, utilize lined pits and/or a "closed" mud system in its drilling operations.

f. After drilling and completion operations, there shall be no open production pits on the Lease Premises.

g. There shall be no storage of equipment and/or stacking of rigs on the Lease Premises, except for temporary storage of equipment related to the mobilization / de-mobilization of rigs being utilized by Lessee on the Lease Premises.

h. Following completion of any well and reclamation, if requested by Lessor, the entire well pad shall be fenced with smooth three-strand wire.

i. All trees required to be cleared to accommodate the well pad location shall be cut to firewood length and stacked on-site.

j. Well pad locations shall be constructed to comply with the Colorado Department of Public Health and Environment (CDPHE) Stormwater Discharge Regulations. Erosion and sediment control measures will be employed before, during, and after drilling and completion activities to prevent erosion resulting from storm events. Stormwater erosion and sediment controls to be employed by Lessee shall be approved by Lessor prior to commencement of construction activities. Erosion controls proposed for this project shall be maintained until re-vegetation has been established to within 70% of pre-disturbance conditions.

k. All production tanks (condensate or water) shall be placed on non-permeable liners and surrounded by metal containment walls at least 3-feet in height. The liners shall be secured at least two feet above the ground surface and onto the metal containment walls.

l. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon the Lease Premises as a result of Lessee's operations, Lessee, at its expense, shall be obligated to clean the affected lands to the satisfaction of Lessor to meet applicable state and federal standards, and any governmental body having

jurisdiction. Lessee agrees to indemnify, hold harmless and defend Lessor against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys fees) incurred by Lessor as a result of any such discharge, spillage, emission or pollution that is a result of Lessee's operations, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement, unless such liability, cost or expense is proximately caused by the active negligence of Lessor.

m. Lessee must either set and cement surface casing on all wells located on a single well pad prior to the commencement of completion operations on any well located on the well pad, or temporarily abandon any producing well on the pad, setting a plug within fifty feet (50') of the shallowest producing horizon prior to commencing operations on a new well located on the well pad; provided that after the date hereof, Lessor and Lessee will cooperate to develop and agree on alternative simultaneous operations procedures.

n. Lessee shall provide Lessor with a copy of its emergency response plan along with a list of 24-hour emergency contacts responsible for operations on the Lease Premises prior to commencement of any field activities.

15. Reclamation: During construction, topsoil will be isolated from other soils and placed and stacked per Lessor's requirements and kept out of the drainage. All cuts, fill slopes, pit and topsoil piles and soil piles will be stabilized and revegetated immediately following construction. Land surrounding any well pads will be brought back to a 3-1 slope during interim reclamation. All areas of soil disturbance shall be smooth graded, cultivated to provide a loose seed bed of a minimum of 6 inches in depth, fertilized with 250 pounds of 46-0-0 per acre, seeded with the seed mixture listed below, and mulched with 1 1/2 tons of grass hay crimped into the soil. It is Lessee's responsibility to continue to maintain stormwater erosion controls during this phase of reclamation as well. Lessor retains the option of altering the seed mixture before seeding is conducted. The intent is to revegetate the site in order to control erosion, weed growth and preclude the need to return the site to a "natural pre-existing condition" which is costly and not beneficial to either Lessor and Lessee.

<u>Species</u>	<u>Origin</u>	<u>Pounds Pure Live Seed Per Acre</u>
Western Wheatgrass	Rosana	4.0
Sideoats Grama	Vaughn	2.0
Basin Wildrye	Magnar	3.0

16. All of the provisions hereof shall be binding on Lessor and Lessee and their respective successors and assigns.

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7 of 8 R 41.00 D 0.00 GARFIELD COUNTY CO

17. This Agreement may not be modified or amended except pursuant to a written agreement signed by all of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed on this 19th day of July 2006, but effective the 7<sup>th</sup> day of June, 2006.

LESSEE

LESSOR

EnCana Oil & Gas (USA) Inc.

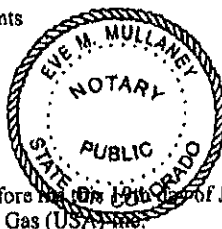
Pavillion Land Development, LLC

By: Douglas W. Jones  
Attorney-in-Fact

By: Don R. McClure, Manager

Acknowledgements

STATE OF COLORADO )  
COUNTY OF DENVER )



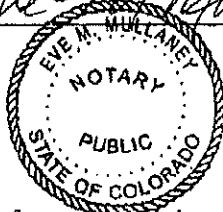
The foregoing instrument was acknowledged before me this 19th day of July 2006, by Douglas W. Jones as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc.

My Commission Expires:

11/10/2009

Notary Public

*Eve M. Mullaney*



STATE OF COLORADO )  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 19th day of July 2006, by Don R. McClure as Manager of Pavillion Land Development, LLC.

My Commission Expires:

11/10/2009

Notary Public

*Eve M. Mullaney*

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8 of 8 R 41.00 D 0.00 GARFIELD COUNTY CO

Exhibit A

Attached to and made a part of that certain Second Amended and Restated Lease Agreement dated effective June 7, 2006, by and between Pavillion Land Development, LLC, Lessor, and EnCana Oil & Gas (USA) Inc., Lessee

All mineral interests conveyed by Union Oil Company of California to Tom Brown, Inc. in that certain Quit Claim Deed dated June 11, 2004, and recorded in Book 1602 at Page 342 in the following described lands:

Township 5 South, Range 95 West of the 6<sup>th</sup> P.M.,  
Township 5 South, Range 96 West of the 6<sup>th</sup> P.M.,  
Township 6 South, Range 96 West of the 6<sup>th</sup> P.M., less and except  
Section 4: Lots 10, 12, NW/4SW/4  
Section 9: Lots 10, 11, 12, and 13  
Section 16: Lots 13, 14, E/2SW/4  
Section 27; Section 28: E/2; Sections 32, 33, 34 and 35

Garfield County, Colorado



AMENDED AND RESTATED  
LEASE AGREEMENT

THIS AGREEMENT ("Agreement") made effective June 7, 2006 between Pavillion Land Development, LLC, 370 17<sup>th</sup> Street, Suite 1700, Denver, CO 80202 (Lessor), and EnCana Oil & Gas (USA) Inc., 370 17<sup>th</sup> Street, Suite 1700, Denver, CO 80202 (Lessee) amends, restates and supersedes that certain Lease Agreement between Lessor and Lessee dated effective June 7, 2006, recorded in Book 1817 at Page 429 as document Number 701520 in the Garfield County, Colorado records. Lessor and Lessee agree as follows:

WITNESSETH:

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, of the royalties hereinafter provided, and the agreements of Lessee herein contained, and subject to the further provisions hereof, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, drilling for, producing, saving, taking, owning, transporting, storing, handling and treating oil and gas (but excluding oil shale and oil shale and any other rights within the Green River Formation from the surface to a depth that is stratigraphically equivalent to the "Orange Marker" within the Garden Gulch member of the Green River Formation, such depth being the stratigraphic equivalent to a depth of 2,105 in the Skelly Oil Company #1 Dry Fork Unit well, SW/4NW/4SE/4, Section 25, Township 4 South, Range 97 West of the 6<sup>th</sup> PM, Garfield County, Colorado) from the lands described in Exhibit "A" attached hereto ("Lease Premises") containing 25,889.21 acres, more or less. The words "oil and gas" as used in the lease include, oil, gas (including natural gas, helium and carbon dioxide) gas distillate and other liquid hydrocarbons.
2. This Agreement shall be for a term of five (5) years ("Primary Term") from the date hereof, and as long thereafter as oil or gas is produced from the Lease Premises in paying quantities or held in accordance with any other term or provision contained herein.
3. The royalties reserved by Lessor, and which shall be paid by Lessee in money or in kind to the Lessor at its option, as hereinafter provided, are (a) on oil (including but not limited to distillate and condensate) sixteen and two thirds percent (16.67 %) of that produced and sold from the Lease Premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the Lease Premises or in the manufacture of gasoline or other product, the contract price (i.e., the price contracted for by the Lessee) of the gas sold or used; (c) on sulfur produced from the Lease Premises and marketed, of the market value thereof at the time of sale. Lessor shall take the gas produced from said land in kind at a location to be designated and agreed upon by Lessor and Lessee. As used herein, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified or capable of being classified as gas wells by any

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governmental authority. Lessor's royalty shall be delivered free of all costs, expenses and Ad Valorem taxes assessed on equipment value, but shall bear their share of Ad Valorem taxes assessed on production value and gross production taxes.

4. Lessor reserves the continuing right, at its cost and expense, to take in kind or separately dispose of its royalty share of the oil and gas produced from the Lease Premises as of the first day of the month following Lessor's thirty (30) day advance written notice to Lessee.
5. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS DISTINCTLY UNDERSTOOD AND AGREED THAT LESSOR DOES NOT, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, AS TO ALL OR ANY PORTION OR PORTIONS OF THE LEASE PREMISES.
6. The rights of Lessor hereunder may be assigned in whole or in part; however, the rights of Lessee shall not be assigned without the written consent of Lessor and such consent shall not be unreasonably withheld or delayed. No change or division of ownership of the minerals covered hereby or royalties, however accomplished, shall increase the obligations or diminish the rights of Lessee, nor shall any such change or division be binding on Lessee until sixty (60) days after Lessee shall have been furnished with a certified copy of recorded instrument or instruments evidencing same.
7. Lessee will not lease from any person claiming adversely to Lessor without prior notice to Lessor.
8. Lessee shall have the right at any time during or within three (3) months after the expiration of this Agreement to remove all property and fixtures owned by Lessee on the Lease Premises.
9. At the expiration of the Primary Term hereof, this lease shall terminate as to any 160 acre tract on which a well producing from the Williams Fork formation is not located. The provisions of the foregoing shall be applicable on a 160 acre tract by tract basis. Within thirty (30) days after any termination, Lessee, its successors and assigns, agree to prepare and execute a release of this Agreement or any portion of this lease which is terminated. Any such release shall forthwith be filed for record by Lessee in the county where the land is situated, and the recorded instrument, or a certified copy of the recorded instrument by the County Clerk of the county in which the instrument is recorded, shall be furnished to Lessor. It is agreed that as long as this Agreement remains in force as to any part of said land, existing roads, pipelines and gathering systems on those portions of the land as to which this Agreement expires may, nevertheless, be used by lessee, its successors and assigns, only to the extent necessary for ingress and egress for gathering, transporting, treating, processing, and storing oil and/or gas produced from the land as to which this lease remains in force.
10. If Lessee is rendered unable, wholly or in part, by a force majeure event to carry out its obligations under this Agreement, other than the obligation to make money payments, the

Lessee shall give the Lessor prompt written notice describing the force majeure event in reasonable detail. Thereupon, the obligations of the Lessee, so far as it is affected by the force majeure event, shall be suspended during, but no longer than, the continuance of the force majeure event. The Lessee shall use all reasonable diligence to remove the force majeure event as quickly as practicable. The requirement that any force majeure event be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other labor difficulty by Lessee, contrary to its wishes, and settlement or resolution of such matters shall be within the discretion of Lessee. The term force majeure event as used herein, shall mean an act of God, act of terrorism, strike, lockout or other industrial disturbance, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, explosion, governmental action, restraint or inaction, inability to obtain access, ingress or egress to conduct operations, and any other cause, whether similar or dissimilar, which is not reasonably within the control of Lessee.

11. Lessor does not warrant title, either express or implied, to the Lease Premises, but it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate in the oil and gas, then the royalties to be paid Lessor shall be reduced proportionately in accord with the interest owned.
12. Lessee agrees to furnish Lessor with cores, samples, logs and other information and data relating to any well drilled hereunder, together with such other information and data reasonably requested by Lessor, and normally supplied in connection with evaluating the results of wells.
13. Lessee acknowledges and agrees that the Lessor, as owner of the oil shale deposits (which are expressly excluded from this lease) present within the Lease Premises covered in whole or in part by this lease, holds the dominant mineral estate. Lessee agrees to the following stipulations for the protection of oil shale:
  - a. No wells will be drilled for oil or gas except upon approval by Lessor, which approval shall not be unreasonably withheld or delayed. Drilling will be permitted only in the event that it is established to the reasonable satisfaction of the Lessor that such drilling will not interfere with the mining and extraction of the shale oil;
  - b. No well will be drilled for oil or gas at a location which, in the opinion of Lessor, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of oil shale deposits or the extraction of shale oil by in situ methods;
  - c. The drilling or the abandonment of any well on the Lease Premises within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the Lessor may prescribe as necessary to prevent the flow or infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits;
  - d. Directional surveys of all holes drilled from surface to total depth;

e. All wells will be cased and cemented to adequately protect all fresh water zones from gas bearing zones in accordance with Colorado Oil and Gas Conservation Commission (COGCC) Rule 317;

f. All cementing and plugging procedures will be initiated in accordance with COGCC Rule 319.

If any producing well or other facility interferes with planned oil shale operations or other surface use required by Lessor, Lessor reserves the right to (1) drill a replacement well at its cost, (2) relocate the well or facilities at its cost, or (3) pay Lessee the fair market value of the remaining reserves in such well. If Lessor's development or proposed development of oil shale deposits reduces the value of Lessee's oil and gas reserves, Lessor shall pay Lessee the fair market value of such reserve reduction.

14. Lessee shall construct all roads and well pads in accordance with sound engineering practices. Plans and specifications as set out on Lessee's Application's for Permits to Drill (APD's) shall be submitted to Lessor for review and approval prior to construction. Other conditions shall apply as follows:

a. No use or possession of firearms, explosives, weapons, alcoholic beverages, illicit or unprescribed controlled drugs or drug paraphernalia, or dogs are allowed on the Lease Premises. There shall be no hunting allowed on the Lease Premises. Lessee agrees to notify all of its contractors, agents and employees of these restrictions. Any individual or company that violates this provision will be denied access by Lessor.

b. Access to any well shall be limited to required personnel only. Lessee shall notify Lessor twenty-four (24) hours prior to entry by non-required personnel, including but not limited to regulatory agencies, provided Lessee is aware of the need for entry.

c. Field trailers required on site shall be fully self-contained, adhere to Garfield County rules and regulations, and disposal of all sewage and waste shall be made off the Lease Premises in accordance with local and/or state disposal regulations.

d. Lessee shall control noxious weeds of any kind that develop on the Lease Premises. Any non-biodegradable chemical spraying of soil for weed control shall require advance approval by Lessor

e. Reserve Pit Provisions:

1. All pits will be closed within one drying season or one year in conformance with COGCC regulations and only after the prior inspection by Lessor.

2. Pits shall not deviate from the cross sections of the pit and pad as shown on the survey plats for each well drilled on the Lease Premises.



3. All pits shall be constructed in accordance with the COGCC 900 Series regulations and shall maintain a 2-foot freeboard at all times below the ground surface. Berms shall be constructed around each pit to prevent pit water from escaping from the pit. The berm shall not be used in determining the amount of freeboard in the pit.
4. There shall be no excavation beyond the pit edges so as to create extra space to soak up fluids.
5. All fluids will remain within freeboard limits.
6. If requested by Lessor, Lessee shall, at Lessee's direction, utilize lined pits and/or a "closed" mud system in its drilling operations.
- f. After drilling and completion operations, there shall be no open production pits on the Lease Premises.
- g. There shall be no storage of equipment and/or stacking of rigs on the Lease Premises, except for temporary storage of equipment related to the mobilization / de-mobilization of rigs being utilized by Lessee on the Lease Premises.
- h. Following completion of any well and reclamation, if requested by Lessor, the entire well pad shall be fenced with smooth three-strand wire.
- i. All trees required to be cleared to accommodate the well pad location shall be cut to firewood length and stacked on-site.
- j. Well pad locations shall be constructed to comply with the Colorado Department of Public Health and Environment (CDPHE) Stormwater Discharge Regulations. Erosion and sediment control measures will be employed before, during, and after drilling and completion activities to prevent erosion resulting from storm events. Stormwater erosion and sediment controls to be employed by Lessee shall be approved by Lessor prior to commencement of construction activities. Erosion controls proposed for this project shall be maintained until re-vegetation has been established to within 70% of pre-disturbance conditions.
- k. All production tanks (condensate or water) shall be placed on non-permeable liners and surrounded by metal containment walls at least 3-feet in height. The liners shall be secured at least two feet above the ground surface and onto the metal containment walls.
- l. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon the Lease Premises as a result of Lessee's operations, Lessee, at its expense, shall be obligated to clean the affected lands to the satisfaction of Lessor to meet applicable state and federal standards, and any governmental body having jurisdiction. Lessee agrees to indemnify, hold harmless and defend Lessor against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys fees) incurred by Lessor as a result of any such discharge, spillage, emission or pollution that is a result of Lessee's operations, regardless of whether such liability, cost, or

expense arises during or after the term of this Lease, unless such liability, cost or expense is proximately caused by the active negligence of Lessor.

m. Lessee must either set and cement surface casing on all wells located on a single well pad prior to the commencement of completion operations on any well located on the well pad, or temporarily abandon any producing well on the pad, setting a plug within fifty feet (50') of the shallowest producing horizon prior to commencing operations on a new well located on the well pad; provided that after the date hereof, Lessor and Lessee will cooperate to develop and agree on alternative simultaneous operations procedures.

n. Lessee shall provide Lessor with a copy of its emergency response plan along with a list of 24-hour emergency contacts responsible for this project prior to commencement of any field activities.

15. Reclamation: During construction, topsoil will be isolated from other soils and placed and stacked per EnCana requirements and kept out of the drainage. All cuts, fill slopes, pit and topsoil piles and soil piles will be stabilized and revegetated immediately following construction. Land surrounding any well pads will be brought back to a 3-1 slope during interim reclamation. All areas of soil disturbance shall be smooth graded, cultivated to provide a loose seed bed of a minimum of 6 inches in depth, fertilized with 250 pounds of 46-0-0 per acre, seeded with the seed mixture listed below, and mulched with 1 1/2 tons of grass hay crimped into the soil. It is Lessee's responsibility to continue to maintain stormwater erosion controls during this phase of reclamation as well. Lessor retains the option of altering the seed mixture before seeding is conducted. The intent is to revegetate the site in order to control erosion, weed growth and preclude the need to return the site to a "natural pre-existing condition" which is costly and not beneficial to either Lessor and Lessee.

<u>Species</u>	<u>Origin</u>	<u>Pounds Pure Live Seed Per Acre</u>
Western Wheatgrass	Rosana	4.0
Sideoats Grama	Vaughn	2.0
Basin Wildrye	Magnar	3.0

16. All of the provisions hereof shall be binding on Lessor and Lessee and their respective successors and assigns.
17. This Agreement may not be modified or amended except pursuant to a written agreement signed by all of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed on this 14th day of July 2006, but effective the 7<sup>th</sup> day of June, 2006.

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LESSEE

EnCana Oil & Gas (USA) Inc.

By: *Douglas W. Jones* *V40*  
Douglas W. Jones  
Attorney-in-Fact *ms*

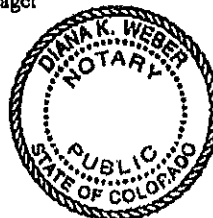
LESSOR

Pavillion Land Development, LLC

By: *Don R. McClure*  
Don R. McClure, Manager

Acknowledgements

STATE OF COLORADO )  
COUNTY OF DENVER )



The foregoing instrument was acknowledged before me this 14th day of July 2006, by  
Douglas W. Jones as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc.

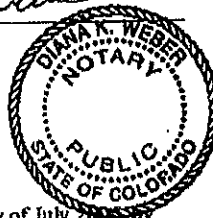
My Commission Expires:

*6/23/09*

Notary Public

*Diana K. Weber*

STATE OF COLORADO )  
COUNTY OF DENVER )



The foregoing instrument was acknowledged before me this 14th day of July 2006, by  
Don R. McClure as Manager of Pavillion Land Development, LLC.

My Commission Expires:

*6/23/09*

Notary Public

*Diana K. Weber*

Exhibit A

Attached to and made a part of that certain Amended and Restated Lease Agreement dated effective June 7, 2006, by and between Pavillion Land Development, LLC, Lessor, and EnCana Oil & Gas (USA) Inc., Lessee

All mineral interests conveyed by Union Oil Company of California to Tom Brown, Inc. in that certain Quit Claim Deed dated June 11, 2004, and recorded in Book 1602 at Page 342 in the following described lands:

Township 5 South, Range 95 West of the 6<sup>th</sup> P.M.,  
Township 5 South, Range 96 West of the 6<sup>th</sup> P.M.,  
Township 6 South, Range 96 West of the 6<sup>th</sup> P.M., less and except  
Section 4: Lots 10, 12, NW/4SW/4  
Section 9: Lots 10, 11, 12, and 13  
Section 16: Lots 13, 14, E/2SW/4  
Section 27; Section 28: E/2; Sections 32, 33, 34 and 35

Garfield County, Colorado



PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That ENCANA OIL & GAS (USA) INC., a Delaware Corporation, 370 17<sup>th</sup> Street, Suite 1700, Denver, Colorado 80202, successor in interest by merger to Tom Brown, Inc., does hereby release, surrender, and abandon all right, title and interest in and to the portion of that certain Oil and Gas Lease dated effective June 29, 1999, and recorded in Garfield County, Colorado records in Book 1154 at Page 492, made by and between Union Oil Company of California, Lessor, and Tom Brown, Inc., Lessee, described below:

Township 5 South, Range 95 West

Section 15: S/2N/2, S/2

Section 16: All that part lying South of the Southernmost Mahogany Marker

Section 17: All that part of the N/2S/2 lying South of the Southernmost Mahogany Marker, S/2S2

Section 19: Lots 1, 2, 5, 6, 7, 12, E/2E/2

Section 20: All

Section 21: All

Section 22: All

Section 27: All

Section 28: All

Section 29: All

Section 30: Lots 1, 7, NE/4, SE/4SE/4

Section 31: Lots 1, 6, 7, 8, 11, 12, E/2E/2

Section 32: All

Section 33: All

Section 34: All

Township 5 South, Range 96 West

Section 2: Lot 4, SW/4 less and except that part that Union Oil Company of California conveyed to Exxon Corporation by Special Warranty Deed recorded in Book 640, Page 869, Reception No. 348389, Garfield County, Colorado

Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2

Section 8: All

Section 9: All

Section 10: NW/4, N/2NE/4, SW/4NE/4, S/2

Section 11: NW/4, N/2SW/4, S/2SW, SW/4SE/4 less and except that part that Union Oil Company of California conveyed to Exxon Corporation by Special Warranty Deed recorded in Book 640, Page 869, Reception No. 348389, Garfield County, Colorado

Section 14: W/2, SE/4, W/2NE/4

Section 15: All

Section 16: All

Section 17: E/2

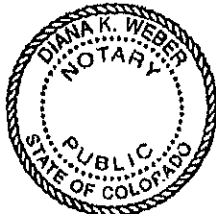
Section 21: All  
Section 22: All  
Section 23: NE/4, NE/4NW/4, N/2SE/4, SE/4SE/4, SW/4SW/4  
Section 24: All  
Section 25: Lots 1, 2, N/2N/2, S/2SW/4, SW/4NW/4, SW/4SE/4  
Section 26: W/2, SE/4SE/4  
Section 27: All  
Section 28: All

Township 6 South, Range 96 West

Section 1: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14  
Section 2: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, S/2  
Section 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, SE/4, E/2SW/4  
Section 4: Lots 1, 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, S/2NW/4  
Section 9: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, 15, SW/4NW/4  
✓ Section 10: Lots 1, 2, 3, 4, E/2W/2, E/2  
Section 15: W/2, W/2E/2  
Section 16: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, SE/4  
Section 21: Lots 6, 7, NE/4, E/2NW/4, N/2SE/4  
Section 22: Lots 1, 2, N/2SW/4, N/2  
Section 28: N/2NE/4

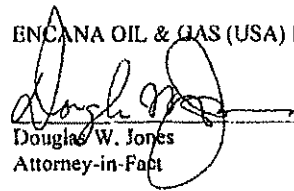
Garfield County, Colorado

IN WITNESS WHEREOF, ENCANA OIL & GAS (USA) INC. has caused this instrument to be duly executed this 5th day of July, 2006.



My Commission Expires 06/23/2009

ENCANA OIL & GAS (USA) INC.

  
Douglas W. Jones  
Attorney-in-Fact

690  
and

ACKNOWLEDGEMENT

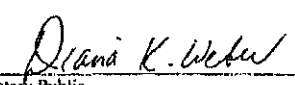
STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2006 by Douglas W. Jones as Attorney-in-Fact for Encana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires:

6/23/09

  
Notary Public

## LEASE AGREEMENT

THIS AGREEMENT made effective June 7, 2006 between Pavillion Land Development, L.L.C., 370 17<sup>th</sup> Street, Suite 1700, Denver, CO 80202 (Lessor), and EnCana Oil & Gas (USA) Inc., 370 17<sup>th</sup> Street, Suite 1700, Denver, CO 80202 (Lessee).

### WITNESSETH:

1. Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, of the royalties hereinafter provided, and the agreements of Lessee herein contained, and subject to the further provisions hereof, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, drilling for, producing, saving, taking and owning oil and gas (but excluding oil shale and oil shale and any other rights within the Green River Formation from the surface to a depth that is stratigraphically equivalent to the "Orange Marker" within the Garden Gulch member of the Green River Formation, such depth being the stratigraphic equivalent to a depth of 2,105 in the Skelly Oil Company #1 Dry Fork Unit well, SW/4NW/4SE/4, Section 25, Township 4 South, Range 97 West of the 6<sup>th</sup> PM, Garfield County, Colorado) from the lands described in Exhibit "A" attached hereto (Lease Premises) containing 25,889.21 acres, more or less. The words "oil and gas" as used in the lease include, oil, gas (including natural gas and helium) gas distillate and other liquid hydrocarbons.
2. This lease shall be for a term of five (5) years (called Primary Term) from the date hereof, and as long thereafter as oil or gas is produced from the Lease Premises in paying quantities or held in accordance with any other term or provision contained herein.
3. The royalties reserved by Lessor, and which shall be paid by Lessee in money or in kind to the Lessor at its option, as hereinafter provided, are (a) on oil (including but not limited to distillate and condensate) sixteen and two thirds percent (16.67 %) of that produced and sold from the Lease Premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the Lease Premises or in the manufacture of gasoline or other product, the contract price (i.e., the price contracted for by the Lessee) of the gas sold or used; (c) on sulfur produced from the Lease Premises and marketed, of the market value thereof at the time of sale. Lessor shall take the gas produced from said land in kind at a location to be designated and agreed upon by Lessor and Lessee. As used herein, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified or capable of being classified as gas wells by any governmental authority. Lessor's royalties shall be delivered free of all costs, expenses and Ad Valorem taxes assessed on equipment value, but shall bear their share of Ad Valorem taxes assessed on production value and gross production taxes.

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131

4. Lessor reserves the continuing right, at its cost and expense, to take in kind or separately dispose of its royalty share of the oil and gas produced from the Lease Premises as of the first day of the month following Lessor's thirty (30) day advance written notice to Lessee.
5. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS DISTINCTLY UNDERSTOOD AND AGREED THAT LESSOR DOES NOT, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, AS TO ALL OR ANY PORTION OR PORTIONS OF THE LEASE PREMISES.
6. The rights of Lessor hereunder may be assigned in whole or in part; however, the rights of Lessee shall not be assigned without the written consent of Lessor and such consent shall not be unreasonably withheld. No change or division of ownership of the minerals covered hereby or royalties, however accomplished, shall increase the obligations or diminish the rights of Lessee, nor shall any such change or division be binding on Lessee until sixty (60) days after Lessee shall have been furnished with a certified copy of recorded instrument or instruments evidencing same.
7. Lessee will not lease from any person claiming adversely to Lessor without prior notice to Lessor.
8. Lessee shall have the right at any time during or within three (3) months after the expiration of this lease to remove all property and fixtures owned by Lessee on the Lease Premises.
9. Except as provided in paragraph number 5 herein, at the expiration of the Primary Term hereof, this lease shall terminate as to any 160 acre tract on which a well producing from the Williams Fork formation is not located. The provisions of the foregoing shall be applicable on a 160 acre tract by tract basis. Within thirty (30) days after any termination, Lessee, its successors and assigns, agree to prepare and execute a release of this lease or any portion of this lease which is terminated. Any such release shall forthwith be filed for record by Lessee in the county where the land is situated, and the recorded instrument, or a certified copy of the recorded instrument by the County Clerk of the county in which the instrument is recorded, shall be furnished to Lessor. It is agreed that as long as this lease remains in force as to any part of said land, existing roads, pipelines and gathering systems on those portions of the land as to which this lease expires may, nevertheless, be used by lessee, its successors and assigns, only to the extent necessary for ingress and egress for gathering, transporting, treating, processing, and storing oil and/or gas produced from the land as to which this lease remains in force.
10. If Lessee is rendered unable, wholly or in part, by a force majeure event to carry out its obligations under this Lease, other than the obligation to make money payments, the Lessee shall give the Lessor prompt written notice describing the force majeure event in reasonable detail. Thereupon, the obligations of the Lessee, so far as it is affected by the force majeure event, shall be suspended during, but no longer than, the continuance of the force majeure event. The Lessee shall use all reasonable diligence to remove the force



majeure event as quickly as practicable. The requirement that any force majeure event be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other labor difficulty by Lessee, contrary to its wishes, and settlement or resolution of such matters shall be within the discretion of Lessee. The term force majeure event as used herein, shall mean an act of God, act of terrorism, strike, lockout or other industrial disturbance, act of the public enemy, war, blockage, public riot, lightening, fire, storm, flood, explosion, governmental action, restraint or inaction, inability to obtain access, ingress or egress to conduct operations, and any other cause, whether similar or dissimilar, which is not reasonably within the control of Lessee.

11. Lessor does not warrant title, either express or implied, to the Lease Premises, but it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate in the oil and gas, then the royalties to be paid Lessor shall be reduced proportionately in accord with the interest owned.
12. Lessee agrees to furnish Lessor with cores, samples, logs and other information and data relating to any well drilled hereunder, together with such other information and data reasonably requested by Lessor, and normally supplied in connection with evaluating the results of wells.
13. Lessee acknowledges and agrees that the Lessor, as owner of the oil shale deposits (which are expressly excluded from this lease) present within the lands covered in whole or in part by this lease, holds the dominant mineral estate. Lessee agrees to the following stipulations for the protection of oil shale:
  - a. No wells will be drilled for oil or gas except upon approval by Lessor, which approval shall not be unreasonably withheld. Drilling will be permitted only in the event that it is established to the satisfaction of the Lessor that such drilling will not interfere with the mining and extraction of the shale oil;
  - b. No well will be drilled for oil or gas at a location which, in the opinion of Lessor, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of oil shale deposits or the extraction of shale oil by in situ methods;
  - c. The drilling or the abandonment of any well on the lease Premises within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the Lessor may prescribe as necessary to prevent the flow or infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits;
  - d. Directional surveys of all holes drilled from surface to total depth;
  - e. All wells will be cased and cemented to adequately protect all fresh water zones from gas bearing zones in accordance with Colorado Oil and Gas Conservation Commission (COGCC) Rule 317;

f. All cementing and plugging procedures will be initiated in accordance with COGCC Rule 319.

If any producing well or other facility interferes with planned oil shale operations or other surface use required by Lessor, Lessor reserves the right to (1) drill a replacement well at its cost, (2) relocate the facilities at its cost, or (3) pay Lessee the fair market value of the remaining reserves.

14. Lessee shall construct all roads and well pads in accordance with sound engineering practices. Plans and specifications as set out on Lessee's Application's for Permits to Drill (ADP's) shall be submitted to Lessor for review and approval prior to construction. Other conditions shall apply as follows:
  - a. No use or possession of firearms, explosives, weapons, alcoholic beverages, illicit or unprescribed controlled drugs or drug paraphernalia, or dogs are allowed on the Lease Premises. There shall be no hunting allowed on the Lease Premises. Lessee agrees to notify all of its contractors, agents and employees of these restrictions. Any individual or company that violates this provision will be denied access by Lessor.
  - b. Access to any well shall be limited to required personnel only. Lessee shall notify Lessor twenty-four (24) hours prior to entry by non-required personnel, including but not limited to regulatory agencies, provided Lessee is aware of the need for entry.
  - c. Field trailers required on site shall be fully self-contained, adhere to Garfield County rules and regulations, and disposal of all sewage and waste shall be made off the Lease Premises in accordance with local and/or state disposal regulations.
  - d. Lessee shall control noxious weeds of any kind that develop on the Lease Premises. Any non-biodegradable chemical spraying of soil for weed control shall require advance approval by Lessor.
  - e. Reserve Pit Provisions:
    1. All pits will be closed within one drying season or one year in conformance with COGCC regulations and only after the prior inspection by Lessor.
    2. Pits shall not deviate from the cross sections of the pit and pad as shown on the survey plats for each well drilled on the Lease Premises.
    3. All pits shall be constructed in accordance with the COGCC 900 Series regulations and shall maintain a 2-foot freeboard at all times below the ground surface. Berms shall be constructed around each pit to prevent pit water from escaping from the pit. The berm shall not be used in determining the amount of freeboard in the pit.
    4. There shall be no excavation beyond the pit edges so as to create extra space to soak up fluids.

5. All fluids will remain within freeboard limits.
6. If requested by Lessor, Lessee shall utilize lined pits and/or a "closed" mud system in its drilling operations.
- f. After drilling and completion operations, there shall be no open production pits on the Lease Premises.
- g. There shall be no storage of equipment and/or stacking of rigs on the Lease Premises, except for temporary storage of equipment related to the mobilization / de-mobilization of rigs being utilized by Lessee on the Lease Premises.
- h. Following completion of any well and reclamation, if requested by Lessor, the entire well pad shall be fenced with smooth three-strand wire.
- i. All trees required to be cleared to accommodate the well pad location shall be cut to firewood length and stacked on-site.
- j. Well pad locations shall be constructed to comply with the Colorado Department of Public Health and Environment (CDPHE) Stormwater Discharge Regulations. Erosion and sediment control measures will be employed before, during, and after drilling and completion activities to prevent erosion resulting from storm events. Stormwater erosion and sediment controls to be employed by Lessee shall be approved by Lessor prior to commencement of construction activities. Erosion controls proposed for this project shall be maintained until re-vegetation has been established to within 70% of pre-disturbance conditions.
- k. All production tanks (condensate or water) shall be placed on non-permeable liners and surrounded by metal containment walls at least 3-feet in height. The liners shall be secured at least two feet above the ground surface and onto the metal containment walls.
- l. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon the Lease Premises as a result of Lessee's operations, Lessee, at its expense, shall be obligated to clean the affected lands to the satisfaction of Lessor to meet applicable state and federal standards, and any governmental body having jurisdiction. Lessee agrees to indemnify, hold harmless and defend Lessor against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys fees) incurred by Lessor as a result of any such discharge, spillage, emission or pollution that is a result of Lessee's operations, regardless of whether such liability, cost, or expense arises during or after the term of this Lease, unless such liability, cost or expense is proximately caused by the active negligence of Lessor.
- m. Lessee must either set and cement surface casing on all wells located on a single well pad prior to the commencement of completion operations on any well located on the well pad, or temporarily abandon any producing well on the pad, setting a

plug within fifty feet (50') of the shallowest producing horizon prior to commencing operations on a new well located on the well pad.

n. Lessee shall provide Lessor with a copy of their emergency response plan along with a list of 24-hour emergency contacts responsible for this project prior to commencement of any field activities.

15. Reclamation: During construction, topsoil will be isolated from other soils and placed and stacked per EnCana requirements and kept out of the drainage. All cuts, fill slopes, pit and topsoil piles and soil piles will be stabilized and revegetated immediately following construction. Land surrounding any well pads will be brought back to a 3-1 slope during interim reclamation. All areas of soil disturbance shall be smooth graded, cultivated to provide a loose seed bed of a minimum of 6 inches in depth, fertilized with 250 pounds of 46-0-0 per acre, seeded with the seed mixture listed below, and mulched with 1 1/2 tons of grass hay crimped into the soil. It is Lessee's responsibility to continue to maintain stormwater erosion controls during this phase of reclamation as well. Lessor retains the option of altering the seed mixture before seeding is conducted. The intent is to revegetate the site in order to control erosion, weed growth and preclude the need to return the site to a "natural pre-existing condition" which is costly and not beneficial to either Lessor and Lessee.

Species	Origin	Pounds Pure Live Seed Per Acre
Western Wheatgrass	Rosana	4.0
Sideoats Grama	Vaughn	2.0
Basin Wildrye	Magnar	3.0

16. All of the provisions hereof shall be binding on Lessor and Lessee and their respective successors and assigns.
17. This Agreement may not be modified or amended except pursuant to a written agreement signed by all of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed on this 5<sup>th</sup> day of July, 2006.

LESSEE

LESSOR

EnCana Oil & Gas (USA) Inc.

Pavillion Land Development, LLC

By: Douglas W. Jones  
Attorney-in-Fact

By: Don R. McClure, Manager



701520 07/06/2006 03:08P B1817 P435 M ALSDORF  
7 of 8 R 41.00 D 0.00 GARFIELD COUNTY CO

Acknowledgements



STATE OF COLORADO )  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 5th day of July 2006, by Douglas W. Jones as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc.

My Commission Expires:

Notary Public

6/23/09

Diana K. Weber

STATE OF COLORADO )  
COUNTY OF DENVER )

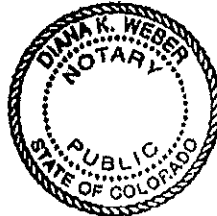
The foregoing instrument was acknowledged before me this 5th day of July 2006, by Don R. McClure as Manager of Pavillion Land Development, LLC.

My Commission Expires:

Notary Public

6/23/09

Diana K. Weber



My Commission Expires 06/23/2009

701520 07/06/2006 03:08P B1817 P436 M ALS00RF  
8 of 8 R 41.00 D 0.00 GARFIELD COUNTY CO

**Exhibit A**

Attached to and made a part of that certain Lease Agreement dated  
June 7, 2006, by and between Pavillion Land Development, LLC, Lessor, and  
EnCana Oil & Gas (USA) Inc., Lessee

All mineral interests conveyed by Union Oil Company of California to Tom Brown, Inc. in that  
certain Quit Claim Deed dated June 11, 2004, and recorded in Book 1602 at Page 342 in the  
following described lands:

Township 5 South, Range 95 West of the 6<sup>th</sup> P.M.,  
Township 5 South, Range 96 West of the 6<sup>th</sup> P.M.,  
Township 6 South, Range 96 West of the 6<sup>th</sup> P.M., less and except  
Section 4: Lots 10, 12, NW/4SW/4  
Section 9: Lots 10, 11, 12 and 13  
Section 16: Lots 13, 14, E/2SW/4  
Section 27; Section 28: E/2; Sections 32, 33, 34 and 35

Garfield County, Colorado

### MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT, effective June 7, 2006, EnCana Oil & Gas (USA) Inc., with an address of 370 17<sup>th</sup> Street, Suite 1700, Denver, CO 80202, hereinafter called Grantor, for and in consideration of the sum of One Hundred Dollars (\$100.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Pavillion Land Development, LLC, with an address of 370 17<sup>th</sup> Street, Suite 1700, Denver, CO 80202, hereinafter called Grantee, all of its interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Garfield County, State of Colorado, to-wit:

All mineral interests conveyed by Union Oil Company of California to Tom Brown, Inc. in that certain Quit Claim Deed dated June 11, 2004 and recorded in Book 1602 at Page 342 insofar as the Quit Claim Deed covers the following described lands:

Township 5 South, Range 95 West of the 6<sup>th</sup> P.M.,  
Township 5 South, Range 96 West of the 6<sup>th</sup> P.M.,  
Township 6 South, Range 96 West of the 6<sup>th</sup> P.M., less and except  
Section 4: Lots 10, 12, NW/4SW/4  
Section 9: Lots 10, 11, 12 and 13  
Section 18: Lots 13, 14, E/2SW/4  
Section 27; Section 28: E/2; Sections 32, 33, 34 and 35  
Garfield County, Colorado

together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

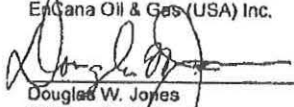
This deed is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessor therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.


TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein its successors and assigns forever, and Grantor does hereby warrant said title to Grantee, its successors and assigns forever and does hereby agree to defend all and singular the said property unto the said Grantee herein, its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS my hand this 5<sup>th</sup> day of July 2006, but effective as of June 7, 2006.

GRANTOR  
EnCana Oil & Gas (USA) Inc.

  
Douglas W. Jones  
Attorney-in-Fact

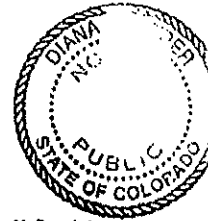
GRANTEE  
Pavillion Land Development, LLC

  
Don R. McClure  
Manager

227  
1011  
21

ACKNOWLEDGMENTS

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



My Commission Expires 06/23/2009

Before me the undersigned, a Notary Public, in and for said County and State, on this 5<sup>th</sup> day of July, 2006 personally appeared Douglas W. Jones, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

6/23/09

Notary Public

Notary Address:

Diana K. Weber

370 17th St.

Suite 1700

Denver, Co USA 80202

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

Before me the undersigned, a Notary Public, in and for said County and State, on this 5<sup>th</sup> day of July, 2006 personally appeared Don R. McClure, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Manager of Pavilion Land Development, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

6/23/09

Notary Public

Notary Address:

Diana K. Weber



My Commission Expires 06/23/2009



## PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

### KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, EnCana Oil & Gas (USA) Inc. ("Assignor") does hereby grant, sell, assign, transfer and convey unto Berry Petroleum Company ("Assignee") its successors and assigns, a ninety-five percent (95%) of one hundred percent (100%) working interest in and to that certain Second Amended and Restated Lease Agreement (the "Lease"), described on Exhibit A, attached hereto and by reference made a part hereof, insofar and only insofar as the Lease covers the lands described on Exhibit A, situated in Garfield County, Colorado (the "Lease Premises ") subject to the following terms, covenants and conditions:

1. The interests assigned hereby are subject only to the sixteen and two-thirds percent (16.67%) lease royalties reserved by the Lessor under the Lease Agreement. Lessor's royalties shall bear their proportionate share of compression, dehydration, gathering, processing, treating and transportation charges (up to the Redelivery Points as defined in the Gas Gathering Agreement dated June 7, 2006 between Berry Petroleum Company and Lessee) up to a maximum of \$0.23 per MMBtu, adjusted by the percentage increase or decrease, if any, in the Consumer Price Index for All Urban Consumers ("CPI-U"). The percentage adjustment shall be calculated based upon the difference between the most recent calendar year and the previous calendar year, as published in the U.S. Department of Labor, Bureau of Labor Statistics. If the CPI-U ceases to be published, the parties shall use commercially reasonable efforts to negotiate a replacement index.
2. This Partial Assignment of Oil and Gas Lease is made subject to all of the terms and the express and implied covenants and conditions of the Lease (including the depth limitation contained therein), to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the interests covered hereby. Said terms, covenants and conditions, insofar as they relate to the Lease Premises, shall be binding on the Assignee, and shall inure to the benefit of the Lessor and the Assignor herein and its successors and assigns.
3. The interests assigned hereby are also assigned by the Assignor and accepted by the Assignee subject to all the terms and provisions of that certain Carry and Earning Agreement, dated June 7, 2006 between Assignor and Assignee, and in the event that any of the terms and provisions of this Partial Assignment of Oil and Gas Lease are inconsistent or in conflict with any of the terms and provisions of the Carry and Earning Agreement, then the terms and provisions of the Carry and Earning Agreement shall prevail as to the point in conflict.
4. Within thirty (30) days following the fifth annual anniversary of the spud date of the first well drilled by Assignee on the Lease Premises, Assignee shall reassign to Assignor all of the interest acquired hereunder by Assignee in the Lease Premises in each 160 acre tract on which there is no well drilled and completed by Assignee and producing from the Williams Fork Member of the Mesa Verde Formation. Such reassignment shall be free and clear of all liens, burdens of encumbrances created by, through or under Assignee.
5. With respect to the provisions set forth in paragraph 14.m in the Lease, Assignor and Assignee will cooperate to develop and agree on alternative simultaneous operations procedures.
6. This Partial Assignment is made and accepted without any representation of warranty of title of any kind, either expressed or implied.
7. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee, and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with

532  
2011  
10

the Lease Premises and the right, title and interest herein assigned and with each transfer or assignment of the Lease Premises.

8. Except as herein otherwise expressly provided, any notices or other communications required or permitted hereunder shall be in writing and shall be deemed given only when received by party to whom the same is directed as follows:

EnCana Oil & Gas (USA) Inc.  
370 17<sup>th</sup> Street, Suite 1700  
Denver, CO 80202  
Attn: N. Piceance Team Lead

Berry Petroleum Company  
5201 Truxtun Avenue, Suite 300  
Bakersfield, CA 93309-0640  
Attn: Land Manager

with a copy to:

Berry Petroleum Company  
950 Seventeenth Street, Suite 2400  
Denver, Colorado 80202  
Attn: Land Department

Each party hereto may change its address by notifying the other party of such change in writing. The return receipt of the United States Post Office shall be proof of the date and time of receipt of notice.

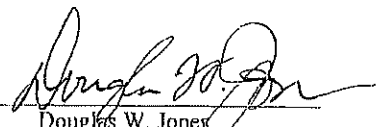
9. If Assignee elects to surrender, abandon, release or allow to expire any of its interest in and to the Lease, in whole or in part, Assignee shall notify Assignor in writing not less than forty-five (45) days (or as soon as practicable) before the date of the proposed surrender, abandonment, release or expiration, and within fifteen (15) days after written request from Assignor, shall reassign the Lease, or the part thereof affected, to Assignor free and clear of all encumbrances except those with which the Lease was burdened when assigned to Assignee. Assignee further agrees to immediately notify Assignor of any demand by the Lessor for performance of the terms and conditions, including implied covenants, of the Lease. It is further understood that no surrender, abandonment, release or assignment shall relieve Assignee of any obligations or liability theretofore incurred by Assignee or accrued against Assignee or from any liability to Assignor by reason of any prior breach of any covenant of this Partial Assignment of Oil and Gas Lease, the Lease or the Carry and Earning Agreement.

TO HAVE AND TO HOLD said rights, titles, and interests unto the Assignee, its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 20 day of July 2006.

ASSIGNOR:

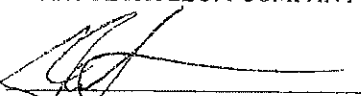
ENCANA OIL & GAS (USA) INC.

By:   
Its: Attorney-in-Fact

V610  
2006

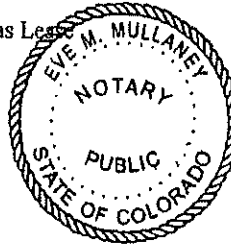
ASSIGNEE:

BERRY PETROLEUM COMPANY

By:   
Its: Vice President - Production

57B

Acknowledgement page to Partial Assignment of Oil and Gas Lease



STATE OF COLORADO )  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July 2006, by Douglas W. Jones as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc., a ~~Delaware~~ corporation.

My Commission Expires:

Notary Public

11/10/2009

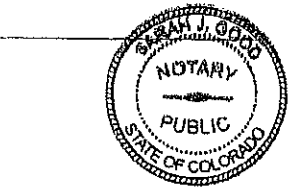
Eve M. Mullaney

STATE OF COLORADO )  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 20 day of July 2006, by Daniel G. Anderson as Vice President - Production of Berry Petroleum Company, a Delaware corporation.

My Commission Expires:

Notary Public



My Commission Expires May 10 2010

Daniel G. Good



2777 07/24/2006 04:06P B1823 P909 M ALSDORF  
SF 4 R 21.00 D 0.00 GARFIELD COUNTY CO

### EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Lease dated July 20 2006, between EnCana Oil & Gas (USA) Inc., as Assignor, and Berry Petroleum Company, as Assignee.

Second Amended and Restated Lease Agreement Dated Effective: June 7, 2006

Lessor: Pavillion Land Development, LLC

Lessee: EnCana Oil & Gas (USA) Inc.

Recorded: Book 1822, Page 920, Document # 702519

#### Lease Premises:

##### Township 5 South, Range 95 West, 6<sup>th</sup> P.M., Garfield County, Colorado

Section 16: Those portions of the SE/4SW/4, S/2SE/4, NE/4SE/4, SE/4NE/4 and NE/4NE/4 lying south of the southernmost Mahogany marker as it existed on September 14, 1970

Section 15: S/2, S/2N/2

Section 21: N/2

Section 22: N/2NW/4, NE/4

Section 32: S/2

Section 33: S/2

Section 34: S/2, NW/4

##### Township 6 South, Range 96 West, 6<sup>th</sup> P.M., Garfield County, Colorado

Section 1: Lots 3, 4, 9, 10, 11, & 12

Section 2: Lots 1, 2, 7, 8, 9, 10, & SE/4

Section 3: Lots 1, 2, 7, 8, 9, 10, & SE/4

Section 10: Lots 1, 2, NE/4, and E/2NW/4

Section 15: W/2, W/2E/2

Section 21: NE/4



## EnCana Surface Ownership

### Township 4 South, Range 95 West, 6<sup>th</sup> P.M.

Sections 19 and 20: All  
Section 21: E/2SW, NE/NW/4, NE/4, N/2SE/4, SE/4SE/4  
Sections 22 through 27: All  
Section 28: S/2, S/2S/2, NE/4NE/4, NW/4NW/4  
Sections 29 through 34: All  
Section 35: N/2  
Section 36: N/2

### Township 4 South, Range 96 West, 6<sup>th</sup> P.M.

Section 22: S/2, NW/4, W/2NE/4  
Section 23: S/2, NE/4, E/2NW/4  
Sections 24 through 27: All  
Section 28: E/2  
Section 33: SE/4, S/2NE/4, NE/4NE/4  
Sections 34 and 35: All  
Section 36: N/2, SW/4

### Township 5 South, Range 95 West, 6<sup>th</sup> P.M.

Section 4: N/2  
Section 15: S/2, S/2N/2  
Section 16: All that part lying South of the southernmost Mahogany marker  
a.k.a. Hoffman No. 36 Placer Mining Claim (S/2N/2 of Sec. 16, being a portion thereof)  
a.k.a. Hoffman No. 35 Placer Mining Claim (N/2S/2 of Sec. 16, being a portion thereof)  
a.k.a. Hoffman No. 34 Placer Mining Claim  
Section 17: All that part of the N/2S/2 lying South of the southernmost Mahogany marker  
a.k.a. Hoffman No. 30 Placer Mining Claim (N/2S/2 of Sec. 17),  
S/2S/2 a.k.a. Hoffman No. 31 Placer Mining Claim (S/2S/2 of Sec. 17)  
Sections 19 through 22: All  
Sections 27 through 34: All

### Township 5 South, Range 96 West, 6<sup>th</sup> P.M.

Section 2: W/2, less and except those portions conveyed by Union Oil Company of California to Exxon Corporation by Special Warranty Deed recorded in Book 640, Page 869, Garfield County, Colorado.  
Sections 3 through 5: All  
Sections 8 through 10: All  
Section 11: W/2, less and except those portions conveyed by Union Oil Company of California to Exxon Corporation by Special Warranty Deed recorded in Book 640, Page 869, Garfield County, Colorado  
Section 14: W/2, SE/4, W/2NE/4  
Sections 15 and 16: All  
Section 17: E/2  
Sections 21 through 28: All  
Section 33: N/2N/2, less and except the West 32 rods of the NW/4NW/4 containing 16 acres, more or less  
Section 34: NW/4NW/4, NE/4  
Section 35: N/2  
Section 36: N/2, N/2SE/4, S/2SE/4 lying easterly of Parachute Creek

### Township 6 South, Range 96 West, 6<sup>th</sup> P.M.

Section 1: Lots 3 to 14, inclusive  
Sections 2 and 3: All  
Section 4: That portion of the section east of Parachute Creek  
Sections 9 and 10: all  
Section 15: W/2, W/2E/2  
Section 16: All  
Section 21: E/2NW/4, NE/4, SE/4, SE/4SW/4  
Section 22: N/2, SW/4  
Section 27: W/2NW/4  
Section 28: NW/4, NE/4SE/4

Legal Description:

Township 4 South, Range 95 West, 6<sup>th</sup> P.M.

Sections 19 and 20: All  
Section 21: E/2SW, NE/NW/4, NE/4, N/2SE/4, SE/4SE/4  
Sections 22 through 27: All  
Section 28: S/2, S/2S/2, NE/4NE/4, NW/4NW/4  
Sections 29 through 34: All  
Section 35: N/2  
Section 36: N/2

Township 4 South, Range 96 West, 6<sup>th</sup> P.M.

Section 22: S/2, NW/4, W/2NE/4,  
Section 23: S/2, NE/4, E/2NW/4  
Sections 24 through 27: All  
Sections 28: E/2  
Section 33: SE/4, S/2NE/4, NE/4NE/4  
Sections 34 and 35: All  
Section 36: N/2, SW/4

Township 5 South, Range 95 West, 6<sup>th</sup> P.M.

Section 4: N/2  
Section 15: S/2, S/2N/2  
Section 16: All that part lying South of the southernmost Mahogany marker  
a.k.a. Hoffman No. 36 Placer Mining Claim (S/2N/2 of Sec. 16, being a portion thereof)  
a.k.a. Hoffman No. 35 Placer Mining Claim (N/2S/2 of Sec. 16, being a portion thereof)  
a.k.a. Hoffman No. 34 Placer Mining Claim  
Section 17: All that part of the N/2S/2 lying South of the southernmost Mahogany marker  
a.k.a. Hoffman No. 30 Placer Mining Claim (N/2S/2 of Sec. 17),  
S/2S/2 a.k.a. Hoffman No. 31 Placer Mining Claim (S/2S/2 of Sec. 17)  
Sections 19 through 22: All  
Sections 27 through 34: All

Township 5 South, Range 96 West, 6<sup>th</sup> P.M.

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Sections 21 through 28: All  
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Section 36: N/2, N/2SE/4, S/2SE/4 lying easterly of Parachute Creek

Township 6 South, Range 96 West, 6<sup>th</sup> P.M.

Section 1: Lots 3 to 14, inclusive  
Sections 2 and 3: All  
Section 4: That portion of the section east of Parachute Creek  
Sections 9 and 10: All  
Section 15: W/2, W/2E/2  
Section 16: All  
Section 21: E/2NW/4, NE/4, SE/4, SE/4SW/4  
Section 22: N/2, SW/4  
Section 27: W/2NW/4  
Section 28: NE/4, NE/4SE/4

Adjacent Property Owners

Revised 05-27-07 (revisions denoted in bold font)

Board of County Commissioners  
109 8<sup>th</sup> Street, Suite 300  
Glenwood Springs, CO 81602-3363

Bureau of Land Management  
P.O. Box 1009  
Glenwood Springs, CO 81602-1009

Bureau of Land Management  
2850 Youngfield St.  
Lakewood, CO 80215-7076

Bureau of Land Management  
73544 Hwy 64  
Meeker, CO 81648

Chevron Oil Shale Company  
**744 Horizon Court #140**  
**Grand Junction, CO 81506**

Exxon Corporation  
P.O. Box 53  
Houston, TX 77001

Mobil Oil Corporation  
P.O. Box 4973  
Houston, TX 77210-4973

Williams Production RMT Company  
1515 Arapahoe Street, Tower 3, Suite 1000  
Denver, CO 80202

Puckett Land Company  
5460 Quebec St, Suite 250  
Greenwood Village, CO 80111-1917

John W. Savage, Jr.  
P.O. Box 1926  
Rifle, CO 81650-1926

Charles H. & Thomas F. Latham  
P.O. Box 36  
DeBeque, CO 81630-003

Gerald & Stephanie D. Oldland  
14667 Rio Blanco CR5  
Rifle, CO 81650

Piceance Creek Ranch LTD  
11539 Rio Blanco CR 5  
Rifle, CO 81650

Aaron C. Woodward  
Craig Route Box 1  
Glenwood Springs, CO 80601

Berry Petroleum Co.  
**950 17<sup>th</sup> Street, Ste 2400**  
**Denver, CO 80202**

Oil Shale Corporation  
4001 Penbrook Street  
Odessa, TX 79762

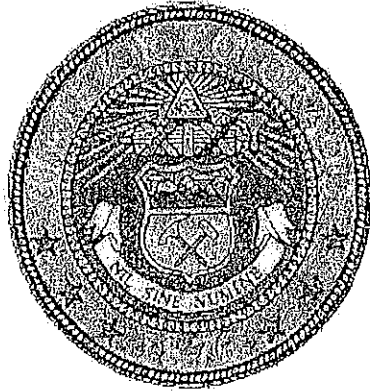
## Specific Unocal Deeds



Ownership				
Pad Location	Pad Name	UNOCAL Parcel #	Mineral Ownership	Surface Ownership
T5S R95W				
Sec 31: NWNW	EF D31 595	See Deed Vesting Deed	BLM	EnCana
T6S R96W				
Sec 9: SWNW	MF E09 696	See Deed Vesting #3	EnCana	EnCana

## Certificate of Good Standing

# CERTIFICATE



W. K. Coffman

End of Certificate

## Deeds into EnCana



## Tom Brown Withdrawal Document

Document Processing Fee  
If document is on paper: \$10.00  
If document is filed electronically: Currently Not Available

Fees are subject to change.  
For electronic filing and to obtain  
copies of filed documents visit

[www.sos.state.co.us](http://www.sos.state.co.us)  
Deliver paper documents to:  
Colorado Secretary of State  
Business Division  
1566 Broadway, Suite 107  
Denver, CO 80202-5169

Paper documents must be typed or machine printed.

20051017415 C  
\$ 10.00  
SECRETARY OF STATE  
01-11-2005 15:32:33

ADDRE SPACE FOR OFFICIAL USE ONLY

### Statement of Foreign Entity Withdrawal

Filed pursuant to §7-90-301, et seq. and §7-90-305 of the Colorado Revised Statutes (C.R.S.)

ID number: 19871738153

1. True name:

Tom Bryan, Inc.

2. Assumed entity name  
(if different from true name)

3. Registered agent: (if an individual):

(Last) (First) (Middle) (Suffix)

OR (if a business organization):

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address:

(Street name and number)

CO

(City)

(State)

(Postal Zip Code)

Registered agent mailing address:  
(if different from above)

(Street name and number or Post Office Box (if applicable))

(City)

(State)

(Postal Zip Code)

(Province - if applicable) (Country - if applicable)

OR

If the registered agent is no longer to  
be maintained, the mailing address to  
which copies of papers may be  
mailed:

200 E. 17th Street, Suite 1705

(Street name and number or Post Office Box (if applicable))

170 E. 17th Street, Suite 1705

(City)

(State)

(Postal Zip Code)

(Province - if applicable)

(Country - if applicable)

Provision - if applicable	Country - if not US
Delaware	

370 17th Street, Suite 1705  
(Street name and number or Post Office Box information)

Demarc	CD	00200
(City)	(State)	(Postal/Zip Code)
(Province - if applicable)	(Country - if not US)	

7. The registration of all trade names registered by the entity with the secretary of state pursuant to § 7-90-101, C.R.S. and any assumed entity name pursuant to § 7-90-603, C.R.S. are withdrawn upon the filing of this statement.

8. (Optional) Delayed effective date: \_\_\_\_\_  
(month/day/year)

Causing this document to be delivered by the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

1. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Name	Sex	E.
(Last)	(First)	(Address)
Wetson	Gilbert Mack & Family, P.O.	
West Main street corner to Post Office Box (opposite)		
623 7th Street, Suite 590		
Dawer	GD	8420?
(Last)	(Initial)	(Address/Phone Number)
(Borough - Municipality) (County - State Zip)		

*Please do not make it into the wrong way. I believe of education and health that I believe if you will be able to have a life of any value and not be among the 10 percent of the world that is dying, work this plan. And because an enormous group of people are dying, I am asking you to do this.*

1. *Journal of the American Medical Association*, 1997; 278: 1019-1024.

The above and other related questions remain unanswered, pending a more complete analysis of the data. The authors are grateful to the referees for their helpful comments and suggestions. While the authors are grateful to the referees for their helpful comments and suggestions, they are not responsible for any errors or omissions that may appear in this paper.

$\frac{d}{dt} \left( \frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

legal requirements as of its revision date; compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

Recorded Delaware Merger Document



# Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"TRI PIPELINE COMPANY", A DELAWARE CORPORATION,  
"TRI WEST VIRGINIA, INC.", A DELAWARE CORPORATION,  
"TOM BROWN, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ENCANA OIL & GAS (USA) INC." UNDER THE NAME OF "ENCANA OIL & GAS (USA) INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2004, AT 6:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2005.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3529833

DATE: 11-20-05

2157395 8333

050039241

01/26/2005 01:07P-01638 P43 H WINDSOR  
R-00 D 0.00 GARFIELD COUNTY CO

## EnCana Application of Authority and Name Change Request

CHANGE OF NAME

AMENDED APPLICATION FOR AUTHORITY  
TO TRANSACT BUSINESS FOR A PROFIT CORPORATION

Form 7.115.104.1 revised 11/26/2001

Filing fee: \$25.00 This document must be typed or machine printed.

If more space is required, continue on attached 8 1/2" x 11" sheet(s).

Deliver 2 copies to: Colorado Secretary of State, Business Division,

1560 Broadway, Suite 200, Denver, CO 80202-5169

Please include a typed or machine printed, self-addressed, envelope.

For filing requirements, see §§ 7-90-301 and 7-115-104, Colorado Revised Statutes

For more information, see the *Citizen's Guide to the Business Division* on our

Web site, [www.sos.state.co.us](http://www.sos.state.co.us). Questions? Contact the Business Division:

voice 303-894-2251, fax 303-894-2242 or e-mail [sos.business@state.co.us](mailto:sos.business@state.co.us)

FILED  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE

20021073162 M

\$ 25.00

SECRETARY OF STATE

06-12-2002 10:30:24

*F.D.C. Date 10/8/2002*  
The undersigned corporation, pursuant to § 7-115-104, Colorado Revised Statutes (C.R.S.),  
delivers this amended application for authority to the Colorado Secretary of State for filing, and  
states as follows:

1. The entity name of the corporation is: AEC Oil & Gas (USA) Inc.
2. The assumed entity name, if any, currently being used in Colorado is: \_\_\_\_\_
3. Complete one of the following statements as appropriate:

☒ The corporation has changed its entity name to: EnCana Oil & Gas (USA) Inc.  
The assumed name it elects to use in Colorado (if the new entity name is not  
available for use in Colorado) is: \_\_\_\_\_  
The entity name of a corporation shall contain the term, "corporation", "incorporated",  
"company", "limited" or an abbreviation of any of these terms, pursuant to § 7-90-601(3)(c) C.R.S.

☐ The corporation has changed its assumed name to: \_\_\_\_\_

☐ The corporation has amended the period of duration in its Articles of Incorporation to: \_\_\_\_\_

☐ The corporation has changed its state (or country) of incorporation from \_\_\_\_\_  
To \_\_\_\_\_

4. This amended application *MUST* be accompanied by a certificate of fact, or document of  
similar import, duly authenticated by the secretary of state or other official having custody of  
corporate records in the state or country under whose law it is incorporated, certifying the  
statement(s) made above. Such certificate shall be dated within ninety (90) days before the filing  
of this amended application.

5. The address to which the Secretary of State may send a copy of this document upon  
completion of filing (or to which the Secretary of State may return this document if filing is  
refused) is: Ray E. Seneshen, Esq., 821 17th St., Suite 500, Denver, CO 80202

Signature Mary A. Viviano Signer's Name (printed)/Title Mary A. Viviano/Secretary

OPTIONAL: The electronic mail and/or Internet address for this entity is (are): e-mail \_\_\_\_\_

Web site \_\_\_\_\_

The Colorado Secretary of State may contact the following authorized person regarding this document: name \_\_\_\_\_

address \_\_\_\_\_

voice \_\_\_\_\_ fax \_\_\_\_\_ e-mail \_\_\_\_\_

COMPUTER UPDATE COMPLETE  
MJ

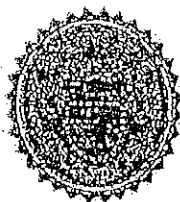
Notarize, certify and sign this document, and deliver it to the Secretary of State, or to the Secretary of State's authorized representative, for filing. The Secretary of State will then forward the document to the appropriate state or local agency.

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "AEC OIL & GAS (USA) INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "ENCANA OIL & GAS (USA) INC.", THE FIFTH DAY OF APRIL, A.D. 2002, AT 4:12 O'CLOCK P.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1706859

DATE: 04-05-02

2137893 2320

020221516

Please include a typed  
self-addressed envelope

MUST BE TYPED  
FILING FEE: \$75.00  
MUST SUBMIT TWO COPIES

Mail to: Secretary of State  
Corporations Section  
1580 Broadway, Suite 200  
Denver, CO 80202  
(303) 894-2251  
Fax (303) 894-2242

For office use only 011

FILED  
DOMINICA DAVIESON  
SECRETARY OF STATE  
2000/05/16  
5 38.00  
SECRETARY OF STATE  
04-24-2000 05:15:44

### APPLICATION FOR AUTHORITY

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporation hereby applies for Authority to transact business in Colorado, and for that purpose submits the following statement:

FIRST: The name of the corporation is ABC Oil & Gas (USA) Inc.  
(Exist Corporation name must agree with the attached Certificate of Good Standing)

SECOND: The name which it elects to use in Colorado is \_\_\_\_\_  
(If the corporate name is not available for use in Colorado.)

THIRD: It is incorporated under the laws of Delaware  
(State of Incorporation)

FOURTH: The date of its incorporation is 3/15/97 The period of duration is Perpetual

FIFTH: The street address of its principal office (include City, State and Zip Code) 3900, 423 7th Ave. SW,  
Calgary, Alberta Canada T2P 4X9

SIXTH: The street address of its proposed registered office in Colorado is 1615 Broadway  
Denver, Colorado 80202

and the name of its proposed registered agent in Colorado at that address is The Corporation Company  
(Address must include building number and suite number, street (or rural route number), town or city and zip code. Include a P.O. Box if mailing address is different from street address)

Signature of Registered Agent [Signature] (may be in accompanying document)  
Date Business commenced or expects to commence Business of the business not to be resident upon qualification

SEVENTH: The names and respective addresses of its directors and officers are:

OFFICE	NAME	BUSINESS ADDRESS
President	<u>See attached list of officers</u>	
Vice Pres		
Secy		
Treas		
Director	<u>See attached list of directors</u>	
Director		
Director		

List additional Officers or Directors on a separate piece of paper.

EIGHTH: This application MUST BE ACCOMPANIED BY A CERTIFICATE OF GOOD STANDING ISSUED BY THE JURISDICTION OF ITS INCORPORATION AND DATED WITHIN NINETY (90) DAYS OF THE FILING OF THE APPLICATION.

Signature [Signature]  
Title Vice President

Form 314-118/95

Revised 7/95



Appendix to Colorado  
Application for Certificate of Authority

Directors and Officers of  
AEC Oil & Gas (USA) Inc.  
at April 18, 2000

---

Directors

Eresman, Randall K.	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Ferguson, Brian C.	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Westcott, Ronald H.	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9

Officers

Eresman, Randall K.	President	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
James, Guy C.L.	Vice-President, Northern Exploration	3700, 707 - 8 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 1H5
Wojahn, Jeff E.	Vice-President Southern Exploration	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Stevenson, William A.	Treasurer	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Ferguson, Brian C.	Secretary	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Mackin, Linda H.	Assistant Secretary	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9

State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AEC OIL & GAS (USA) INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF APRIL, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



*Edward J. Freel*  
Edward J. Freel, Secretary of State

2137895 8300

001202891

AUTHENTICATION:

DATE:

0390145

04-20-00

FPR-21-2000 12:57

205 521 8913

000

P.04/04  
P.04

Quit Claim Deed from Unocal to Tom Brown

AFTER RECORDING, RETURN TO:

EnCana Oil & Gas (USA) Inc.  
950 17th Street, Suite 2600  
Denver, Colorado 80202  
Attention: Diane Blieszner, Esq.

QUITCLAIM DEED

THIS DEED, dated June 11, 2004, between UNION OIL COMPANY OF CALIFORNIA, a corporation duly organized and existing under the laws of the State of California ("Grantor"), whose legal address 376 South Valencia Avenue, Brea, California 92823, and TOM BROWN, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware ("Grantee"), whose legal address is 555 17th Street, Suite 1850, Denver, Colorado 80202:

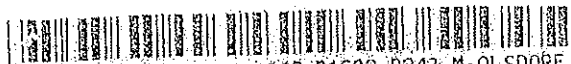
WITNESS, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to any and all real property, together with improvements, if any, situate, lying and being in:

Township 4 South, Range 95 West of the 6<sup>th</sup> P.M.,  
Township 4 South, Range 96 West of the 6<sup>th</sup> P.M.,  
Township 5 South, Range 95 West of the 6<sup>th</sup> P.M.,  
Township 5 South, Range 96 West of the 6<sup>th</sup> P.M.,  
Township 6 South, Range 96 West of the 6<sup>th</sup> P.M.,  
Township 7 South, Range 96 West of the 6<sup>th</sup> P.M.,

Garfield County, Colorado, except the fee interest to the surface rights to that parcel of real property, the legal description of which is attached as Exhibit A (the "Chevron Reservoir Right of First Refusal Parcel") and except water storage rights related to such parcel.

Grantor and Grantee agree and intend that this instrument shall convey to Grantee all of Grantor's interest in and to oil, gas and other minerals in and under the land described above (including those under the land described on attached Exhibit A) (the "Real Estate").

Notwithstanding the proceeding, there is reserved unto Grantor, its successors and assigns and not conveyed herein a two percent (2%) gross royalty in all oil and gas produced from or attributable to the Real Estate conveyed herein which is produced, mined or otherwise extracted from shale ("Shale Oil") within the Green River Formation from the surface to a depth that is stratigraphically equivalent to the "Orange Marker" within the Garden Gulch member of the Green River Formation, such depth being the stratigraphic equivalent to a depth of 2105' in the Skeilly Oil Company #1 Dry Fork Unit well, SW1/4 NW1/4 SE1/4 of Section 25, Township 4 South, Range 97 West of the 6th P.M., Garfield County, Colorado. For the avoidance of doubt, the foregoing royalty reserved herein



655348 07/02/2004 03:06P B1602 P343 M-ALSDORF  
2 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

unto Grantor shall entitle Grantor to a cost free share equal to two percent of 8/8ths of all Shale Oil in addition to any previously existing mineral interests or burdens excepted above and is not dependent on the existence (or nonexistence) of any mineral lease covering all or any portion of the Real Estate. Grantor may, at its option and in its sole discretion, elect from time to time to take its royalty share in kind upon giving Grantee at least ninety days prior written notice of such intent.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its attorney-in-fact on this 11 day of June, 2004.

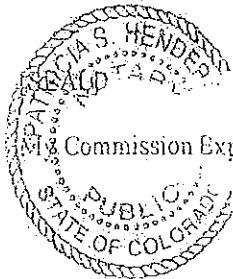
UNION OIL COMPANY OF CALIFORNIA,  
a California corporation

By: Brian J. Kelly  
Brian J. Kelly, Attorney-in-Fact

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

Acknowledged before me this 11 day of June, 2004 by Brian J. Kelly, Attorney-in-Fact for Union Oil Company of California, a California corporation.

Witness my hand and official seal.



Notary Public

Commission Expires: 12/31/2011

12/10/2010 10:10 AM



EXHIBIT A

Legal Description -- Chevron Reservoir Right of First Refusal Parcel and Water Rights

(Includes Unocal Parcel Nos. 7631, 7632,  
7633, 7634, 7660, 7693D, 7699 and  
Portions of 7616, 7625, 7627A, 7639 and 7646)

Township 5 South, Range 95 West, 6th P.M.

Section 30: Lots 10, 11, 12, 13 & 14

Section 31: Lots 2, 3, 4, 9 & 10

Township 5 South, Range 96 West, 6th P.M.

Section 25: Lots 7 and 8.

Section 36: NE1/4 & SE1/4 except that part of the South 949.99 feet lying West of the Centerline of Parachute Creek.

Township 6 South, Range 96 West, 6th P.M.

Section 4: Lots 4, 10, 12 & and all that part of Lot 1, SE1/4NW1/4, SW1/4NW1/4, NW1/4SW1/4 and Lot 11 lying East of the centerline of Parachute Creek

Section 9: Lots 3, 4, 5, 11 & SW1/4NW1/4

TOGETHER with a parcel of land, referred to as the Granlee Gulch School Parcel, in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section 4, Township 6 South, Range 96 West of the Sixth Principal Meridian, County of Garfield, State of Colorado described as follows:

Starting at the Northwest corner of the Southwest quarter of Section 4, Township 6 South, Range 96 West (This Corner is located on the South side of a gulch) running down the gulch South of East 532 feet to the creek from thence down the creek West of South 207 feet from thence West 336 feet from thence North 363 feet.

EXCEPTING therefrom that portion of County Road 215 that crosses the subject property including the Roadway survey parcels and slide parcels conveyed to The Board of County of Commissioners of Garfield County, Colorado in Special Warranty Deed recorded December 30, 1986 in Book 702 at Page 424 and as corrected in instrument recorded June 15, 1987 in Book 714 at Page 1.

## **Tom Brown Withdrawal Document**

Document Processing Fee

If document is on paper:

\$10.00

If document is filed electronically:

Currently Not Available

Fees are subject to change.

For electronic filing and to obtain  
copies of filed documents visit

[www.sos.state.co.us](http://www.sos.state.co.us)

Deliver paper documents to:  
Colorado Secretary of State  
Business Division

1560 Broadway, Suite 200  
Denver, CO 80202-5169

Paper documents must be typed or machine printed.

20051017416 C

\$ 10.00

SECRETARY OF STATE

01-11-2005 15:32:38

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Withdrawal

(filed pursuant to §7-90-301, et seq. and §7-90-806 of the Colorado Revised Statutes (C.R.S.))

ID number: 19871736159

1. True name:

Tom Brown, Inc.

2. Assumed entity name  
(if different from True name)

3. Registered agent: (if an individual):

(Last)

(First)

(Middle)

(Suffix)

OR (if a business organization):

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address:

(Street name and number)

CO

(City)

(State)

(Postal/Zip Code)

Registered agent mailing address:  
(if different from above)

(Street name and number or Post Office Box information)

(City)

(State)

(Postal/Zip Code)

(Province - if applicable)

(Country - if not US)

OR

If the registered agent is no longer to  
be maintained, the mailing address to  
which service of process may be  
mailed:

c/o EnCana Oil & Gas (USA) Inc.

(Street name and number or Post Office Box information)

370 17th Street, Suite 1700

Denver

CO

80202

(City)

(State)

(Postal/Zip Code)

Rev. 7/13/2004  
1 of 3

4. Jurisdiction of formation:

Delaware  
(Province - if applicable) (Country - if not US)

5. Principal office mailing address:

370 17th Street, Suite 1700  
(Street name and number or Post Office Box information)  
Denver CO 80202  
(City) (State) (Postal/Zip Code)  
(Province - if applicable) (Country - if not US)

6. The entity will no longer transact business or conduct activities in this state and it relinquishes its authority to transact business or conduct activities in this state.

7. The registration of all trade names registered by the entity with the secretary of state pursuant to §7-70-101, C.R.S. and any assumed entity name pursuant to §7-90-603, C.R.S. are withdrawn upon the filing of this statement.

8. (Optional) Delayed effective date:

(month/day/year)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

9. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Grant Sara A  
(Last) (First) (Middle) (Suffix)  
Welborn Sullivan Meek & Tooley, P.C.  
(Street name and number or Post Office Box information)  
821 17th Street, Suite 500  
Denver CO 80202  
(City) (State) (Postal/Zip Code)  
(Province - if applicable) (Country - if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum

legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.



Please include a typed  
self-addressed envelope

MUST BE TYPED  
FILING FEE: \$76.00  
MUST SUBMIT TWO COPIES

Mail to: Secretary of State  
Corporations Section  
1680 Broadway, Suite 200  
Denver, CO 80202  
(303) 894-2251  
Fax (303) 894-2242

For office use only 011

FILED  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE  
20001081983 C  
\$ 76.00  
SECRETARY OF STATE  
04-24-2000 08:13:44

### APPLICATION FOR AUTHORITY

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporation hereby applies for Authority to transact business in Colorado, and for that purpose submits the following statement:

FIRST: The name of the corporation is ABC Oil & Gas (USA) Inc.  
(Exact Corporation name must agree with the attached Certificate of Good Standing)

SECOND: The name which it elects to use in Colorado is \_\_\_\_\_  
(If its corporate name is not available for use in Colorado.)

THIRD: It is incorporated under the laws of Delaware  
(State of Incorporation)

FOURTH: The date of its incorporation is 9/15/97 The period of duration is Perpetual

FIFTH: The street address of its principal office (include City, State and Zip Code) 3900, 321 7th Ave SW,  
Calgary, Alberta Canada T2P 4K3

SIXTH: The street address of its proposed registered office in Colorado is 1675 Broadway  
Denver, Colorado 80202

and the name of its proposed registered agent in Colorado at that address is The Corporation Company  
(Address must include building number and suite number, street (or rural route number), town or city and zip code. Include a P.O. Box if mailing address is different from street address)

Signature of Registered Agent [Signature] (may be in accompanying document)  
Date Business commenced or expects to commence transacting business in this state Upon Qualification

SEVENTH: The names and respective addresses of its directors and officers are:

OFFICE	NAME	BUSINESS ADDRESS
President	<u>See attached list of officers</u>	
Vice Pres		
Secy		
Treas		
Director	<u>See attached list of directors</u>	
Director		
Director		

List additional Officers or Directors on a separate piece of paper.

EIGHTH: This application MUST BE ACCOMPANIED BY A CERTIFICATE OF GOOD STANDING ISSUED BY THE JURISDICTION OF ITS INCORPORATION AND DATED WITHIN NINETY (90) DAYS OF THE FILING OF THE APPLICATION:

Signature [Signature]  
Title Vice President

(CCL-31A-11/9/95)

Revised 7/95

Appendix to Colorado  
Application for Certificate of Authority

Directors and Officers of  
AEC Oil & Gas (USA) Inc.  
at April 18, 2000

---

Directors

Eresman, Randall K.	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Ferguson, Brian C.	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Westcott, Ronald H.	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9

Officers

Eresman, Randall K.	President	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
James, Guy C.L.	Vice-President, Northern Exploration	3700, 707 - 8 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 1H5
Wojahn, Jeff E.	Vice-President Southern Exploration	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Stevenson, William A.	Treasurer	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Ferguson, Brian C.	Secretary	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9
Mackid, Linda H.	Assistant Secretary	3900, 421 - 7 <sup>th</sup> Avenue S.W. Calgary, Alberta, T2P 4K9

State of Delaware  
Office of the Secretary of State

---

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AEC OIL & GAS (USA) INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF APRIL, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



*Edward J. Freel*  
Edward J. Freel, Secretary of State

2137895 8300

001202891

AUTHENTICATION:

DATE:

0393465

04-20-00

APR-21-2000 12:57

206 621 8813

98%

TOTAL P.04  
P.04

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Mike Coffman, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,

ENCANA OIL & GAS (USA) INC.

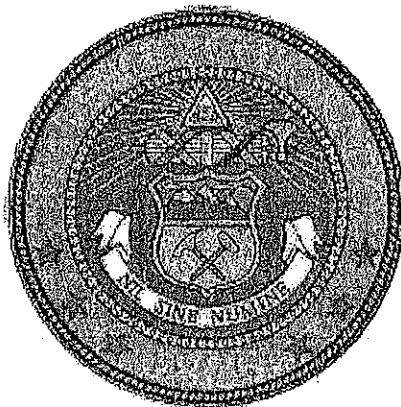
is an entity formed or registered under the law of

Delaware

has complied with all applicable requirements of this office, and is in good standing with this  
office. This entity has been assigned entity identification number 20001081983 .

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 06/26/2007 that have been posted, and by documents delivered to this office  
electronically through 06/29/2007 @ 11:34:36 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed,  
authenticated, issued, delivered and communicated this official certificate at Denver, Colorado  
on 06/29/2007 @ 11:34:36 pursuant to and in accordance with applicable law. This certificate is  
assigned Confirmation Number 6821140 .



A handwritten signature in black ink, reading "Mike Coffman".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*

655347 07/02/2004 02:58P B1602 P297 M ALSDORF  
42 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

Edna No. 1 Placer Mining Claim,  
Edna No. 2 Placer Mining Claim,  
Edna No. 3 Placer Mining Claim,  
Edna No. 4 Placer Mining Claim,

situated in Garfield County, Colorado, described as follows:

Sixth Principal Meridian, Colorado.

T. 4 S., R. 95 W.

Sec. 21, NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 22, E $\frac{1}{2}$ ;

Sec. 23, E $\frac{1}{2}$ ;

Sec. 24, all;

Sec. 25, all;

Sec. 26, all;

Sec. 27, all

Sec. 34, N $\frac{1}{2}$ , and SE $\frac{1}{4}$ ;

Sec. 35, N $\frac{1}{2}$

Sec. 36, NW $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

T. 5 S., R. 95 W.,

Sec. 4, Lots 1, 4, 6 and 8, and S $\frac{1}{2}$ N $\frac{1}{2}$

(Book: 1259 at Page: 387

Recording Date: June 8, 2001

Grantor: United States of America

Grantee: Union Oil Company of California)

All of the following described mining claim or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Sixth Principal Meridian, Colorado,

T. 4 S., R. 95 W.,

Sec. 22, W $\frac{1}{2}$

Sec. 23, SE $\frac{1}{4}$ NW $\frac{1}{4}$  and E $\frac{1}{2}$ SW $\frac{1}{4}$ ;

Sec. 34, SW $\frac{1}{4}$ ;

T. 5 S., R. 95 W.,

Sec. 4, Lots 5 and 7



655347 07/02/2004 02:58P B1602 P296 M ALSDORF  
41 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

SCHEDULE 1-A35

Unocal Parcel No. 7643/7767

(Book: 698 at Page: 583  
Recording Date: November 10, 1986  
Grantor: United States of America  
Grantee: Union Oil Company of California)

All of the following described mining claim or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

A portion of the Betty No. 1 Placer Mining Claim,  
A portion of the Betty No. 2 Placer Mining Claim,  
Betty No. 3 Placer Mining Claim,  
A portion of the Betty No. 4 Placer Mining Claim,  
Betty No. 7 Placer Mining Claim,  
Betty No. 8 Placer Mining Claim,  
Grace No. 1 Placer Mining Claim,  
Grace No. 2 Placer Mining Claim,  
Grace No. 3 Placer Mining Claim,  
Grace No. 4 Placer Mining Claim,  
Grace No. 5 Placer Mining Claim,  
Grace No. 6 Placer Mining Claim,  
Grace No. 7 Placer Mining Claim,  
Grace No. 8 Placer Mining Claim,  
Louise No. 1 Placer Mining Claim,  
Louise No. 2 Placer Mining Claim,  
Louise No. 3 Placer Mining Claim,  
Louise No. 4 Placer Mining Claim,  
Louise No. 5 Placer Mining Claim,  
Louise No. 6 Placer Mining Claim,  
Patricia No. 1 Placer Mining Claim,  
Patricia No. 3 Placer Mining Claim,  
Patricia No. 5 Placer Mining Claim,  
A portion of the Patricia No. 7 Placer Mining Claim,  
Lucy Agnes No. 1 Placer Mining Claim,  
Lucy Agnes No. 2 Placer Mining Claim,  
Madge No. 5 Placer Mining Claim,  
Madge No. 7 Placer Mining Claim,  
Madge No. 8 Placer Mining Claim,

655347 07/02/2004 02:58P B1602 P295 M ALSDORF  
40 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

SCHEDULE 1-A34

Unocal Parcel No. 7641B

(Book: 640 at Page: 127

Recording Date: December 8, 1983

Grantor: Madeline M. Parkhurst Miles formerly Madeline M. Parkhurst

Grantee: Union Oil Company of California)

The following described property is situate in the County of Garfield, State of Colorado, to-wit:

The east one-half of the Southeast one-quarter (E-1/2 SE-1/4) of Section 3, Township 6 South, Range 96 West, 6<sup>th</sup> Principal Meridian, Garfield County, Colorado.



655347 07/02/2004 02:58P B1602 P294 M ALSDORF  
39 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

SCHEDULE 1-A33

Unocal Parcel No. 7641A

(Book: 246 at Page: 212

Recording Date: November 23, 1949

Grantor: Frank H. Reeds, Kathryn W. Lake, Mary H. Cherrington and Emily B. Ross

Grantee: Union Oil Company of California)

The following oil shale placer mining claims situate in the County of Garfield and State of Colorado, to-wit:

Falls No. 1, being the N $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 4

Falls No. 2, being the N $\frac{1}{2}$ S $\frac{1}{2}$ , Sec. 3

Falls No. 3, being the S $\frac{1}{2}$ S $\frac{1}{2}$ , Sec. 3

All in Tp. 6 S., R. 96 W., 6<sup>th</sup> P.M.

(Book: 269 at Page: 529

Recording Date: June 27, 1953

Grantor: United States of America

Grantee: Union Oil Company of California)

All of the following described mining claim or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Falls No. 1, Falls No. 2 and Falls No. 3 placer mining claims, situated in Garfield County, Colorado, described as follows:

Sixth Principal Meridian, Colorado.

T. 6 S., R. 96 W.

Falls No. 1 claim, embracing;

Sec. 4, Lots 8 and 9;

Falls No. 2 claim, embracing;

Sec. 3, Lot 13, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

Falls No. 3 claim, embracing

Sec. 3, Lot 14, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$

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Bituminite No. 2 claim, embracing;  
Sec. 21, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Lot 7,  
Sec. 28, Lot 1;

Bituminite No. 3 claim, embracing;  
Sec. 22, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Lot 1,  
Sec. 27, Lot 4.

(Book: 640 at Page: 131  
Recording Date: December 8, 1983  
Grantor: Madeline M. Parkhurst Miles formerly Madeline M. Parkhurst  
Grantee: Union Oil Company of California)

The following described property is situate in the County of Garfield, State of Colorado, to-wit:

The east one-half of the Southwest one-quarter (E-1/2 SW-1/4) of Section 15, Township 6 South,  
Range 96 West, 6<sup>th</sup> Principal Meridian, Garfield County, Colorado.

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SCHEDULE 1-A32

Unocal Parcel No. 7640A and B

(Book: 269 at Page: 527  
Recording Date: June 27, 1953  
Grantor: United States of America  
Grantee: Union Oil Company of California)

All of the following described mining claim or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Midas No. 3, Midas No. 4, Midas No. 7, Midas No. 8, Double B No. 1, Double B No. 3, Bituminite No. 1, Bituminite No. 2 and Bituminite No. 3 placer mining claims, situated in Garfield County, Colorado, described as follows:

Sixth Principal Meridian, Colorado.  
T. 6 S., R. 96 W.

Midas No. 3 claim, embracing;  
Sec. 15, SW $\frac{1}{4}$

Midas No. 4 claim, embracing;  
Sec. 16, SE $\frac{1}{4}$

Midas No. 7 claim, embracing,  
Sec. 16, Lot 14, SE $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec. 21, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$

Midas No. 8 claim, embracing  
Sec. 16, Lots 11, 12, 13, NE $\frac{1}{4}$ SW $\frac{1}{4}$

Double B No. 1 claim, embracing  
Sec. 21, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Double B No. 3 claim, embracing;  
Sec. 21, NE $\frac{1}{4}$ NE $\frac{1}{4}$   
Sec. 22, N $\frac{1}{2}$ NW $\frac{1}{4}$ ;

Bituminite No. 1 claim, embracing;  
Sec. 21, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , Lot 6;  
Sec. 28, Lot 2;



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Bituminite No. 2 claim, embracing;  
Sec. 21, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Lot 7,  
Sec. 28, Lot 1;

Bituminite No. 3 claim, embracing;  
Sec. 22, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Lot 1,  
Sec. 27, Lot 4.

(Book: 640 at Page: 131  
Recording Date: December 8, 1983  
Grantor: Madeline M. Parkhurst Miles formerly Madeline M. Parkhurst  
Grantee: Union Oil Company of California)

The following described property is situate in the County of Garfield, State of Colorado, to-wit:

The east one-half of the Southwest one-quarter (E-1/2 SW-1/4) of Section 15, Township 6 South,  
Range 96 West, 6<sup>th</sup> Principal Meridian, Garfield County, Colorado.

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SCHEDULE 1-A32

Unocal Parcel No. 7640A and B

(Book: 269 at Page: 527  
Recording Date: June 27, 1953  
Grantor: United States of America  
Grantee: Union Oil Company of California)

All of the following described mining claim or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Midas No. 3, Midas No. 4, Midas No. 7, Midas No. 8, Double B No. 1, Double B No. 3, Bituminite No. 1, Bituminite No. 2 and Bituminite No. 3 placer mining claims, situated in Garfield County, Colorado, described as follows:

Sixth Principal Meridian, Colorado.  
T. 6 S., R. 96 W.

Midas No. 3 claim, embracing;  
Sec. 15, SW $\frac{1}{4}$

Midas No. 4 claim, embracing;  
Sec. 16, SE $\frac{1}{4}$

Midas No. 7 claim, embracing,  
Sec. 16, Lot 14, SE $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec. 21, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$

Midas No. 8 claim, embracing  
Sec. 16, Lots 11, 12, 13, NE $\frac{1}{4}$ SW $\frac{1}{4}$

Double B No. 1 claim, embracing  
Sec. 21, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Double B No. 3 claim, embracing;  
Sec. 21, NE $\frac{1}{4}$ NE $\frac{1}{4}$   
Sec. 22, N $\frac{1}{2}$ NW $\frac{1}{4}$ ;

Bituminite No. 1 claim, embracing;  
Sec. 21, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , Lot 6;  
Sec. 28, Lot 2;

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SCHEDULE 1-A31

Unocal Parcel No. 7639

(Book: 256 at Page: 144

Recording Date: December 28, 1950

Grantor: Felix R. Lindauer, Karl A. Lindauer and Julius Lindauer

Grantee: Union Oil Company of California)

The following described lots or parcels of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Lot 6 of Section 25, Township 5 South, Range 96 West of the Sixth Principal Meridian.

Lots 3, 4 and 5 of Section 25, Township 5 South, Range 96 West of the Sixth Principal Meridian, being a portion of Tract No. thirty-seven (37), in Township Five (5) South of Range Ninety-six (96) West of the Sixth (6th) Principal Meridian.

Lot 5 of Section 30, Township 5 South, Range 95 West of the Sixth Principal Meridian, being a portion of Tract No. thirty-seven (37), in Township Five (5) South of Range Ninety-five (95) West of the Sixth (6th) Principal Meridian.

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SCHEDULE 1-A30

Unocal Parcel No. 7638

(Book: 275 at Page: 1  
Recording Date: February 1, 1954  
Grantor: United States of America  
Grantee: Union Oil Company of California)

All of the following described mining claim or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Bituminite No. 4, J.B. No. 7, and J.B. No. 8 placer mining claims, situate in Garfield County, Colorado, described as follows:

Sixth Principal Meridian, Colorado.  
T. 6 S., R. 96 W.,

Bituminite No. 4 claim embracing  
Sec. 22, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Lot 2;

J.B. No. 7 claim, embracing  
Sec. 15, W $\frac{1}{2}$ E  $\frac{1}{2}$

J.B. No. 8 claim, embracing  
Sec. 22, NE $\frac{1}{4}$

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SCHEDULE 1-A29

Unocal Parcel No. 7637

(Book: 257 at Page: 389  
Recording Date: March 22, 1951  
Grantor: A. H. Parkhurst  
Grantee: Union Oil Company of California)

The following real property situate in the County of Garfield and State of Colorado, to-wit:

The East half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ); the Northwest Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ); Lots 5, 6, 7, 10 and 11 of Section 2; and Lots 7, 8, and 9, of Section 3, all in Twp. 6 South, Range 96 West of the 6<sup>th</sup> P.M.

(Book: 257 at Page: 391  
Recording Date: March 22, 1951  
Grantor: Harry K. Savage  
Grantee: Union Oil Company of California)

All of the following described lots or parcels of land situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Last Chance No. 1 Placer Mining Claim, being the SW $\frac{1}{4}$  of Sec. 2;  
The Last Chance No. 2 Placer Mining Claim, being the SE $\frac{1}{4}$  of Sec. 2;  
The Last Chance No. 3 Placer Mining Claim, being Lots 5, 6, 11 and 12, Sec. 2  
The Last Chance No. 4 Placer Mining Claim, being Lots 7, 8, 9 and 10, Sec. 2;  
The Last Chance No. 5 Placer Mining Claim, being Lots 7, 8, 13 and 14, Sec. 1  
The Last Chance No. 6 Placer Mining Claim, being Lots 9, 10, 11 and 12, Sec. 1

All in Twp. 6 S., R. 96 W. 6<sup>th</sup> P.M.

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SCHEDULE 1-A28

Unocal Parcel No. 7636

(Book: 244 at Page: 292  
Recording Date: August 9, 1949  
Grantor: Clara E. Mahaffey  
Grantee: Union Oil Company of California)

All of the following described lots or parcels of land situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The South Half (S $\frac{1}{2}$ ) of Lots Fourteen (14) and Fifteen (15), Section Nine (9); Lot Four (4), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) and the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ), Section Ten (10); Township Six (6) South, Range Ninety-six (96) West of the Sixth (6<sup>th</sup>) Principal Meridian.



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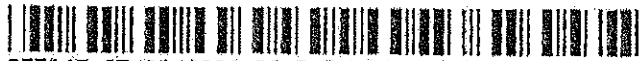
SCHEDULE 1-A27

Unocal Parcel No. 7630

(Book: 142 at Page: 379  
Recording Date: January 16, 1925  
Grantor: Mary Colman Williams  
Grantee: Union Oil Company of California)

All of the following described lot or parcel of land situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Lot eleven (11) of Section Nineteen (19) and Lots two (2), six (6), eight (8) and nine (9) of Section thirty (30), all in Township five (5) South, Range Ninety-five (95) West of the Sixth Principal Meridian.



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SCHEDULE 1-A26

Unocal Parcel No. 7629

(Book: 214 at Page: 73  
Recording Date: April 1, 1944  
Grantor: Bessie E. Lindauer  
Grantee: Union Oil Company of California)

All of the following described lots or parcels of land situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The North half of the Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ) and the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) and Lot 15 (sometimes called SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 30, Twp. 5 S., Range 95 West, 6<sup>th</sup> P.M.

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SCHEDULE 1-A25

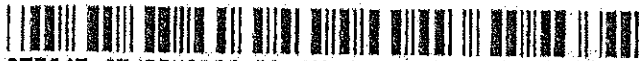
Unocal Parcel No. 7627A and 7627B

(Book: 141 at Page: 179  
Recording Date: July 30, 1923  
Grantor: D. D. Potter  
Grantee: Union Oil Company of California)

All of the following described lot or parcel of land situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The west half of the southeast quarter, the northeast quarter of the southeast quarter and the southwest quarter of the northeast quarter of Section twenty-six in Township five south of Range ninety-six west; and the Lot five of Section thirty-one in Township five south of Range ninety-five west of the Sixth Principal Meridian, Colorado.

EXCEPTING THEREFROM that portion of County Road 215 that crosses the subject property including the Roadway Survey Parcels and Slide Parcels contained within the subject property conveyed to The Board of County Commissioners of Garfield County, Colorado in Special Warranty Deed recorded December 30, 1986 in Book 702 at Page 424 and as corrected in instrument recorded June 15, 1987 in Book 714 at Page 1.



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SCHEDULE 1-A24

Unocal Parcel No. 7626

(Book: 134 at Page: 588

Recording Date: November 24, 1922

Grantor: Joseph Bellis

Grantee: Union Oil Company of California)

All of the following described lot or parcel of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Southeast quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section twenty-three (23), the North Half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twenty-six (26), the southwest quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section twenty-five (25), all in Township five (5) South, Range ninety-six (96) West of the Sixth Principal Meridian, in said County and State.

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SCHEDULE 1-A23

Unocal Parcel No. 7625

(Book: 138 at 234  
Recording Date: November 15, 1922  
Grantor: Renwick P. Ralston  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

A portion of the J.B.M. No. 3, J.B.M. No. 4, J.B.M. No. 5 and J.B.M. No. 6 placer mining claims, situate in Garfield County, Colorado, described as follows:

That portion of the J.B.M. No. 3 claim comprising the Lots thirteen and fourteen of Section four in Township six south of Range ninety-six west of the Sixth Principal Meridian; the J.B.M. No. 4 claim comprising the Lots one and two of Section nine said Township and Range; the J.B.M. No. 5 claim comprising the Lots six and seven of said Section nine; and the J.B.M. No. 6 claim comprising the east half of the northwest quarter and the Lots one and two of Section ten said Township and Range.

EXCEPTING THEREFROM that portion of County Road 215 that crosses the subject property including the Roadway Survey Parcels and Slide Parcels contained within the subject property conveyed to The Board of County Commissioners of Garfield County, Colorado in Special Warranty Deed recorded December 30, 1986 in Book 702 at Page 424 and as corrected in instrument recorded June 15, 1987 in Book 714 at Page 1.

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SCHEDULE 1-A22

Unocal Parcel No. 7624

(Book: 134 at Page: 332  
Recording Date: April 21, 1922  
Grantor: Delos D. Potter  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Federal No. 5, Federal No. 6, Federal No. 7, Federal No. 8, Federal No. 9, Federal No. 10, Federal No. 11, Federal No. 14, and Federal No. 15 placer mining claims, situate in Garfield County, Colorado, described as follows:

The Federal No. 5 claim comprising the Lots three and four and the south half of the northwest quarter of Section four in Township five south of Range ninety-six west of the Sixth Principal Meridian; the Federal No. 6 claim comprising the southwest quarter of said Section four; the Federal No. 7 claim, comprising the southeast quarter of Section five; said Township and Range; the Federal No. 8 claim, comprising the Lots one and two and the south half of the northeast quarter of said Section five; the Federal No. 9 claim, comprising the Lots three and four and the south half of the northwest quarter of said Section five; the Federal No. 10 claim, comprising the southwest quarter of said Section five; the Federal No. 11 claim, comprising the northwest quarter of Section eight; said Township and Range; the Federal No. 14 claim, comprising the northeast quarter of said Section eight; and the Federal No. 15 claim, comprising the northwest quarter of Section nine, said Township and Range.



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SCHEDULE 1-A21

Unocal Parcel No. 7623

(Book: 134 at Page: 475  
Recording Date: August 14, 1922  
Grantor: The Federal Shale Oil Company  
Grantee: Union Oil Company of California)

All of the following described premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

That portion of the Federal No. 22 Oil Shale Placer Mining Claim described as the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Sixteen (16), Township five (5) South, Range ninety-six (96) West of the Sixth (6<sup>th</sup>) Principal Meridian.



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SCHEDULE 1-A20

Unocal Parcel No. 7622

(Book: 141 at Page: 48  
Recording Date: April 14, 1923  
Grantor: The Federal Shale Oil Company  
Grantee: Union Oil Company of California)

All of the following described premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Federal No. 1 and Federal No. 2 placer mining claims, situate in Garfield County, Colorado, described as follows:

The Federal No. 1 claim, comprising the Lots three and four and the south half of the northwest quarter of Section three in Township five south of Range ninety-six west of the Sixth Principal Meridian; and the Federal No. 2 claim, comprising the southwest quarter of said Section three.

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SCHEDULE 1-A19

Unocal Parcel No. 7621

(Book: 134 at Page: 521  
Recording Date: September 5, 1922  
Grantor: The Federal Shale Oil Company  
Grantee: Union Oil Company of California)

All of the following described premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Federal No. 3, Federal No. 4, Federal No. 12, Federal No. 13, Federal No. 16, Federal No. 17, Federal No. 18, Federal No. 19, Federal No. 20, Federal No. 21, Corregidor No. 3 and the Corregidor No. 4, placer mining claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Federal No. 3 claim comprising the southeast quarter of Section four in Township five south of Range ninety-six west of the Sixth Principal Meridian; the Federal No. 4 claim comprising the Lots one and two and the south half of the northeast quarter of said Section four; the Federal No. 13 claim comprising the southwest quarter of Section eight said Township and Range; the Federal No. 13 claim comprising the southeast quarter of said Section eight; the Federal No. 16 claim comprising the southwest quarter of Section nine, said Township and Range; the Federal No. 17 claim, comprising the northwest quarter of Section sixteen, said Township and Range; the Federal No. 18 claim comprising the northeast of Section seventeen, said Township and Range; the Federal No. 19 claim comprising the southeast quarter of said Section seventeen; the Federal No. 20 claim, comprising the southwest quarter of said Section sixteen; and the Federal No. 21 comprising the west half of the east half of said Section sixteen; and the Corregidor No. 3 claim comprising the west half of the east half of said Section nine; and the Corregidor No. 4 claim, comprising the east half of the east half of said Section nine.

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SCHEDULE 1-A18

Unocal Parcel No. 7620

(Book: 134 at Page: 511  
Recording Date: September 5, 1922  
Grantor: The Federal Shale Oil Company  
Grantee: Union Oil Company of California)

All of the following described premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Corregidor, Corregidor No. 2, Corregidor No. 5, Corregidor No. 6, Corregidor No. 7, Shepherder, the Sheperdess placer mining claim, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Corregidor claim comprising the southwest quarter of the northeast quarter and the south half of the northwest quarter of Section fifteen and the southeast quarter of the northeast quarter of Section sixteen in Township five south of Range ninety-six West of the Sixth Principal Meridian; the Corregidor No. 2, claim comprising the northwest quarter of the northeast quarter and the north half of the northwest quarter of said section fifteen and the northeast quarter of the northeast quarter of said Section sixteen; the Corregidor No. 5, claim comprising the west half of the southwest quarter and the West half of the northwest quarter of Section ten said township and Range; the Corregidor No. 6, claim comprising the east half of the southwest quarter and the east half of the northwest quarter of said Section ten; the Corregidor No. 7, claim comprising the west half of the southeast quarter and the west half of the northeast quarter of said Section ten; the Shepherder claim comprising the north half of the southeast quarter and the north half of the southwest quarter of said Section Fifteen; and the Sheperdess claim comprising the south half of the southeast quarter and the south half of the southwest quarter of said section fifteen.

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SCHEDULE 1-A16

Unocal Parcel No. 7617

(Book: 134 at Page: 474  
Recording Date: August 14, 1922  
Grantor: R. P. Ralston  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

That portion of the Federal No. 30 Oil Shale Placer Mining Claim described as the South Half (S½) of the Northwest Quarter (NW¼) of Section 28;

That portion of the Federal No. 31 Oil Shale Mining Claim described as the South Half (S½) of the Northeast Quarter (NE¼) of Section 28;

That portion of the Federal No. 32 Oil Shale Placer Mining Claim described as the South Half (S½) of the Northwest Quarter (NW¼) of Section 27;

All in Township five (5) South, Range ninety-six (96) West of the sixth (6<sup>th</sup>) Principal Meridian, in Garfield County, Colorado.

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half of the southwest quarter of said Section thirty-six and the northeast quarter of the southeast quarter of said section thirty-five; and the Bifuminite No. 16 claim, comprising the southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of said Section thirty-five.

EXCEPT the West 34 rods of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section Thirty-three.



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SCHEDULE 1-A15

Unocal Parcel No. 7616

(Book: 134 at Page: 331  
Recording Date: April 21, 1922  
Grantor: Renwick P. Ralston  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Burbank No. 5, Little Bob, Stafford, Bachelor, Aviator, Larkspur, Federal No. 33, Federal No. 34, Federal No. 35, Federal No. 36, Federal No. 37, Bituminite No. 13, Bituminite No. 14, Bituminite No. 15, and Bituminite No. 16 placer mining claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Burbank No. 6 claim comprising the north half of the northwest quarter of Section twenty-six and the north half of the northeast quarter of Section twenty-seven in Township five south of Range ninety-six west of the Sixth Principal Meridian; the Little Bob claim comprising the south half of the northwest quarter of said Section twenty-six and the south half of the northeast quarter of said Section twenty-seven; the Stafford claim comprising the north half of the southwest quarter of said Section twenty-six and the north half of the southeast quarter of said Section twenty-seven; the Bachelor claim comprising the south half of the southwest quarter of said Section twenty-six and the south half of the southeast quarter of said Section twenty-seven; the Aviator claim comprising the northeast quarter of the northeast quarter of Section thirty-four and the north half of the northwest quarter and the northwest quarter of the northeast quarter of Section thirty-five, said Township and Range; the Larkspur claim comprising the southwest quarter of the southeast quarter and the south half of the southwest quarter of Section twenty-five, said Township and Range and the southeast quarter of the southeast quarter of said Section twenty-six; the Federal No. 33 claim comprising the southwest quarter of said Section twenty-seven; the Federal No. 34 claim comprising the southeast quarter of Section twenty-eight, said Township and Range; the Federal No. 35 claim, comprising the southwest quarter of said Section twenty-eight; the Federal No. 36 claim, comprising the north half of the northwest quarter and the north half of the northeast quarter of section thirty-three, said Township and Range, the Federal No. 37 claim, comprising the north half of the northwest quarter, the southeast quarter of the northwest quarter, and the northwest quarter of the northeast quarter of said Section thirty-four; that portion of the Bituminite No. 13 claim, comprising the north half of the northwest quarter of Section thirty-six, said Township and Range; and the northeast quarter of the northeast quarter of said section thirty-five; that portion of the Bituminite No. 14 claim, comprising the south half of the northwest quarter of said section thirty-six and the southeast quarter of the northeast quarter of said Section thirty-five; the Bituminite No. 15 claim, comprising the north

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SCHEDULE 1-A14

Unocal Parcel No. 7614

(Book: 134 at Page: 507  
Recording Date: September 5, 1922  
Grantor: The Federal Shale Oil Company  
Grantee: Union Oil Company of California)

All of the following described premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Black Douglas, Towanda, and Miami placer mining claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Black Douglas claim comprising the north half of the northeast quarter and the northeast quarter of the northwest quarter of Section twenty-four said Township and Range; the Towanda claim comprising the south half of the north half of said Section twenty-four; and the Miami claim comprising the north half of the south half of said Section twenty-four.

655347 07/02/2004 02:58P B1602 P272 M ALSDORF  
17 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

SCHEDULE 1-A13

Unocal Parcel No. 7613

(Book: 134 at Page: 549  
Recording Date: September 30, 1922  
Grantor: Roderick D. Burnham  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Columbia No. 2, Columbia No. 4 and Columbia No. 5 Placer claims; the Columbia No. 2 claim comprising the north half of the south half of Section eleven in Township five south of Range ninety-six west of the Sixth Principal Meridian; the Columbia No. 4, claim comprising the northwest quarter of said Section eleven EXCEPT that portion conveyed to Exxon Corporation in deed recorded December 22, 1983 in Book 640 at Page 869; and the Columbia No. 5, claim comprising the east half of the northeast quarter and the northeast quarter of the southeast quarter of Section ten said Township and Range.

855347 07/02/2004 02:58P B1802 P271 M ALSDORF  
16 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

SCHEDULE 1-A12

Unocal Parcel No. 7612

(Book: 233 at Page: 203  
Recording Date: December 24, 1947  
Grantor: Delos D. Potter  
Grantee: Union Oil Company of California)

All of the following described oil-shale patented placer mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Panama No. 1 Placer Mining Claim, being the Northeast Quarter of the Northwest Quarter, and the North Half of the Northeast Quarter of Section 23, and the Northwest Quarter of the Northwest Quarter of Section 24;

The Panama No. 2 Placer Mining Claim, being the South Half of the Southwest Quarter and the South Half of the Southeast Quarter of Section 14; and

The Panama No. 3 Placer Mining Claim, being the North Half of the Southwest Quarter and the North Half of the Southeast Quarter of Section 14;

All in Township 5 South, Range 96 West of the 6<sup>th</sup> Principal Meridian.

655347 07/02/2004 02:58P B1602 P270 M ALSDORF  
15 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

SCHEDULE 1-A11

Unocal Parcel No. 7611

(Book: 138 at Page: 75

Recording Date: April 19, 1922

Grantor: Roderick D. Burnham and Isabel Burnham

Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Panama No. 4, Panama No. 5, and Panama No. 6 placer mining claims, situate in Garfield County, Colorado, described as follows:

The Panama No. 4 claim, comprising the south half of the northwest quarter and the south half of the northeast quarter of Section fourteen in Township five south of Range ninety-six west of the Sixth Principal Meridian; the Panama No. 5 claim, comprising the north half of the northwest quarter and the northwest quarter of the northeast quarter of said Section fourteen and the northeast quarter of the northeast quarter of Section fifteen, said Township and Range; and the Panama No. 6 claim, comprising the southeast quarter of the southeast quarter of section ten and the south half of the southwest quarter and the southwest quarter of the southeast quarter of Section eleven, said Township and Range.

EXCEPTING THEREFROM that portion conveyed to Exxon Corporation in deed recorded December 22, 1983 in Book 640 at Page 869.

655347 07/02/2004 02:58P B1602 P269 M ALSDORF  
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SCHEDULE 1-A10

Unocal Parcel No. 7610

(Book: 141 at Page: 259  
Recording Date: September 13, 1923  
Grantor: The Federal Shale Oil Company  
Grantee: Union Oil Company of California)

All of the following described premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The General Pershing, General Foch, General Haig and General Joffre placer mining claims, situate in Garfield County, Colorado, described as follows:

The General Pershing claim, comprising the south half of the northeast quarter and the north half of the southeast quarter of Section twenty-three in Township five south of Range ninety-six west of the Sixth Principal Meridian; the General Foch claim, comprising the southeast quarter of the southeast quarter of said section twenty-three; the south half of the southwest quarter of Section twenty-four and the northwest quarter of the northwest quarter of Section twenty-five, said Township and Range; the General Haig claim, comprising the south half of the southeast quarter of said Section twenty-four and the north half of the northeast quarter of said Section twenty-five; and the General Joffre claim comprising the east half of the northwest quarter and the Lots one and two of said Section twenty-five.



855347 07/02/2004 02:58P B1602 P268 M ALSDORF  
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SCHEDULE 1-A9

Unocal Parcel No. 7609

(Book: 138 at Page: 384  
Recording Date: April 2, 1923  
Grantor: Roderick D. Burnham  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Bellis No. 2, placer mining claim, situate in Garfield County, Colorado, described as the southeast quarter of the southeast quarter of section thirty in Township five south of Range ninety-five west of the Sixth Principal Meridian.

655347 07/02/2004 02:58P B1602 P267 M ALSDORF  
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SCHEDULE 1-A8

Unocal Parcel No. 7608

(Book: 138 at Page: 313  
Recording Date: January 29, 1923  
Grantor: Roderick D. Burnham  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Bellis No. 1, Placer Mining Claim, situate in Garfield County, Colorado, described as the north half of the southwest quarter, the southeast quarter of the northwest quarter, and the southwest quarter of the northeast quarter of Section twenty-nine in Township five south of Range ninety-five west of the Sixth Principal Meridian.

655347 07/02/2004 02:58P B1602 P266 M ALSDORF  
11 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

SCHEDULE I-A7

Unocal Parcel No. 7607

(Book: 134 at Page: 509  
Recording Date: September 5, 1922  
Grantor: The Federal Shale Oil Company  
Grantee: Union Oil Company of California)

All of the following described premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Trail No. 1, Trail No. 2, Trail No. 3, Trail No. 4, Rubberoid No. 1, and Rubberoid No. 2, placer mining claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Trail No. 1, claim comprising the Lot one and the north half of the northeast quarter of section thirty-one and the northwest quarter of the northwest quarter of Section thirty-two in Township five south of Range ninety-five west of the Sixth Principal Meridian; the Trail No. 2, claim comprising the Lot six and the south half of the northeast quarter of said Section thirty-one and the southwest quarter of the northwest quarter of said Section thirty-two; the Trail No. 3, claim comprising the Lots seven and eight and the north half of the southeast quarter of said Section thirty-one; the Trail No. 4, claim comprising the Lots eleven and twelve and the south half of the southeast quarter of said Section thirty-one; the Rubberoid No. 1, claim comprising the south half of the southwest quarter of Section twenty-nine said Township and Range, and the east half of the northwest quarter of said Section thirty-two; and the Rubberoid No. 2, claim comprising the west half of the southeast quarter of said Section twenty-nine and the west half of the northeast quarter of said Section thirty-two.

655347 07/02/2004 02:58P B1602 P265 M ALSDORF  
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SCHEDULE 1-A6

Unocal Parcel No. 7606

(Book: 143 at Page: 190  
Recording Date: July 14, 1924  
Grantor: Robert H. Johnston  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Little Jim No. 4, Little Jim No. 13, Little Jim No. 14, and Little Jim No. 15 Placer Mining Claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Little Jim No. 4, claim comprising the southeast quarter of the northeast quarter of Section thirty-two in Township five south of Range ninety-five west of the Sixth Principal Meridian; the Little Jim No. 13 claim, comprising the southeast quarter of Section thirty-four; said Township and Range; the Little Jim No. 14 claim comprising the south half of the north half of said Section thirty-four; and the Little Jim No. 15 claim comprising the south half of the north half of Section thirty-three, said Township and Range.

655347 07/02/2004 02:56P B1602 P264 M ALSDORF  
9 of 86 R 496.00 D 2644.30 GARFIELD COUNTY CO

SCHEDULE 1-A5

Unocal Parcel No. 7605

(Book: 141 at Page: 347  
Recording Date: December 13, 1923  
Grantor: Roderick D. Burnham  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Hoffman No. 59, Hoffman No. 60 and Hoffman No. 61 placer mining claims, situate in Garfield County, Colorado, described as follows:

The Hoffman No. 59, claim comprising the southeast quarter of the northeast quarter and the east half of the southeast quarter of section twenty-nine and the northeast quarter of the northeast quarter of Section thirty-two in Township five south of Range ninety-five west of the Sixth Principal Meridian; the Hoffman No. 60, claim comprising the southwest quarter of the northwest quarter and the west half of the southwest quarter of Section twenty-eight and the northwest quarter of the northwest quarter of Section thirty-three said Township and Range; and the Hoffman No. 61 claim, comprising the southeast quarter of the northwest quarter and the east half of the southwest quarter of said Section twenty-eight and the northeast quarter of the northwest quarter of said Section thirty-three.

655347 07/02/2004 02:58P B1602 P263 M ALSDORF  
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SCHEDULE 1-A4

Unocal Parcel No. 7604

(Book: 134 at Page: 548  
Recording Date: September 30, 1922  
Grantor: Roderick D. Burnham  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Hoffman No. 62, Hoffman No. 63, Hoffman No. 64, Hoffman No. 65, Hoffman No. 66 and Hoffman No. 67 placer mining claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Hoffman No. 62 claim comprising the southwest quarter of the northeast quarter and the west half of the southeast quarter of Section twenty-eight, and the northwest quarter of the northeast quarter of Section thirty-three in Township five south of Range ninety-five west of the Sixth Principal Meridian; the Hoffman No. 63 claim comprising the southeast quarter of the northeast quarter and the east half of the southeast quarter of said Section twenty-eight and the northeast quarter of the northeast quarter of said Section thirty-three; the Hoffman No. 64 claim comprising the southwest quarter of the northwest quarter and the west half of the southwest quarter of Section twenty-seven and the northwest quarter of the northwest quarter of Section thirty-four, said Township and Range; the Hoffman No. 65 claim comprising the southeast quarter of the northwest quarter and the east half of the southwest quarter of said Section twenty-seven and the northeast quarter of the northwest quarter of said Section thirty-four; the Hoffman No. 66 claim comprising the southwest quarter of the northeast quarter and the west half of the southeast quarter of said Section twenty-seven and the northwest quarter of the northeast quarter of said Section thirty-four; and the Hoffman No. 67 claim, comprising the southeast quarter of the northeast quarter and the east half of the southeast quarter of said Section twenty-seven and the northeast quarter of the northeast quarter of said Section thirty-four.



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SCHEDULE 1-A3

Unocal Parcel No. 7603

(Book: 138 at Page: 339

Recording Date: February 23, 1923

Grantor: Frank A. Wadleigh, George L. Beam & Arthur Chapman

Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Denver No. 1 Placer Mining Claim, comprising the North Half (N $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Lots No. 1 and No. 2 of Section 19, in Township 5 South of Range 95 West of the 6<sup>th</sup> Principal Meridian; the Denver No. 2 Placer Mining Claim, comprising the South Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Lots No. 5 and No. 6 of said Section 19, and the Denver No. 3 Placer Mining Claim, comprising the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 20, said Township and Range, except that portion of said Lots No. 1, No. 2 and No. 5 of said Section 19 described as follows: Beginning at Station 0, where the North and South County road as now constructed on the Middle Fork of Parachute Creek Intersects with the North line of said Section 19 at a point N. 89°55' E. 811 ft. from the witness Corner to the Northwest Corner of said Section 19, and running thence N. 89° 55' E. along the North line of said Section 19, 452.5 ft. to Station 1, at the foot of steep slope; thence S. 44° 10' E. along the foot of said slope 189 feet to Station 2; thence S. 73° 30' E. 180 feet to Station 3; thence N. 84° 40' E. 105 ft. to Station 4; thence N. 67° 53' E. 482.5 ft. to Station 5, on the North line of said Section 19; thence N. 89° 55' E. along said North line of 558.5 ft. to Station 6, at foot of steep slope on the East side of the East Middle Fork of Parachute Creek; thence S. 71° 30' W, along the foot of said steep slope 224 ft. to Station 7; thence S. 25° 10' W. 150 ft. to Station 8; thence S. 43° 07' W, 275 ft. to Station 9; thence S. 39° 32' W. 828.7 ft. to Station 10; thence S. 27° 15' W. 593 ft. to Station 11; thence S. 59° 25' W. 382 ft. to Station 12; thence S. 37° 10' W. 186 ft. to Station 13; thence South 10° 20' W. 152 ft. to Station 14; thence S. 32° 47' E. 223 ft. to Station 16; thence S. 2° 55' W 368.5 ft. to Station 16, at foot of steep slope, on East side of Parachute Creek and on the East and West  $\frac{1}{4}$  Section line of said Section 19, thence West along said  $\frac{1}{4}$  Section line 326.8 feet to Station 17 on the aforesaid North and South County Road across said Section 19; thence following along said County Road N. 15° 32' E. 199 ft. to Station 18; thence N. 20° 00' E. 193 ft. to Station 19; thence N. 1° 48' E 159 ft. to Station 20; thence N. 9° 21' W. 129 ft. to Station 21; thence No. 16° 47' E. 551 ft. to Station 22; thence N. 13° 50' E. 159 ft. to Station 23; thence N. 32° 20' E. 210 ft. to Station 24; thence No. 13° 55' E. 252 ft. to Station 25; thence N. 73° 15' E. 40 ft. to Station 26; thence N. 15° 34' W. 238 ft. to Station 27; thence No. 13° 25' W. 448 ft. to Station 26; thence N. 48° 27' W. 127.8 ft. to Station 29; thence N. 66° 22' W. 116 ft. to Station 30; thence N. 52° 05' W. 71.5 ft. to Station 0, the point of beginning.

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SCHEDULE 1-A2

Unocal Parcel No. 7602

(Book: 134 at Page: 523  
Recording Date: September 5, 1922  
Grantor: The Federal Shale Oil Company  
Grantee: Union Oil Company of California)

All of the following described premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Bella Castle, La Junta and The Parsonage placer mining claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Bella Castle claim comprising the Lots one and seven of Section thirty and the Lots seven and twelve of Section nineteen in Township five south of Range ninety-five west of the Sixth Principal Meridian; the La Junta claim comprising the west half of the northeast quarter of said Section thirty and the west half of the southeast quarter of said Section nineteen; and The Parsonage claim comprising the east half of the northeast quarter of said Section thirty and the east half of the southeast quarter of said Section nineteen.



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of said Section twenty-eight; the Lignum Vita No. 12 claim comprising the southeast quarter of the northwest quarter and the east half of the southwest quarter of said Section twenty-one and the northeast quarter of the northwest quarter of said Section twenty-eight; and the Lignum Vita No. 13 claim comprising the southwest quarter of the northeast quarter and the west half of the southeast quarter of said Section twenty-one and the northwest quarter of the northeast quarter of said Section twenty-eight.

655347 07/02/2004 02:58P B1602 P259 M ALSDORF  
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SCHEDULE 1-A1

Unocal Parcel No. 7601

(Book: 134 at Page: 516  
Recording Date: September 5, 1922  
Grantor: Delos D. Potter  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Lignum Vita No. 1, Lignum Vita No. 2, Lignum Vita No. 3, Lignum Vita No. 4, Lignum Vita No. 5, Lignum Vita No. 7, Lignum Vita No. 8, Lignum Vita No. 9, Lignum Vita No. 10, Lignum Vita No. 11, Lignum Vita No. 12, and Lignum Vita No. 13, placer mining claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows:

The Lignum Vita No. 1 claim comprising the southeast quarter of the northeast quarter and the east half of the southeast quarter of Section twenty-one and the northeast quarter of the northeast quarter of Section twenty-eight in Township five south of Range ninety-five west of the Sixth Principal Meridian; the Lignum Vita No. 2 claim comprising the southwest quarter of the northwest quarter and the west half of the southwest quarter of Section twenty-two and the northwest quarter of the northwest quarter of Section twenty-seven; said Township and Range; the Lignum Vita No. 3 claim comprising the southeast quarter of the northwest quarter and the east half of the southwest quarter of said Section twenty-two and the northeast quarter of the northwest quarter of said Section twenty-seven; the Lignum Vita No. 4 claim comprising the southwest quarter of the northeast quarter and the west half of the southeast quarter of said Section twenty-two and the northwest quarter of the northeast quarter of said Section twenty-seven; the Lignum Vita No. 5 claim comprising the southeast quarter of the northeast quarter and the east half of the southeast quarter of said Section twenty-two and the northeast quarter of the northeast quarter of said Section twenty-seven; the Lignum Vita No. 7 claim comprising the west half of the southwest quarter of section twenty and the west half of the northwest quarter of Section twenty-nine, said Township and Range; the Lignum Vita No. 8 claim comprising the southeast quarter of the northwest quarter and the east half of the southwest quarter of said Section twenty and the northeast quarter of the northwest quarter of said Section twenty-nine; the Lignum Vita No. 9 claim comprising the southwest quarter of the northeast quarter and the west half of the southeast quarter of said Section twenty and the northwest quarter of the northeast quarter of said Section twenty-nine; the Lignum Vita No. 10 claim comprising the southeast quarter of the northeast quarter and the east half of the southeast quarter of said Section twenty and the northeast quarter of the northeast quarter of said Section twenty-nine; the Lignum Vita No. 11 claim comprising the southwest quarter of the northwest quarter and the west half of the southwest quarter of said Section twenty-one and the northwest quarter of the northwest quarter

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EXHIBIT A

Legal Description

(Real Estate Except Reservoir Parcel and Intake Parcel)

[See attached Schedules 1-A1 through 1-A47]



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 2 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

There is further hereby reserved and excepted unto Grantor, its successors and assigns and not conveyed herein a two percent (2%) gross royalty in all oil and gas produced from or attributable to the Real Estate conveyed herein which is produced, mined or otherwise extracted from shale ("Shale Oil") within the Green River Formation from the surface to a depth that is stratigraphically equivalent to the "Orange Marker" within the Garden Gulch member of the Green River Formation., such depth being the stratigraphic equivalent to a depth of 2105' in the Skelly Oil Company #1 Dry Fork Unit well, SW1/4 NW1/4 SE1/4 of Section 25, Township 4 South, Range 97 West of the 6<sup>th</sup> P.M., Garfield County, Colorado. For the avoidance of doubt, the foregoing royalty reserved herein unto Grantor shall entitle Grantor to a cost free share equal to two percent of 8/8ths of all Shale Oil in addition to any previously existing mineral interests or burdens excepted above and is not dependent on the existence (or nonexistence) of any mineral lease covering all or any portion of the Real Estate. Grantor may, at its option and in its sole discretion, elect from time to time to take its royalty share in kind upon giving Grantee at least ninety days prior written notice of such intent.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its attorney-in-fact on this 11 day of June, 2004.

UNION OIL COMPANY OF CALIFORNIA,  
 a California corporation

By: Brian J. Kelly  
 Brian J. Kelly, Attorney-in-Fact

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

Acknowledged before me this 11 day of June, 2004 by Brian J. Kelly, Attorney-in-Fact for Union Oil Company of California, a California corporation.



Witness my hand and official seal.

Patricia S. H.  
 Notary Public

My Commission Expires: 3-11-06

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



655347 07/02/2004 02:58P B1602 P256 M ALSDORF  
1 of 86 R 496.00 D 2544.50 GARFIELD COUNTY CO

AFTER RECORDING, RETURN TO:

EnCana Oil & Gas (USA) Inc.  
950 17<sup>th</sup> Street, Suite 2600  
Denver, Colorado 80202  
Attention: Diane Blieszner, Esq.

SPECIAL WARRANTY DEED

UNION OIL COMPANY OF CALIFORNIA, a corporation duly organized and existing under and by virtue of the laws of the State of California ("Grantor"), whose legal address is 376 South Valencia Avenue, Brea, California 92823, for the consideration of Ten and 00/100<sup>th</sup> Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in hand paid, hereby sells and conveys to TOM BROWN, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware ("Grantee"), whose legal address is 555 17<sup>th</sup> Street, Suite 1850, Denver, Colorado 80202, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE,

with all its appurtenances (the "Real Estate"), and warrants the title to the same against all persons claiming under Grantor, subject to taxes for the current year, which constitute a lien not yet due or payable, and subject to all matters listed on attached Exhibit B. The preceding warranty is intended by Grantor to be made to Grantee only and is not intended to benefit any future owner or encumbrancer of the property and shall not run with the land.

RESERVATIONS

Grantor and Grantee agree and intend that this instrument shall convey to Grantee all oil, gas and other minerals in and under the Real Estate subject to the following reservations and exceptions. Grantor excepts herefrom such valid mineral interests in the Real Estate (including, without limitation, any mineral estate ownership, oil, gas or mineral lease, royalty, overriding royalty, executive right, production payment, net profits interest or other mineral interest of any kind whatsoever) owned by or in favor of third parties (i) which were recorded prior to the execution date hereof in the appropriate public records of the County or Counties in which all or a portion of the Real Estate are located or (ii) of which Grantee had actual knowledge prior to the execution hereof. Grantee agrees that the mineral interests herein conveyed by Grantor, if any, shall be subject to and shall not include the foregoing described previously existing mineral interests.

## Mineral Owner List

### **Minerals Owned By EnCana:**

#### Township 5 South, Range 95 West, 6<sup>th</sup> P.M.

Section 4: N/2

Section 15: S/2, S/2N/2

Section 16: All that part lying South of the southernmost Mahogany marker

a.k.a. Hoffman No. 36 Placer Mining Claim (S/2N/2 of Sec. 16, being a portion thereof)

a.k.a. Hoffman No. 35 Placer Mining Claim (N/2S/2 of Sec. 16, being a portion thereof)

a.k.a. Hoffman No. 34 Placer Mining Claim

Section 17: All that part of the N/2S/2 lying South of the southernmost Mahogany marker

a.k.a. Hoffman No. 30 Placer Mining Claim (N/2S/2 of Sec. 17),

S/2S/2 a.k.a. Hoffman No. 31 Placer Mining Claim (S/2S/2 of Sec. 17)

Sections 19 through 22: All

Sections 27 through 34: All

#### Township 5 South, Range 96 West, 6<sup>th</sup> P.M.

Section 2: W/2, less and except those portions conveyed by Union Oil Company of California to Exxon Corporation by Special Warranty Deed recorded in Book 640, Page 869, Garfield County, Colorado.

Sections 3 through 5: All

Sections 8 through 10: All

Section 11: W/2, less and except those portions conveyed by Union Oil Company of California to Exxon Corporation by Special Warranty Deed recorded in Book 640, Page 869, Garfield County, Colorado

Section 14: W/2, SE/4, W/2NE/4

Sections 15 and 16: All

Section 17: E/2

Sections 21 through 28: All

Section 33: N/2N/2, less and except the West 32 rods of the NW/4NW/4 containing 16 acres, more or less

Section 34: NW/4NW/4, NE/4

Section 35: N/2

Section 36: N/2, N/2SE/4, S/2SE/4 lying easterly of Parachute Creek

#### Township 6 South, Range 96 West, 6<sup>th</sup> P.M.

Section 1: Lots 3 to 14, inclusive

Sections 2 and 3: All

Section 4: That portion of the section east of Parachute Creek

Sections 9 and 10: all

Section 15: W/2, W/2E/2

Section 16: All

Section 21: E/2NW/4, NE/4, SE/4, SE/4SW/4

Section 22: N/2, SW/4

Section 27: W/2NW/4

Section 28: NW/4, NE/4SE/4

### **Minerals Owned by Bureau of Land Management:**

#### Township 4 South, Range 95 West, 6<sup>th</sup> P.M.

Sections 19 and 20: All

Section 21: E/2SW, NE/NW/4, NE/4, N/2SE/4, SE/4SE/4

Sections 22 through 27: All

Section 28: S/2, S/2S/2, NE/4NE/4, NW/4NW/4

Sections 29 through 34: All

Section 35: N/2

Section 36: N/2

#### Township 4 South, Range 96 West, 6<sup>th</sup> P.M.

Section 22: S/2, NW/4, W/2NE/4

Section 23: S/2, NE/4, E/2NW/4

Sections 24 through 27: All

Section 28: E/2

Section 33: SE/4, S/2NE/4, NE/4NE/4

Sections 34 and 35: All

Section 36: N/2, SW/4

**Recorded Delaware Merger Document**

# Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"TBI PIPELINE COMPANY", A DELAWARE CORPORATION,

"TBI WEST VIRGINIA, INC.", A DELAWARE CORPORATION,

"TOM BROWN, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ENCANA OIL & GAS (USA) INC." UNDER THE NAME OF "ENCANA OIL & GAS (USA) INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2004, AT 6:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2005.



2137895 8330

050039241

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3628833

DATE: 01-20-05

01/28/2005 01:07P B1658 P813 M PLSDORF  
R 00 D 0.00 GARFIELD COUNTY CO

and  
same  
as  
APR

change to pipeline: legal description  
CDP

Pad Location	Pad Name	Schedule #	UNOCAL Parcel #	Exhibit Page	Mineral Ownership	Surface Ownership
T5S R95W						
Sec. 28: NENE	A28B 595	1-A1	7601	A-1	EnCana	EnCana
Sec. 27: NENW	C27A 595	1-A1	7601	A-1	EnCana	EnCana
Sec. 28: NENW	C28 (C28A) 595	1-A1	7601	A-1	EnCana	EnCana
Sec. 27: NWNW	D27 595	1-A1	7601	A-1	EnCana	EnCana
Sec. 28: NWNW	D28 595	1-A1	7601	A-1	EnCana	EnCana
Sec. 19: Lot 5 (SWSW)	E19 595	1-A3	7603	A-4	EnCana	EnCana
Sec. 29: SENE	H29 (G29) 595	1-A1	7601	A-1	EnCana	EnCana
Sec. 29: SENE	H29A 595	1-A1	7601	A-1	EnCana	EnCana
Sec. 30: NESE	I30 595	1-A426	7629	A-28	BLM	EnCana
Sec. 30: NESE	I30A 595	1-A426	7629	A-28	BLM	EnCana
Sec. 29: NENW	L29 595	1-A1	7601	A-1	EnCana	EnCana
Sec. 30: Lot 15	N30 595	1-A26	7629	A-28	BLM	EnCana
Sec. 27: SESE	P27 595	1-A4	7604	A-5	EnCana	EnCana
Sec. 19: Lot 2 (NWNW)	D19A 595	1-A36	7644	A-42	EnCana	EnCana

#### T5S R96W

		See Special Warranty Deed to Unocal*	See Quit Claim Deed from Unocal to Tom Brown*			
Sec. 36: NENE	A36 596	1-A44	7693A, 7693B, 7693C, 7693E	N/A	BLM	EnCana
Sec. 22: NESW	J22A 596	1-A44	7693A, 7693B, 7693C, 7693E	A-52	EnCana	EnCana
Sec. 23: NWNW	D23 596	1-A44	7693A, 7693B, 7693C, 7693E	A-52	BLM	EnCana
Sec. 23: NWNW	D23A 596	1-A44	7693A, 7693B, 7693C, 7693E	A-52	BLM	EnCana
Sec. 25: Lot 4 (NESE)	I25 596	1-A31	7639	A-33	BLM	EnCana
Sec. 22: NESW	K22 596	1-A44	7693A, 7693B, 7693C, 7693E	A-52	EnCana	EnCana
Sec. 23: NESW	K23 596	1-A24	7626	A-26	BLM	EnCana
Sec. 25: NESW	K25 596	1-A24	7626	A-26	BLM	EnCana
Sec. 25: NESW	K25A 596	1-A24	7626	A-26	BLM	EnCana
Sec. 26: NWSE/NESW	K26 596	1-A25/1-A15	7627A, 7627B/1716	A-27/A-16	EnCana	EnCana
Sec. 10: SWSE	O10A 596	1-A18	7620	A-20	EnCana	EnCana
Sec. 23: SWSE	O23 596	1-A24	7626	A-26	BLM	EnCana

#### T6S R96W

		See Special Warranty Deed in to Unocal*	See Quit Claim Deed from Unocal in to Tom Brown*			
Sec. 4: Lot 1 (NENW)	C04 696	1-A28	7636	N/A	EnCana	EnCana
Sec. 9: Lot 4 (NWNW)	D09A 696	1-A28	7636	A-30	EnCana	EnCana
		See Special Warranty Deed in to Unocal*	See Quit Claim Deed from Unocal in to Tom Brown*			
Sec. 4: Lot 10 (NESW)	N04 696	1-A28	7636	N/A	EnCana	EnCana

\* The Quit Claim Deed conveyed everything that Unocal owned in the lands described to Tom Brown, Inc.

needs to be  
specific to legal  
description

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(Book: 728 at Page: 464  
Recording Date: January 29, 1988  
Grantor: Aaron C. Woodward  
Grantee: Union Oil Company of California)

All of the following described property in the County of Garfield and State of Colorado:

Township 4 South, Range 95 West, 6<sup>th</sup> P.M.

Section 22: NE $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 23: W $\frac{1}{2}$ W $\frac{1}{2}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 24: N $\frac{1}{2}$ SW $\frac{1}{4}$   
Section 36: N $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ /NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ ,  
NE $\frac{1}{4}$ NW $\frac{1}{4}$

(Book: 273 at Page: 162  
Recording Date: October 13, 1953  
Grantor: Rufo Eisaquirre  
Grantee: Union Oil Company of California)

All of the following described property, situate, lying and being in the County of Garfield, State of Colorado, to-wit:

Township 4 South, Range 95 West, 6<sup>th</sup> P.M.

Section 22: NE $\frac{1}{4}$ SE $\frac{1}{4}$ .  
Section 23: W $\frac{1}{2}$ W $\frac{1}{2}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$

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SCHEDULE 1-A36

Unocal Parcel No. 7644

(Book: 264 at Page: 580  
Recording Date: July 2, 1952  
Grantor: Charles C. Dere  
Grantee: Union Oil Company of California)

All of the following described lots or parcels of land situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Township 5 South, Range 95 West, 6th P.M.

Sec. 19: Lots 3, 4, 8, 9, 10

That portion of Lot 1, Lot 2 and Lot 5 bounded and described as follows:

Beginning at Station 0, where the North and South County Road as now constructed on the Middle Fork of Parachute Creek intersects with the North line of said Section 19 at a point N.  $89^{\circ} 55'$  E. 211 ft. from the Witness Corner to the Northwest Corner of said Section 19; running thence N.  $89^{\circ} 55'$  E. along the North line of said Section 19 452.5 ft. to Station 1, at the foot of steep slope; thence S.  $44^{\circ} 10'$  E. along the foot of said slope 189 ft. to Station 2, thence S.  $73^{\circ} 30'$  E. 180 ft. to Station 3; thence N.  $84^{\circ} 40'$  E. 105 ft. to Station 4; thence N.  $67^{\circ} 53'$  E. 482.5 ft. to Station 5 on the North line of said Section 19; thence N.  $89^{\circ} 55'$  E. along said North line 558.5 ft. to Station 6 at foot of steep slope on the East side of the East Middle Fork of Parachute Creek; thence S.  $71^{\circ} 30'$  W. along the foot of said steep slope 224 ft. to Station 7; thence S.  $25^{\circ} 10'$  W. 150 ft. to Station 8; thence S.  $43^{\circ} 07'$  W. 275 ft. to Station 9; thence S.  $39^{\circ} 32'$  W. 828.7 ft. to Station 10; thence S.  $27^{\circ} 15'$  W. 593 ft. to Station 11; thence S.  $59^{\circ} 25'$  W. 382 ft. to Station 12; thence S.  $37^{\circ} 10'$  W. 186 ft. to Station 13; thence S.  $10^{\circ} 20'$  W. 152 ft. to Station 14; thence S.  $32^{\circ} 47'$  E. 223 ft. to Station 15; thence S.  $2^{\circ} 55'$  W. 368.5 ft. to Station 16 at the foot of steep slope on the East side of Parachute Creek and on the East and West  $\frac{1}{4}$  Section line of said Section 19; thence W. along said  $\frac{1}{4}$  Section line 326.8 ft. to Station 17 on the aforesaid North and South County Road across said Section 19; thence following along said County Road N.  $15^{\circ} 32'$  E. 199 ft. to Station 18;



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thence N.  $20^{\circ}00'$  E. 193 ft. to Station 19;  
thence N.  $1^{\circ}48'$  E. 159 ft. to Station 20;  
thence N.  $9^{\circ}21'$  W. 129 ft. to Station 21;  
thence N.  $16^{\circ}47'$  E. 551 ft. to Station 22;  
thence N.  $13^{\circ}50'$  E. 159 ft. to Station 23;  
thence N.  $32^{\circ}20'$  E. 210 ft. to Station 24;  
thence N.  $13^{\circ}55'$  E. 252 ft. to Station 25;  
thence N.  $73^{\circ}15'$  E. 40 ft. to Station 26;  
thence N.  $15^{\circ}34'$  W. 238 ft. to Station 27;  
thence N.  $13^{\circ}25'$  W. 448 ft. to Station 28;  
thence N.  $48^{\circ}27'$  W. 127.8 ft. to Station 29;  
thence N.  $66^{\circ}22'$  W. 116 ft. to Station 30;  
thence N.  $52^{\circ}05'$  W. 71.5 ft. to Station 0, the point of beginning,

Sec. 30: Lots 3, 4

Sec. 19: North Half (N/2)

Sec. 20: SW $\frac{1}{4}$ NW $\frac{1}{4}$

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SCHEDULE 1-A37

Unocal Parcel No. 7645

(Book: 263 at Page: 101  
Recording Date: February 6, 1952  
Grantor: Laura S. Bell  
Grantee: Union Oil Company of California)

All of the following described lots or parcels of land, situate, lying and being in the County of Garfield, State of Colorado, to-wit:

Township 6 South - Range 96 West, 6<sup>th</sup> P.M.

Section 10: NE/4; N/2 SE/4; NE/4 SW/4; Lot 3;  
Section 9: Lots 8, 9, 10, 12, 13; N/2 of Lots 14, 15;

EXCEPTING THEREFROM that portion of County Road 215 that crosses the subject property including the Roadway Survey Parcels and Slide Parcels contained within the subject property conveyed to The Board of County Commissioners of Garfield County, Colorado in Special Warranty Deed recorded December 30, 1986 in Book 702 at Page 424 and as corrected in instrument recorded June 15, 1987 in Book 714 at Page 1.

(Book: 264 at Page: 584  
Recording Date: July 2, 1952  
Grantor: Lulu B. Bell and C. B. Bell  
Grantee: Union Oil Company of California)

All of the following described lots or parcels of land, situate, lying and being in the County of Garfield, State of Colorado, to-wit:

Township 6 South - Range 96 West, 6<sup>th</sup> P.M.

Section 10: NE/4; N/2SE/4; NE/4SW/4; Lot 3;  
Section 9: Lots 8, 9, 10, 12, 13; N/2 of Lots 14, 15;

EXCEPTING THEREFROM that portion of County Road 215 that crosses the subject property including the Roadway Survey Parcels and Slide Parcels contained within the subject property conveyed to The Board of County Commissioners of Garfield County, Colorado in Special Warranty Deed recorded December 30, 1986 in Book 702 at Page 424 and as corrected in instrument recorded June 15, 1987 in Book 714 at Page 1.

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SCHEDULE 1-A38

Unocal Parcel No. 7646

(Book: 284 at Page: 504  
Recording Date: June 3, 1955  
Grantor: Joseph D. Ahearn  
Grantee: Union Oil Company of California)

The following real property situate in the County of Garfield and State of Colorado, to-wit:

Those certain mining claims or premises known as a portion of the Little Jim, Little Jim No. 1, Little Jim No. 2, Little Jim No. 3, Little Jim No. 5, Little Jim No. 6, Little Jim No. 7, Little Jim No. 8, Little Jim No. 9, Little Jim No. 10, Little Jim No. 11 and Little Jim No. 12 placer mining claims, situate in Garfield County, Colorado, described as follows:

Sixth Principal Meridian, Colorado,

T. 6 S., R. 96 W.

That portion of Little Jim claim, embracing: Sec. 4, Lots 3, 6;  
Little Jim No. 1 claim, embracing: Sec. 3, Lots 5, 6, 11, 12; Sec. 4, Lot 7;  
Little Jim No. 2 claim, embracing: Sec. 3, Lots 7, 8, 9, 10;  
Little Jim No. 3 claim, embracing: Sec. 3, Lots 1, 2, 3, 4;  
Little Jim No. 5 claim, embracing: Sec. 2, Lots 3, 4;  
Little Jim No. 6 claim, embracing: Sec. 1, Lot 6, Sec. 2, Lots 1, 2;  
Little Jim No. 7 claim, embracing: Sec. 1, Lots 3, 4, 5

T. 5 S., R. 95 W.,

Little Jim No. 8 claim, embracing: Sec. 32, SW $\frac{1}{4}$   
Little Jim No. 9 claim, embracing: Sec. 32, SE $\frac{1}{4}$   
Little Jim No. 10 claim, embracing: Sec. 33, SW $\frac{1}{4}$   
Little Jim No. 11 claim, embracing: Sec. 33, SE $\frac{1}{4}$   
Little Jim No. 12 claim, embracing: Sec. 34, SW $\frac{1}{4}$

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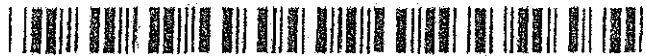
SCHEDULE 1-A39

Unocal Parcel No. 7647

(Book: 698 at Page: 589  
Recording Date: November 10, 1986  
Grantor: United States of America  
Grantee: Union Oil Company of California)

All of the following described mining claim or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Madge No. 1 Placer Mining Claim,  
Madge No. 2 Placer Mining Claim,  
Madge No. 3 Placer Mining Claim,  
Madge No. 4 Placer Mining Claim,  
Florence No. 1 Placer Mining Claim,  
Florence No. 2 Placer Mining Claim,  
Florence No. 3 Placer Mining Claim,  
Florence No. 4 Placer Mining Claim,  
Florence No. 5 Placer Mining Claim,  
Florence No. 6 Placer Mining Claim,  
Florence No. 7 Placer Mining Claim,  
Florence No. 8 Placer Mining Claim,  
Fay No. 1 Placer Mining Claim,  
Fay No. 2 Placer Mining Claim,  
Fay No. 3 Placer Mining Claim,  
Fay No. 4 Placer Mining Claim,  
Fay No. 5 Placer Mining Claim,  
Fay No. 6 Placer Mining Claim,  
Fay No. 7 Placer Mining Claim,  
Fay No. 8 Placer Mining Claim,  
Hazel No. 1 Placer Mining Claim,  
Hazel No. 2 Placer Mining Claim,  
Hazel No. 3 Placer Mining Claim,  
Hazel No. 4 Placer Mining Claim,  
Hazel No. 5 Placer Mining Claim,  
Hazel No. 6 Placer Mining Claim,  
Hazel No. 7 Placer Mining Claim,  
Hazel No. 8 Placer Mining Claim,  
Edna No. 5 Placer Mining Claim,  
Edna No. 6 Placer Mining Claim,



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Edna No. 7 Placer Mining Claim,  
Edna No. 8 Placer Mining Claim,  
Gold Bug No. 1 Placer Mining Claim,  
Gold Bug No. 2 Placer Mining Claim,  
Gold Bug No. 3 Placer Mining Claim,  
Mary Ann No. 1 Placer Mining Claim,  
Mary Ann No. 2 Placer Mining Claim,  
Mary Ann No. 3 Placer Mining Claim,  
Mary Ann No. 4 Placer Mining Claim,  
Mary Ann No. 5 Placer Mining Claim,  
Mary Ann No. 6 Placer Mining Claim,  
Mary Ann No. 7 Placer Mining Claim,  
Mary Ann No. 8 Placer Mining Claim,  
Mary Ann No. 9 Placer Mining Claim,  
Mary Ann No. 10 Placer Mining Claim,  
Mary Ann No. 11 Placer Mining Claim,  
Mary Ann No. 12 Placer Mining Claim,  
Mary Ann No. 13 Placer Mining Claim,  
Mary Ann No. 14 Placer Mining Claim,  
Mary Ann No. 15 Placer Mining Claim,  
Mary Ann No. 16 Placer Mining Claim,  
Mary Ann No. 17 Placer Mining Claim,  
Mary Ann No. 18 Placer Mining Claim,  
Mary Ann No. 19 Placer Mining Claim,  
Mary Ann No. 20 Placer Mining Claim,  
Mary Ann No. 21 Placer Mining Claim,  
Mary Ann No. 22 Placer Mining Claim,  
Mary Ann No. 23 Placer Mining Claim,  
Mary Ann No. 24 Placer Mining Claim,  
Mary Ann No. 25 Placer Mining Claim,  
Mary Ann No. 26 Placer Mining Claim,  
Mary Ann No. 27 Placer Mining Claim,  
Mary Ann No. 28 Placer Mining Claim,  
Mary Ann No. 29 Placer Mining Claim,  
Mary Ann No. 30 Placer Mining Claim,  
Mary Ann No. 31 Placer Mining Claim,  
Mary Ann No. 32 Placer Mining Claim,  
A portion of the Mary Ann No. 33 Placer Mining Claim,  
A portion of the Mary Ann No. 34 Placer Mining Claim,  
A portion of the Mary Ann No. 35 Placer Mining Claim,  
A portion of the Mary Ann No. 36 Placer Mining Claim,  
A portion of the Mary Ann No. 37 Placer Mining Claim,  
A portion of the Mary Ann No. 38 Placer Mining Claim,

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A portion of the Mary Ann No. 39 Placer Mining Claim,  
A portion of the Mary Ann No. 40 Placer Mining Claim,

situated in Garfield County, Colorado, described as follows:

Sixth Principal Meridian, Colorado.

T. 4 S., R. 95 W.

Sec. 19, lots 1 through 4, inclusive, E $\frac{1}{4}$ , and E $\frac{1}{4}$ W $\frac{1}{2}$ ;

Sec. 20, lots 1 through 4, inclusive, W $\frac{1}{2}$ , and SE $\frac{1}{4}$ ;

Sec. 28, lots 1 through 3, inclusive, SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Sec. 29, all;

Sec. 30, lots 1 through 4, inclusive, E $\frac{1}{2}$ , and E $\frac{1}{2}$ W $\frac{1}{2}$ ;

Sec. 31, lots 3 through 6, inclusive, E $\frac{1}{2}$ , and E $\frac{1}{2}$ W $\frac{1}{2}$ ;

Sec. 32, all;

Sec. 33, all;

T. 4 S., R. 96 W.,

Sec. 22, lots 1 through 6, inclusive, NW $\frac{1}{4}$ , and S $\frac{1}{2}$ S $\frac{1}{2}$ ;

Sec. 23, lots 1, 2, and lots 4 through 8, inclusive, NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , and SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Sec. 24, lots 1 through 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$ , and S $\frac{1}{2}$ ;

Sec. 25, all;

Sec. 26, all;

Sec. 27, all;

Sec. 28, E $\frac{1}{2}$

Sec. 33, SE $\frac{1}{4}$ ; E $\frac{1}{2}$ NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ NE $\frac{1}{4}$

Sec. 34, lots 1 through 4, inclusive, N $\frac{1}{2}$ , and N $\frac{1}{2}$ S $\frac{1}{2}$ ;

Sec. 35, lots 1 through 4, inclusive, N $\frac{1}{2}$ , and N $\frac{1}{2}$ S $\frac{1}{2}$ ;

Sec. 36, lots 1 through 6, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$ , and N $\frac{1}{2}$ SW $\frac{1}{4}$ .



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SCHEDULE 1-A40

Unocal Parcel No. 7659

(Book: 293 at Page: 117  
Recording Date: May 18, 1956  
Grantor: Henrietta Ellett Frazier  
Grantee: Union Oil Company of California)

All of the following described tracts of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Lots One (1), Two (2), Three (3) and Four (4), the South Half of the North Half ( $S\frac{1}{2}N\frac{1}{2}$ ) and the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Two (2); the East Half of the Northeast Quarter ( $E\frac{1}{2}NE\frac{1}{4}$ ) of Section Eleven (11), Township Five (5) South, Range Ninety-six (96) West, Sixth ( $6^{th}$ ) P.M.

EXCEPT any portion conveyed to Exxon Corporation in deed recorded December 22, 1983 in Book 640 at Page 869.



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SCHEDULE 1-A41

Unocal Parcel No. 7661

(Book: 290 at Page: 72

Recording Date: November 18, 1955

Grantor: Charles Ellet

Grantee: Union Oil Company of California)

All of the following described tracts of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Two (2) EXCEPT any portion conveyed to Exxon Corporation in deed recorded December 22, 1983 in Book 640 at Page 869, Lots One (1) and Two (2), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Three (3), Township Five (5) South, Range Ninety-six (96) West, Sixth (6<sup>th</sup>) P.M.



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SCHEDULE 1-A42

Unocal Parcel No. 7678

(Book: 301 at Page: 328  
Recording Date: June 24, 1957  
Grantor: United States of America  
Grantee: Union Oil Company of California)

All of the following described mining claims or premises situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Sixth Principal Meridian, Colorado.  
T. 6 S., R. 96 W.  
Sec. 21, Lot 5;  
Sec. 27, Lots 5 and 12;  
Sec. 28, Lots 3, 5, 6 and 7.

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SCHEDULE 1-A43

Unocal Parcel No. 7689

(Book: 355 at Page: 266  
Recording Date: January 15, 1964  
Grantor: The Dow Chemical Company  
Grantee: Union Oil Company of California)

All of the following described land situated, lying and being in the County of Garfield, State of Colorado, to-wit:

Township Five (5) South, Range Ninety-five (95) West, Sixth P.M.  
Section Seventeen (17): South Half of the South Half ( $S\frac{1}{2}S\frac{1}{2}$ ),  
Section Twenty (20): North Half of the North Half ( $N\frac{1}{2}N\frac{1}{2}$ ).

SCHEDULE 1-A44

Unocal Parcel No. 7693A, 7693B, 7693C and 7693E

(Book: 377 at Page: 106  
Recording Date: June 22, 1966  
Grantor: Eaton Shale Company  
Grantee: Union Oil Company of California)

The following described lots or parcels of land situated, lying and being in the County of Garfield, State of Colorado to wit:

D. & R. G. No. 1 Placer Mining Claim embracing Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) of Section Sixteen (16);

D. & R. G. No. 2 Placer Mining Claim embracing Lots Nine (9) and Ten (10) of Section Sixteen (16);

D. & R. G. No. 3 Placer Mining Claim embracing the Northwest Quarter (NW-1/4) of Section Fifteen (15);

All in Township Six (6) South, Range Ninety Six (96) West of the Sixth (6th) Principal Meridian.

The West Half of the Northwest Quarter (W-1/2 NW-1/4) and the Southeast Quarter of the Northwest Quarter (SE-1/4 NW-1/4) and the Northeast Quarter of the Southwest Quarter (NE-1/4 SW-1/4) and Northwest Quarter of the Southwest Quarter (NW-1/4 SW-1/4) of Section Twenty Three (23).

Burbank Claim, comprising the North Half of the Northeast Quarter (N-1/2 NE-1/4) and North Half of the Northwest Quarter (N-1/2 NW-1/4) Section Twenty Two (22);

Burbank No. 2 Claim, comprising the South Half of the Northeast Quarter (S-1/2 NE 1/4) and South Half of the Northwest Quarter (S-1/2 NW-1/4) Section Twenty Two (22);

Burbank No. 3 Claim, comprising the North Half of the Southeast Quarter (N-1/2 SE-1/4) and North Half of the Southwest Quarter (N-1/2 SW-1/4) Section Twenty-Two (22);

Burbank No. 4 Claim, comprising the Southwest Quarter of the Southwest Quarter (SW-1/4 SW-1/4) Section Twenty Three (23) and the South Half of the Southeast Quarter (S-1/2 SE-1/4) and Southeast Quarter of the Southwest Quarter (SE-1/4 SW-1/4) Section Twenty Two (22);

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South one-half of Federal No. 22 Claim comprising the East Half of the Northeast Quarter (E-1/2 NE-1/4) Section Twenty One (21);

Federal No. 23 Claim, comprising the East Half of the Southeast Quarter (E-1/2 SE-1/4) Section Twenty One (21), and the Southwest Quarter of the Southwest Quarter (SW-1/4 SW-1/4) Section Twenty Two (22);

Federal No. 24 Claim, comprising the West Half of the Northeast Quarter (W-1/2 NE-1/4) and West Half of the Southeast Quarter (W-1/2 SE-1/4) Section Twenty One (21);

Federal No. 25 Claim, comprising the Northwest Quarter (NW-1/4) of Section Twenty One (21);

Federal No. 28 Claim, comprising the Southwest Quarter (SW-1/4) of Section Twenty One (21);

North one-half of Federal No. 30 Claim, comprising the North Half of the Northwest Quarter (N-1/2 NW-1/4) Section Twenty Eight (28);

North one-half of Federal No. 31 Claim, comprising the North Half of the Northeast Quarter (N-1/2 NE-1/4) Section Twenty Eight (28);

North one-half of Federal No. 32 Claim, comprising the North Half of the Northwest Quarter (N-1/2 NW-1/4) Section Twenty Seven (27);

All being in Township Five (5) South, Range Ninety Six (96) West, of the Sixth (6th) Principal Meridian.

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SCHEDULE 1-A45

Unocal Parcel No. 7694A

(Book: 414 at Page: 87  
Recording Date: October 15, 1970  
Grantor: The Dow Chemical Company  
Grantee: Union Oil Company of California)

All of the following described lands situate, lying and being in the County of Garfield, State of Colorado, to-wit:

T. 5 S., R. 95 W., 6<sup>th</sup> P.M.

- Section 16: All that part lying south of the southernmost Mahogany marker.
- Section 17: All that part of the N $\frac{1}{2}$ S $\frac{1}{2}$  lying south of the southernmost Mahogany marker.
- Section 21: N $\frac{1}{2}$ N $\frac{1}{2}$
- Section 22: All that part of the N $\frac{1}{2}$ N $\frac{1}{2}$  lying south of a line located 704 feet south of and parallel to the north boundary line of said Section 22.

SCHEDULE 1-A46

Unocal Parcel No. 7694C

The SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33 (also known as Lot 5), Township 6 South, Range 96 West of the 6th Principal Meridian, County of Garfield, State of Colorado.

AND

A parcel of land situate in the NW $\frac{1}{4}$  and in the SW $\frac{1}{4}$  of Section 34, Township 6 South, Range 96 West of the Sixth Principal, County of Garfield, State of Colorado, being more particularly described as follows:

Commencing at a found stone for the northwest corner of said Section 34 and considering the line between U.S.C.G.S. Stations Hurlburt and Sage to bear N 38°46'25" W with all bearings contained herein to be relative thereto; thence S 00°52'36" W along the west line of G.L.O. Lot 2 (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of said Section 34 a distance of 1332.07 feet to the northwest corner of G.L.O. Lot 3 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of said Section 34 and True Point of Beginning of the parcel described herein; thence S 88°37'31" E along the north line of said G.L.O. Lot 3 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) a distance of 483.92 feet to a point on the westerly right of way line for County Road No.215 realigned as found described in Book 561 at Page 765 of the records of the Garfield County Clerk and Recorder; thence along the westerly right of way line for said County Road No.215 realigned the following 2 courses:

- 1) S 33°04'06" E a distance of 1287.99 feet;
- 2) 205.90 feet along a curve concave to the northeast, having a radius of 1550.00 feet, a delta angle of 07°36'39" and a long chord bearing S 36°52'26" E a distance of 205.74 feet to a point on the east line of said G.L.O. Lot 3 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ).

thence S 01°27'22" W along said east line a distance of 106.42 feet to the northeast corner of G.L.O. Lot 10 (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of said Section 34; thence S 01°29'23" W along the east line of said G.L.O. Lot 10 (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) a distance of 115.01 feet; thence leaving said east line N 88°01'00" W a distance of 380.13 feet; thence S 01°58'00" W a distance of 634.10 feet; thence N 88°04'00" W a distance of 714.70 feet; thence S 01°56'00" W a distance of 559.70 feet; thence N 88°04'00" W a distance of 209.60 feet to a point on the west line of said G.L.O. Lot 10 (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ); thence N 00°52'13" E along said west line a distance of 1293.90 feet to the west quarter corner of said Section 34; thence N 00°52'36" E along the west line of said G.L.O. Lot 3 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) a distance of 1332.07 feet to the northwest corner of said G.L.O. Lot 3 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) and point of beginning, containing 48.25 acres more or less.

EXCEPTING THEREFROM that portion of County Road 215 that crosses the subject property including the Roadway Survey Parcels and Slide Parcels contained within the subject property conveyed to The Board of County Commissioners of Garfield County, Colorado in Special Warranty Deed recorded December 30, 1986 in Book 702 at Page 424 and as corrected in instrument recorded June 15, 1987 in Book 714 at Page 1.



655347 07/02/2004 02:58P B1602 P314 M ALSDORF  
59 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

SCHEDULE 1-A47

Unocal Parcel No. 7694D

(Book: 641 at Page: 759  
Recording Date: January 6, 1984  
Grantor: Exxon Corporation  
Grantee: Union Oil Company of California)

A tract of land lying and being situated within Sections 15 and 22, Township 5 South, Range 95 West of the Sixth Principal Meridian and being more particularly described as follows:

Beginning at the Section corner common to Section 22, Section 15, Section 16 and Section 21;

Thence North  $00^{\circ}00'35''$  East, along the West line of the SW/4 of Section 15, a distance of 2639.12 feet, to a point, said point being the West  $\frac{1}{4}$  corner of Section 15;

Thence North  $00^{\circ}00'35''$  East, along the West line of the NW/4 of Section 15, a distance of 1230.56 feet, to a point;

Thence South  $89^{\circ}59'47''$  East, a distance 5273.45 feet, to a point on the East line of the NE/4 of Section 15;

Thence South  $00^{\circ}11'13''$  West, along the East line of the NE/4 of Section 15, a distance of 1230.56 feet to the East  $\frac{1}{4}$  corner of Section 15;

Thence South  $00^{\circ}09'46''$  West, 2638.81 feet along the East line of the SE/4 of Section 15, to the Southeast corner of said Section;

Thence South  $00^{\circ}04'32''$  East, along the East line of the NE/4 of Section 22, a distance of 704.00 feet, to a point;

Thence North  $90^{\circ}00'00''$  West, a distance of 5263.82 feet, to a point on the West line of the NW/4 of Section 22;

Thence North  $00^{\circ}01'27''$  East, along the West line of the NW/4 of Section 22, a distance of 704.00 feet, to the point of beginning.

655347 07/02/2004 02:58P B1602 P315 M ALSDORF  
60 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

EXHIBIT B

List of Permitted Title Exceptions

*(Note: The following list does not include exceptions relating to  
Parcels 11 and 12, Reservoir and Intake Parcels, respectively)*

1. Rights or claims of parties in possession not shown by the Public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
4. Taxes and assessments for the year 2004 and subsequent years, a lien not yet due or payable.
5. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
6. Easements and rights of way for all existing roads, ditches, reservoirs, springs, canals and utility lines.
7. All matters which would be disclosed by an ALTA/ACSM Land Title Survey of the Real Estate prepared as of the date hereof, whether or not Buyer has obtained such a survey.
8. All licenses and easements that Seller is required to grant or convey pursuant to the terms of the oil and gas leases and letter agreement between Seller and Barrett Resources Corporation disclosed to Grantee (collectively, the "Barrett Oil and Gas Leases") or which may be needed for access by Barrett Resources Corporation to any other wells operated by Barrett Resources Corporation.
9. The inclusion of the Real Estate within any special taxing district.
10. Any question, dispute or claims as to any loss or gain as a result of any change in the creek bed location or alteration through accretion, reliction, erosion or avulsions of the center thread, bank, channel or flow of waters in Parachute Creek lying within the subject land; and any questions as to the location of such center thread, bed, bank or channel as a legal description monument or marker for purposes of describing or locating the subject land.
11. Any question, dispute or adverse claims as to any loss or gain as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsions of the center thread, bank, channel or flow of waters in The East

Fork lying within the subject land; and any questions as to the location of such center thread, bed, bank or channel as a legal description monument or marker for purposes of describing or locating subject lands.

12. The affect, if any, of unrecorded agreement between Dow Chemical Company and former stockholders of the Columbia Oil Shale and Refining Company pertaining to royalties on oil shale processing.

13. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 13, 1914 in Book 92 at Page 338. [7]

14. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 11, 1922 in Book 112 at Page 375. [10]

15. Reservation to the United States of all the oil and gas and all shale or other rock valuable as a source of petroleum and nitrogen together with the right to prospect for, mine and remove such deposits from the subject property upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 as set forth in U.S. Patent recorded July 11, 1922 in Book 112 at Page 375. (38 Stat. 509) [10]

16. Reservation in Patent No. 911701 recorded July 30, 1923 in Book 112 at Page 393 by the United States all the coal and other minerals together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916. (39 Stat. 862) [12]

17. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 30, 1923 in Book 112 at Page 393. [12]

18. Reservation of all oil and gas and all shale or other rock valuable as a source of petroleum or nitrogen as more particularly described in United States Patent recorded April 11, 1924 in Book 112 at Page 409 and any interests therein or assignments thereof. [13]

19. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded April 11, 1924 in Book 112 at Page 409. [13]

20. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 29, 1924 in Book 112 at Page 423 and the following reservation: All oil and gas and all shale or other rock valuable as a source of petroleum and nitrogen together with the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the act of July 17, 1914. (38 Stat 509) [14]

21. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 25, 1925 in Book 112 at Page 429 and the following reservation set forth therein: all the coal and other minerals in the lands so entered and patented together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916. (31 Stat. 862) [15]

22. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded December 2, 1925 in Book 112 at Page 433 and reservation of all oil, gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented and the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provision and limitations in the Act of July 17, 1914. (38 Stat. 509) [16]

23. Reservation contained in Patent No. 892985 recorded August 16, 1926 in Book 112 at Page 442 of all oil, gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented and the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914. (38 Stat. 509) [17]

24. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded August 16, 1926 in Book 112 at Page 442. [17]

25. Reservation of all gas and oil together with the right to prospect for, mine and remove the same as described in United States Patent recorded March 19, 1918 in Book 112 at Page 490. [18]

26. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded March 19, 1918 in Book 112 at Page 490. [18]

27. Reservation of all oil, gas and all shale or other rocks valuable as a source of petroleum and nitrogen together with the right to prospect for, mine and remove the same as described in United States Patent recorded April 25, 1922 in Book 112 at Page 544 and any and all interests therein or assignment thereof. [19]

28. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded April 25, 1922 in Book 112 at Page 544. [19]

29. Reservation of all oil, gas, shale or other rock valuable as a source of petroleum and nitrogen together with the right to prospect for, mine and remove the same as described in United States Patent recorded September 26, 1922 in Book 112 at Page 550. [20]

30. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 26, 1922 in Book 112 at Page 550. [20]

31. Reservation of all oil and gas and all shale or other rock valuable as a source of petroleum or nitrogen as more particularly described in United States Patent recorded May 4, 1923 in Book 112 at Page 565 and any interests therein or assignments thereof. [21]

32. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded May 4, 1923 in Book 112 at Page 565. [21]

33. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded December 2, 1925 in Book 112 at Page 590 and reservation of all oil, gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented and the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitation of the Act of July 17, 1914. (38 Stat. 509). [22]

34. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 5, 1926 in Book 112 at Page 593 and reservation of all oil, gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented and the right to prospect for, mine and remove such deposits from the same a upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914. (38 Stat. 509). [23]

35. Right of way 15 feet wide over the subject property for the purpose of access to oil shale lands and placer mining claims, the exact location of which is not defined, as set forth in deed recorded January 6, 1919 in Book 119 at Page 56 to the extent said right of way affects the subject property. [24]

36. The affect, if any, of Agreement by and between Peter Lindauer and R.L. Eaton recorded October 31, 1921 in Book 134 at Page 34. [25]

37. Conditions and stipulations contained in United States Patent recorded April 14, 1922 in Book 134 at Page 323 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place, bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on August 20, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist

within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [27]

38. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded April 14, 1922 in Book 134 at Page 323. [27]

39. Reservations, conditions and stipulations contained in United States Patent No. 020398 recorded June 14, 1922 in Book 134 at Page 397 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper and other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on December 22, 1920.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [28]

40. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 14, 1922 in Book 134 at Page 397. [28]

41. Reservations, conditions and stipulations contained in Warranty Deed recorded August 14, 1922 in Book 134 at Page 474 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on January 10, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [29]

42. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded August 14, 1922 in Book 134 at Page 474. [29]

43. Reservations, conditions and stipulations contained in United States Patent No. 874481 recorded September 5, 1922 in Book 134 at Page 506 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on June 27, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named dated, the same is expressly excepted and excluded from theses presents. [30]

44. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 5, 1922 in Book 134 at Page 506. [30]

45. Reservations, conditions and stipulations contained in United States Patent No. 874480 recorded September 5, 1922 in Book 134 at Page 508 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper and other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on April 13, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named dated, the same is expressly excepted and excluded from theses presents. [31]

46. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 5, 1922 in Book 134 at Page 508. [31]

47. Conditions and stipulations contained in United States Patent recorded September 5, 1922 in Book 134 at Page 510 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on June 27, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist



within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [32]

48. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 5, 1922 in Book 134 at Page 510. [32]

49. Conditions and stipulations contained in United States Patent recorded September 5, 1922 in Book 134 at Page 513 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on August 16, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [33]

50. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 5, 1922 in Book 134 at Page 513. [33]

51. Reservations, conditions and stipulations contained in United States Patent No. 874898 recorded September 5, 1922 in Book 134 at Page 514 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper and other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on September 8, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named dated, the same is expressly excepted and excluded from theses presents. [34]

52. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 5, 1922 in Book 134 at Page 514. [34]

53. Reservations, conditions and stipulations contained in United States Patent No. 874897 recorded September 5, 1922 in Book 134 at Page 515 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on September 8, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [35]

54. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 5, 1922 in Book 134 at Page 515. [35]

55. Conditions and stipulations contained in the United States Patent recorded September 5, 1922 in Book 134 at Page 520 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin copper, or other valuable deposits which may have been discovered within said limits subsequent to and which are not known to exist on September 20, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [36]

56. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 5, 1922 in Book 134 at Page 520. [36]

57. Reservations, conditions and stipulations contained in United States Patent No. 874479 recorded September 5, 1922 in Book 134 at Page 522 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper and other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on March 4, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within

the above-described premises at said last-named dated, the same is expressly excepted and excluded from theses presents. [37]

58. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 5, 1922 in Book 134 at Page 522. [37]

59. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 12, 1922 in Book 134 at Page 561. [38-1]

60. Reservations, conditions and stipulations contained in United States Patent No. 882341 recorded October 12, 1922 in Book 134 at Page 561 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on December 16, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named dated, the same is expressly excepted and excluded from theses presents. [38-1]

61. Reservations, conditions and stipulations contained in United States Patent No. 882737 recorded October 16, 1922 in Book 134 at Page 561 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on October 22, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named dated, the same is expressly excepted and excluded from theses presents. [38-2]

62. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 16, 1922 in Book 134 at Page 561. [38-2]

63. Conditions and stipulations contained in United States Patent recorded March 16, 1922 in Book 138 at Page 69 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on July 12, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [39]

64. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded March 16, 1922 in Book 138 at Page 69. [39]

65. Reservations, conditions and stipulations contained in United States Patent No. 893339 recorded January 29, 1923 in Book 138 at Page 313 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on April 14, 1922.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [40]

66. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded January 29, 1923 in Book 138 at Page 313. [40]

67. Reservations, conditions and stipulations contained in United States Patent No. 895512 recorded April 2, 1923 in Book 138 at Page 383 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on April 14, 1922.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within

the above-described premises at said last-named dated, the same is expressly excepted and excluded from theses presents. [41]

68. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded April 2, 1923 in Book 138 at Page 383. [41]

69. Conditions and stipulations contained in United States Patent recorded November 5, 1923 in Book 138 at Page 558 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on February 3, 1923.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [42]

70. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 5, 1923 in Book 138 at Page 558. [42]

71. Reservations, conditions and stipulations contained in United States Patent No. 888736 recorded February 26, 1923 in Book 141 at Page 1 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper and other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on June 28, 1922.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named dated, the same is expressly excepted and excluded from theses presents. [43]

72. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded February 26, 1923 in Book 141 at Page 1. [43]

73. Conditions and stipulations contained in United States Patent recorded April 14, 1923 in Book 141 at Page 47 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver cinnabar, lead, tin, copper or other valuable deposits, which may have been discovered within said limits subsequent to and with which were not known to exist on October 22, 1921.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [44]

74. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded April 14, 1923 in Book 141 at Page 47. [44]

75. Reservations, conditions and stipulations contained in United States Patent No. 914765 recorded September 13, 1923 in Book 141 at Page 260 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on November 8, 1922.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [45]

76. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 13, 1923 in Book 141 at Page 260. [45]

77. Reservations, conditions and stipulations contained in United States Patent No. 921665 recorded November 6, 1923 in Book 141 at Page 315 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper and other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on January 29, 1923.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [46]

78. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 6, 1923 in Book 141 at Page 315. [46]

79. Terms and conditions of Agreement by and between Rea L. Eaton and Union Oil Company of California recorded March 29, 1924 in Book 143 at Page 7. [47]

80. Conditions and stipulations contained in United States Patent recorded May 14, 1924 in Book 143 at Page 90 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on March 2, 1923.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [48]

81. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded May 14, 1924 in Book 143 at Page 90. [48]

82. Reservations, conditions and stipulations contained in United States Patent No. 940799 recorded July 14, 1924 in Book 143 at Page 190 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper and other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on August 25, 1923.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [49]

83. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 14, 1924 in Book 143 at Page 190. [49]

84. Reservations, conditions and stipulations contained in United States Patent No. 1048328 recorded August 10, 1931 in Book 164 at Page 176 as follows:



- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on July 11, 1949.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [50]

85. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded August 10, 1931 in Book 164 at Page 176. [50]

86. Reservations, conditions and stipulations contained in United States Patent No. 1038527 recorded January 19, 1931 in Book 168 at Page 33 as follows:

- That the grant hereby made is restricted in its exterior limited to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on April 10, 1928.

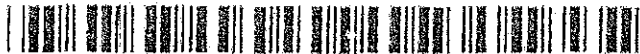
- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last names date, the same is expressly excepted and excluded from these presents. [51]

87. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded January 19, 1931 in Book 168 at Page 33. [51]

88. Conditions and stipulations contained in United States Patent recorded December 19, 1932 in Book 168 at Page 494 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on September 20, 1926.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist



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within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [52]

89. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded December 19, 1932 in Book 168 at Page 494. [52]

90. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded March 3, 1930 in Book 172 at Page 502 and the following reservation: All coal and other minerals together with the right to prospect for, mine and remove the same. [53]

91. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded March 3, 1930 in Book 172 at Page 502 and the following reservation: All oil and gas and all shale or other rock valuable as a source of petroleum and nitrogen together with the right to prospect for, mine and remove the same. [53]

92. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded March 3, 1930 in Book 172 at Page 503 and the following reservation: All oil and gas and all shale or other rock valuable as a source of petroleum and nitrogen together with the right to prospect for, mine and remove the same. [54]

93. Reservation of all coal and other minerals together with the right to prospect for, mine and remove the same as described in United States Patent recorded August 5, 1937 in Book 172 in Book 596. [55]

94. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded August 5, 1937 in Book 172 at Page 596. [55]

95. Reservation contained in Patent No. 850026 recorded April 21, 1944 in Book 213 at Page 75 of all oil, gas and all shale or other rock valuable as a source of petroleum and nitrogen in the lands so patented and the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914. (38 Stat. 509) [56]

96. Reservations, conditions and stipulations contained in United States Patent No. 1130593 recorded March 7, 1951 in Book 257 at Page 161 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on July 11, 1949.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [58]

97. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded March 7, 1951 in Book 257 at Page 161. [58]

98. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 10, 1953 in Book 269 at Page 361. [59]

99. Stipulations and conditions contained in United States Patent recorded June 10, 1953 in Book 269 at Page 361 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on July 20, 1950.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [59]

100. Reservations, conditions and stipulations contained in United States Patent No. 1139294 recorded June 27, 1953 in Book 269 at Page 527 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on January 16, 1950.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents. [60]

101. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 27, 1953 in Book 269 at Page 527. [60]

102. Reservations, conditions and stipulations contained in United States Patent No. 1139295 recorded June 27, 1953 in Book 269 at Page 529 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on January 16, 1950.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [61]

103. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 27, 1953 in Book 269 at Page 529. [61]

104. Reservations, conditions and stipulations contained in United States Patent No. 1442448 recorded February 1, 1954 in Book 275 at Page 1 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on November 14, 1951.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [62]

- That as to the Lot 3 of said Section 27 this patent is issued subject to the provisions of the Act of December 29, 1916 (31 Stat. 862), with reference to the disposition, occupancy and use of the land as permitted to an entryman under said act.

105. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded February 1, 1954 in Book 275 at Page 1. [62]

106. Reservations, conditions and stipulations contained in United States Patent No. 1151207 recorded May 5, 1955 in Book 284 at Page 140 as follows:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on August 4, 1952.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last named date, the same is expressly excepted and excluded from these presents. [64]

107. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded May 5, 1955 in Book 284 at Page 140. [64]

108. Reservation of a 12.5 percent royalty of the net proceeds of all the oil, gas and other hydrocarbons as reserved by Charles Ellet and more particularly described in deed recorded November 18, 1955 in Book 290 at Page 72 and any and all interests therein or assignments thereof. [67]

109. Conveyance if a 2.5% oil and gas royalty as more particularly described in deed recorded May 3, 1956 in Book 292 at Page 465 and any interests therein or assignments thereof. [68]

110. Two and one-half percent of the market value of all oil and gas that may be produced through conventional oil well drilling methods as conveyed in Royalty Deed recorded May 3, 1956 in Book 292 at Page 468 and any interests therein or assignments thereof. [69]

111. Reservation of a 12.5 percent royalty of the net proceeds of all the oil, gas and other hydrocarbons as reserved by Henrietta Ellet Frazier and more particularly described in deed recorded May 18, 1956 in Book 293 at Page 117 and any and all interests therein or assignments thereof. [70]

112. Reservation by the United States of all the oil and gas in the subject lands and any interests therein or assignments thereof and the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (Stat. 509) and all other conditions set forth in Patent No. 1176271 recorded June 24, 1957 in Book 301 at Page 328. [72]

113. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 24, 1957 in Book 301 at Page 328. [72]

114. Terms, conditions, easement and right of way contained in grant to The Mountain States Telephone and Telegraph Company described in instrument recorded October 29, 1964 in Book 361 at Page 481. [75]

115. Terms, conditions and right of entry contained in License for Electric Transmission Line granted to Public Service Company of Colorado described in instrument recorded December 4, 1964 in Book 362 at Page 317 and as amended in instrument recorded April 20, 1970 in Book 409 at Page 408. [76, 81]

116. Hunting and fishing easement and right of way for a road as conveyed to the State of Colorado for the use and benefit of the Game, Fish and Parks Commission in instrument recorded November 23, 1965 in Book 371 at Page 314 and as conveyed to the United States of America in instrument recorded April 28, 1989 in Book 753 at Page 340. [77, 106]

117. Reservation of one-half of all oil, gas, minerals and hydrocarbons as reserved by Rufo Eisaguirre and described in deed recorded November 8, 1968 in Book 397 at Page 550 and any interests therein or assignments thereof. [79]

118. Reservation of an undivided one-half interest in all oil, gas and other minerals as described in deed recorded January 13, 1970 in Book 407 at Page 129 and any interests therein or assignments thereof. [80]

119. Terms, conditions and all matters contained in instrument recorded October 15, 1970 in Book 414 at Page 62, including, but not limited to, all provisions set forth in Book 414 at Pages 68 through 72. [82]

120. Exclusive right to deposit spent shale upon the surface of the land as described in deed recorded October 15, 1970 in Book 414 at Page 87. [83]

121. Obligations to make royalty payments as described in deed recorded October 15, 1970 in Book 414 at Page 87. [83]

122. Terms and conditions of Private Roadway License and Exchange of Shale Lands referred to in deed recorded October 15, 1970 in Book 414 at Page 87. [83]

123. Right of way granted to Northwest Pipeline Corporation in instrument recorded October 25, 1982 in Book 610 at Page 847. [84]

124. Terms, conditions, restrictions, covenants, easement and right of way described in Pipeline Easement recorded December 14, 1982 in Book 614 at Page 683. [85]

125. Terms, conditions, restrictions, covenants, right of way and easement set forth in right of way and easement recorded May 2, 1983 in Book 626 at Page 291. [88]

126. Map of the Dow Pumping Plant and Pipeline recorded August 5, 1955 as Reception Nos. 191064 and 191065. [89]

127. Terms, conditions, restrictions, covenants, right of way and easement set forth in right of way and easement recorded May 2, 1983 in Book 626 at Page 304. [90]

128. Terms, conditions, restrictions, covenants and right of way described in instrument recorded December 7, 1983 in Book 640 at Page 1. [91]

129. Garfield County Resolution No. 85-01 concerned with approval of an application for special and conditional land use permits recorded January 7, 1985 in Book 662 at Page 466. [95]

130. Conditions and stipulations contained in the United States Patent recorded November 10, 1986 in Book 698 at Page 583 including, but not limited to, the following:

- That the grant hereby made is restricted in its exterior limited to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on January 6, 1954.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits be claimed or known to exist within the above described premises on January 6, 1954, the same is expressly excepted and excluded from this patent. (30 U.S.C. 37) [96]

131. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 10, 1986 in Book 698 at Page 583. [96]

132. Conditions and stipulations contained in United States Patent recorded November 10, 1986 in Book 698 at Page 589 including, but not limited to, the following:

- That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin copper, or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on August 11, 1954.

- That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits be claimed or known to exist within the above described premises on August 11, 1954, the same is expressly excepted and excluded from this patent. (30 U.S.C. 37) [97]

133. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 10, 1986 in Book 698 at Page 589. [97]

134. Terms and conditions of Special Oil Shale Stipulation as contained in United States Patent recorded November 10, 1986 in Book 698 at Page 589. [97]



135. Garfield County Resolution No. 87-20 concerned with approval of an application for construction and operation of a water impoundment and associated facilities recorded February 18, 1987 in Book 705 at Page 691. [100]

136. Terms and conditions of Agreement to settle pending litigation between the United States and the owners of certain oil shale mining claims in Colorado recorded April 1, 1987 in Book 708 at Page 568. [101]

137. All oil, gas and coal located in, on or under and that may be produced from the land together with the right of ingress and egress necessary for the exploration, development, processing and operation of the land for oil, gas and coal therefrom as more particularly described in deed recorded April 1, 1987 in Book 708 at Page 715 and any interests therein or assignments thereof. [102]

138. All oil, gas and coal located in, on or under and that may be produced from the land together with the right of ingress and egress necessary for the exploration, development, processing and operation of the land for oil, gas and coal therefrom as more particularly described in deed recorded July 18, 1988 in Book 737 at Page 751 and any interests therein or assignments thereof. [105]

139. Garfield County Resolution No. 91-027 concerned with approval of an application for construction and operation of a water impoundment and associated facilities recorded April 2, 1991 in Book 801 at Page 520. [111]

140. Terms, conditions, restrictions, covenants and right of way and easement set forth in Right of Way and Easement recorded April 8, 1992 in Book 828 at Page 98. [112]

141. Terms, conditions, provisions and right of ingress and egress and all other matters set forth in Service Corridor Agreement recorded June 12, 1992 in Book 833 at Page 953, as amended by Settlement Agreement recorded May 12, 1999 in Book 1129 at Page 28. [113, N/ED]

142. Terms, conditions, provisions, easement and all matters set forth in Right of Way and Easement Agreement (Davis Point) by and between Union Oil Company of California, a California corporation and Colorado Interstate Gas Company recorded August 1, 1996 in Book 987 at Page 500 and as amended in instrument recorded October 20, 1997 in Book 1039 at Page 184. [114, 121]

143. Terms, conditions and all matters contained in Colorado Oil and Gas Conservation Commissions Order Nos. 440-16, 479-5 and 139-28, in Cause Nos. 440, 479 and 139 evidenced by instrument recorded June 6, 1997 in Book 1021 at Page 373. [117]

144. Terms, conditions, restrictions, covenants and all matters set forth in Communitization Agreement recorded June 6, 1997 in Book 1021 at Page 373. [117]

145. Terms, conditions, restrictions, covenants and access easements set forth in Access License Agreement recorded January 19, 1999 in Book 1109 at Page 653 for the purpose of ingress and egress to and from water truck in-take points. [126]

146. Terms, conditions, restrictions, covenants, easements and all matters set forth in Utility Easements Agreement by and between Union Oil Company of California and American Soda, L.L.P. recorded May 12, 1999 in Book 1129 at Page 117 and as amended in instrument recorded May 7, 2003 in Book 1467 at Page 187. [127, 153]

147. Terms and conditions of Oil and Gas Lease by and between Union Oil Company of California, as Lessor and Tom Brown, Inc., as Lessee, recorded October 7, 1999 in Book 1154 at Page 492 and any and all interests therein or assignments thereof. [129]

148. Easements and rights of way as disclosed on plat recorded April 21, 2000 as Reception No. 562402. [130]

149. Terms, conditions, restrictions, covenants, rights of way and easements and all matters set forth in Parachute Valley Easement Agreement recorded June 14, 2000 in Book 1192 at Page 354. [134]

150. Terms conditions, restrictions, covenants, right of way and easement set forth in Access License Agreement recorded February 8, 2001 in Book 1230 at Page 930 and as amended in instrument recorded May 29, 2001 in Book 1256 at Page 271. [136, 140]

151. Terms, conditions, restrictions, covenants, right of way and easement set forth in Access License Agreement recorded February 8, 2001 in Book 1230 at Page 968. [137]

152. Terms, conditions, restrictions, covenants, right of way, easements and all matters set forth in instrument recorded March 20, 2001 in Book 1238 at Page 809. [138]

153. Terms, conditions, restrictions, covenants, right of way and easement set forth in Access License Agreement recorded May 29, 2001 in Book 1256 at Page 272 for the purpose of ingress and egress to and from well #24-9D and to construct and operate said well. [141]

154. Terms, conditions, restrictions, covenants, right of way and easement set forth in Access License Agreement recorded May 29, 2001 in Book 1256 at Page 288 for the purpose of ingress and egress to and from well #14-9D and to construct and operate said well. [142]

155. Reservation of 100 percent of all oil, gas and coal together with the right to explore for, drill for, mine, extract, remove and dispose of all oil, gas and coal as more particularly described in United States Patent recorded June 8, 2001 in Book 1259 at Page 387 and any interests therein or assignments thereof. [143]

156. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 8, 2001 in Book 1259 at Page 387. [143]

157. Terms, conditions, restrictions, covenants, right of way and easement set forth in instrument recorded April 29, 2002 in Book 1350 at Page 440. [144]

158. Terms, conditions, restrictions, covenants, right of way and easement set forth in Access License Agreement recorded March 21, 2003 in Book 1449 at Page 1 as amended in instrument recorded June 9, 2003 in Book 1478 at Page 843. [152, 154]

159. Right of way and easement as granted to Barrett Resource Corporation recorded April 4, 2003 in Book 1455 at Page 191. [155]

160. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded November 19, 1941 in Book 71 at Page 636. [157]

161. Reservation of an undivided 40% interest in and to all oil, gas and other minerals in and under and that may be produced from the subject property in deed recorded February 6, 1954 in Book 275 at Page 123 and all terms, conditions and matters set forth therein and any interests therein or assignments thereof. [158]

162. Reservation of an undivided one-half interest in all oil, gas and other minerals in and under the subject property in deed recorded September 26, 1956 in Book 295 at Page 334 and any interest therein or assignments thereof. [159]

163. Reservation of an undivided one-half interest in and to all oil, petroleum and mineral products in the subject property by LaMont Robertson and Florence M. Robertson in deed to Theodore R. McQuiston and Nita C. McQuiston recorded January 21, 1952 in Book 262 at Page 571 together with the right to remove the same therefrom upon payment of a reasonable sum for rights of way and any damage that may be done to the surface rights and any interests therein or assignments thereof. [160]

164. Reservation of an undivided one-fourth interest in and to all oil, petroleum and mineral products in the subject property by Theodore R. McQuiston and Nita C. McQuiston in deed to William P. Morris and Helena K. Morris recorded April 4, 1955 in Book 283 at Page 113 together with the right to remove the same therefrom upon payment of a reasonable sum for rights of way and any damage that may be done to the surface rights and any interests therein or assignments thereof. [161]

165. Right of way described in right of way grant by L.L. Tuck to Union Oil Company of California recorded May 24, 1958 in Book 309 at Page 27. [162]

166. Terms, conditions and all other matters set forth in Memorandum of Agreement between Atlantic Richfield Company, a California Corporation, Chevron Shale Oil Company, a California Corporation, Eaton Shale Company, a Colorado Corporation, Exxon Corporation, a New Jersey Corporation, Mobil Oil Corporation, a New York Corporation, The Oil Shale Corporation, a Delaware Corporation, Exxon Company, U.S.A. and Union Oil Company of California, a California Corporation recorded August 22, 1983 in Book 633 at Pages 461 through 484, inclusive, and the Assignment and Assumption Agreement attached thereto in Book 633 at Pages 485 through 488, inclusive, and the Grant of Easement and Agreement Creating Restrictive Covenant attached thereto as Exhibit 1 in Book 633 at Pages 489 through 518, inclusive, the Grant of Easement and Agreement Creating Restrictive Covenant attached thereto as Exhibit 2 in Book 633 at Pages 519 through 546, inclusive, the Grant of Easement and Agreement Creating Restrictive Covenant attached thereto as Exhibit 3 in Book 633 at Pages 547 through 582, inclusive, the Grant of Easement and Agreement Creating Restrictive Covenant attached thereto as Exhibit 4 in Book 633 at Pages 583 through 612, inclusive, the Grant of Easement and Agreement Creating Restrictive Covenant attached thereto as Exhibit 5 in Book 633 at Pages 613 through 645, inclusive, as amended by instruments recorded February 10, 1989 in Book 748 at Page 863, October 10, 1996 in Book 995 at Pages 740, 749, 757, 765 and 773, June 20, 1997 in Book 1022 at Page 990, July 21, 1997 in Book 1026 at Page 777, January 5, 1998 in Book 1049 at Pages 112, 118, 124, 130 and 136, June 14, 2000 in Book 1192 at Page 326 and April 29, 2002 in Book 1350 at Pages 410, 416, 422, 428 and 434, as amended in instrument recorded September 4, 2003 in Book 1514 at Pages 895, 900, 905, 910, 915, 920, 925, 930, 935 and 940. [163]

167. Terms and conditions of Oil and Gas Lease by and between Union Oil Company of California, as Lessor and Barrett Resources Corporation, as Lessee, recorded December 21, 1989 in Book 769 at Page 484 and any and all interests therein or assignments thereof. [164]

168. Terms, conditions and all matters set forth in Declaration of Pooling and Pooling Agreement recorded July 27, 1990 in Book 784 at Page 618 and any interests therein or assignments thereof. [165]

169. Terms, conditions and all matters set forth in Declaration of Pooling recorded August 6, 1990 in Book 785 at Page 393 and any interests therein or assignments thereof. [166]

170. Terms and conditions of Oil and Gas Lease by and between Union Oil Company of California, Inc., and Barrett Resources Corporation, as Lessee, recorded July 26, 1993 in Book 869 at Page 992 and any and all interests therein or assignments thereof. [167]

171. Terms, conditions and all matters set forth in Declaration of Pooling and Pooling Agreement recorded April 20, 1994 in Book 899 at Page 414 and any interests therein or assignments thereof. [168]

172. Terms, conditions, provisions, license and all matters set forth in Access License Agreement recorded December 30, 1996 in Book 1004 at Page 752. [169]

173. Terms, conditions, provisions, license and all matters set forth in Access License Agreement recorded October 9, 1997 in Book 1037 at Page 622. [170]

174. Restrictions and all matters set forth in Deed Restrictions and Notation recorded November 4, 1998 in Book 1096 at Page 508. [171]

175. Right of way, easement and all matters set forth and described in instrument recorded April 14, 1999 in Book 1124 at Page 454. [172]

176. Easements, overhead power line and all matters as shown on the Colorado Interstate Gas As Built Location of The Parachute Creek Lateral 16" Natural Gas Pipeline, prepared by Construction Surveys, Inc. January 21, 1999 and recorded October 15, 1999 as Reception No. 553995, and as amended by document recorded January 19, 2004 as Reception No. 644750. [173]

177. All matters set forth in Assignment of Leases, Bill of Sale and Assignment of Intangible Contractual Rights and other Intangible Property recorded July 19, 1999 in Book 1140 at Page 638. [174]

178. All matters set forth in Agreement and Assignment of Royalty interests recorded August 26, 1999 in Book 1147 at Page 548. [175]

179. Access license, terms, conditions and all matters set forth in instrument recorded September 12, 2000 in Book 1207 at Page 165. [176]

180. Terms, conditions and all matters contained in Settlement Agreement and Temporary Permit as evidenced by Memorandum recorded November 1, 2000 in Book 1215 at Page 564. [177]

181. Right of way and easement granted to Barrett Resources Corporation in instrument recorded January 8, 2001 in Book 1225 at Page 816 and any and all terms, conditions and matters set forth therein. [178]

182. Right of way and easement granted to Barrett Resources Corporation in instrument recorded January 8, 2001 in Book 1225 at Page 847 and any and all terms, conditions and matters set forth therein. [179]

183. Right of way and easement granted to Barrett Resources Corporation in instrument recorded February 9, 2001 in Book 1231 at Page 118 and any and all terms, conditions and matters set forth therein. [180]

184. Right of way and easement granted to Barrett Resources Corporation in instrument recorded June 25, 2001 in Book 1263 at Page 310 and any and all terms, conditions and matters set forth therein. [181]

185. Terms, conditions and all matters set forth in Access License Agreement between Union Oil Company of California, Inc. and Puckett Land Company recorded March 26, 2001 in Book 1239 at Page 675. [182]

186. All matters set forth in Notice recorded January 20, 2003 in Book 1428 at Page 547. [183]

187. Easement granted to Public Service Company of Colorado described in instrument recorded January 6, 2004 in Book 1552 at Page 676. [184]

188. BLM Grazing Permit relating to Old Mountain Allotment #08914. [NR]

189. Any loss, claim or damage due to the erroneous legal description contained in Quit Claim Deed recorded February 10, 1951 in Book 256 at Page 545.

190. Utility Line Easement Agreement dated September 13, 1982, by and between Mobil Oil Corporation and Union Oil Company of California, recorded on March 22, 1983 in Book 622 at Page 591, as amended by First Amendment to Utility License Agreement dated February 8, 2000 by and between Mobil Oil Corporation and Union Oil Company of California. [N/ED]

191. Pipeline Easement and Usage Right Agreement dated April 22, 1997, by and between Union Oil Company of California, as grantor and Rulison Gas Company, L.L.C., and Wildhorse Energy Partners, L.L.C., as the grantee recorded May 5, 1997 in Book 1017 at Page 653. [N/ED]

192. Right-of-Way and Easement April 22, 1997, by and between Union Oil Company of California, as grantor and Rulison Gas Company, L.L.C., and Wildhorse Energy Partners, L.L.C., as the grantee, recorded July 24, 1997 in Book 1027 at Page 420. [N/ED]

193. Lease and Lease Option Agreement (Meter and Compressor Stations) dated August 1, 1996, by and between Union Oil Company of California, as lessor and Colorado Interstate Gas Company, as lessee, recorded on September 6, 1996, in Book 991 at Page 116, as amended by Amendment to Lease and Lease Option Agreement dated August 1, 1996, by and between Union Oil Company of California, as lessor and Colorado Interstate Gas Company, as lessee. [N/ED]

194. Pipeline Lease Agreement dated August 22, 1994 between Union Oil Company of California, as lessor and Barrett Resources Corporation, as lessee (re: 8" line from upgrade to Lindauer Meadow). [NR]

195. Fencing Agreement dated June 5, 1989 between Mobil Oil Corporation and Union Oil Company, as amended by that Fencing Agreement Renewal 055F-829 (Middlewater Ranch et al; Garfield County, Colorado) executed July 26, 2000 between Union Oil Company of California and Exxon-Mobil. [NR]

655347 07/02/2004 02:58P B1802 P341 M ALSPORF  
06 of 86 R 496.00 D 2644.50 GARFIELD COUNTY CO

*[Bracketed information refers to Exception Document #; NR – indicates unrecorded document; N/ED – indicates a recorded document but not an Exception Document]*



# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PICEANCE OPERATING COMPANY, LLC", A COLORADO LIMITED LIABILITY COMPANY,

WITH AND INTO "BERRY PETROLEUM COMPANY" UNDER THE NAME OF "BERRY PETROLEUM COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF JUNE, A.D. 2006, AT 2:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2072291 8100M

060602106

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4848425

DATE: 06-22-06

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC CORPORATION AND  
FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is Berry Petroleum Company  
\_\_\_\_\_, a Delaware Corporation, and the name of the  
limited liability company being merged into this surviving corporation is Plocance  
Operating Company, LLC a (list jurisdiction) Colorado limited  
liability company.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

**THIRD:** The name of the surviving corporation is Berry Petroleum Company  
\_\_\_\_\_

**FOURTH:** The merger is to become effective on June 22, 2006  
\_\_\_\_\_

**FIFTH:** The Agreement of Merger is on file at 5201 Truxtun Avenue, Suite 300,  
Bakersfield, California 93309  
\_\_\_\_\_ the place of business of the surviving corporation.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or partner of any constituent limited liability company.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 22nd day of June, A.D., 2006

By: /s/ Dan G. Anderson

Authorized Officer

Name: Dan G. Anderson

Print or Type

Title: Authorized Officer

State of Delaware  
Secretary of State  
Division of Corporations  
Received 02:36 PM 06/22/2006  
FILED 02:30 PM 06/22/2006  
060602106 - 2072291 FILE

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Ginette Dennis, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,

**BERRY PETROLEUM COMPANY**

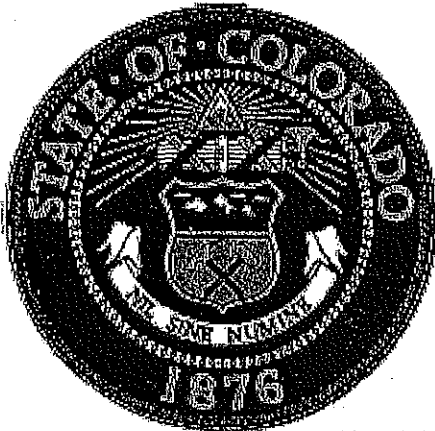
is an entity formed or registered under the law of

**Delaware**

has complied with all applicable requirements of this office, and is in good standing with this  
office. This entity has been assigned entity identification number 20031069947 .

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 06/23/2006 that have been posted, and by documents delivered to this office  
electronically through 06/28/2006 @ 10:37:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed,  
authenticated, issued, delivered and communicated this official certificate at Denver, Colorado  
on 06/28/2006 @ 10:37:04 pursuant to and in accordance with applicable law. This certificate is  
assigned Confirmation Number 6525780 .



*Ginette Dennis*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*



RECEIVED

JUN 2009

Form 2  
Rev. 10/08

State of Colorado

Oil and Gas Conservation Commission

1520 North Street, Suite 200, Denver, Colorado 80202-3906, (303) 866-3200 FAX: (303) 866-3204

APPLICATION FOR PERMIT TO:

☒ Drill ☐ Complete ☐ Re-enter ☐ Recombine and Operate

Wellbore

Surface

Other

Compliance

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**CONDITIONS OF APPROVAL**

**MILK CABIN OM 09B P32 595**

**24 HOUR SPUD NOTICE REQUIRED. E-MAIL: david.andrews@state.co.us**

**GARFIELD COUNTY RULISON FIELD NOTICE TO OPERATORS. NOTE: ALL NOTICES SHALL BE GIVEN VIA E-MAIL. SEE ATTACHED NOTICE**

**CEMENT TOP VERIFICATION BY CBL REQUIRED.**

**COMPLY WITH ALL PROVISIONS OF THE JUNE 12, 2008 NOTICE TO OPERATORS DRILLING WELLS WITHIN 3/4 MILE OF THE RIM OF THE ROAN PLATEAU IN GARFIELD COUNTY - PIT DESIGN, CONSTRUCTION AND MONITORING REQUIREMENTS. SEE ATTACHED NOTICE.**

**THE PROPOSED SURFACE CASING IS MORE THAN 50' BELOW THE DEPTH OF THE DEEPEST WATER WELL WITHIN 1 MILE OF THE SURFACE LOCATION WHEN CORRECTED FOR ELEVATION DIFFERENCES. THE DEEPEST WATER WELL WITHIN 1 MILE IS 000 FEET DEEP.**

**THE OPERATOR SHALL COMPLY WITH RULE 321. AND IT SHALL BE THE OPERATOR'S RESPONSIBILITY TO ENSURE THAT THE WELLBORE COMPLIES WITH SETBACK REQUIREMENTS IN COMMISSION ORDERS OR RULES PRIOR TO PRODUCING THE WELL.**

**NOTE: ALL NOTICES SHALL BE GIVEN VIA E-MAIL.**

## Notice Concerning Operating Requirements for Wildlife Protection

In December 2008 the COGCC adopted several new and amended rules intended to minimize adverse impacts to wildlife resources in Colorado from oil and gas activities. Beginning July 1, 2009 on federal land and April 1, 2009 on all other land, these rules will apply to all oil and gas exploration and development operations in the state.

This notice is intended to inform operators of these wildlife protection rules and to provide a reminder so company staff and contractors may become familiar with certain new and existing operating requirements. While some of these practices were required under conditions of approval attached to permits submitted between January 5, 2009 and June 2009, operators should be aware that they will apply automatically to all permits and operations going forward. If you have any questions about the following rules, please contact the COGCC at 303-894-2100 or [dnr.cogcc@state.co.us](mailto:dnr.cogcc@state.co.us).

### PITS AND WASTE MANAGEMENT

The COGCC Rules have long had waste management requirements to protect wildlife, and the rules in this regard have not changed significantly.

Pits pose a hazard to people and animals because they are difficult to exit if one falls in. Accordingly, COGCC Rule 604.c.(3) continues to require pits to be fenced in order to prevent accidental entry when the site is easily accessible and poses a hazard. The most common and significant problem with pits and wildlife arises when waterfowl land in a pit, get oil on their wings, and are unable to fly or otherwise get out of the pit. This is likely a violation of COGCC Rule 902.c and may also violate the federal Migratory Bird Treaty Act (MBTA). While the U.S. Fish and Wildlife Service (USF&WS) may enforce for the loss of life by migratory birds under the MBTA, operators should be aware that the COGCC will enforce where pits are not maintained to be free of oil and condensate, unless the pit is permitted as a skim pit and is properly lined, fenced, and netted. Additionally, COGCC Rule 902.d. continues to require operators to install appropriate netting or fencing where necessary to prevent significant adverse environmental impacts resulting from access to a pit by wildlife, including migratory birds. Failure to comply with COGCC Rules could result in penalties or revocation of the pit permit, Form 15.

The text of these provisions regarding waste management for wildlife protection follows:

#### **COGCC Rule 902. PITS - GENERAL AND SPECIAL RULES (Excerpt)**

- c. Any accumulation of oil or condensate in a pit shall be removed within twenty-four (24) hours of discovery. Operators shall use skimming, steam cleaning of exposed liners, or other safe and legal methods as necessary to maintain pits in clean condition and to control hydrocarbon odors. Only de minimis amounts of hydrocarbons may be present unless the pit is specifically permitted for oil or condensate recovery or disposal use. A Form 15 pit permit may be revoked by



- the Director and the Director may require that the pit be closed if an operator repeatedly allows more than de minimis amounts of oil or condensate to accumulate in a pit. This requirement is not applicable to properly permitted and properly fenced, lined, and netted skim pits that are designed, constructed, and operated to prevent impacts to wildlife, including migratory birds.*
- d. *Where necessary to protect public health, safety and welfare or to prevent significant adverse environmental impacts resulting from access to a pit by wildlife, migratory birds, domestic animals, or members of the general public, operators shall install appropriate netting or fencing.*

#### **Fired Vessel, Heater Treater**

Other oil field hazards for migratory birds are fired vessels, including heater treaters. On March 1, 2007 the COGCC adopted a policy that required all oil and gas operators to install screening or other devices on the stacks and on other openings of heater treaters or fired vessels to prevent entry by migratory birds. This policy was adopted after inspection by USFWS personnel found that many heater treaters contained the remains of dead birds. As a result of these inspections, the USFWS determined that heater treaters on oil and gas properties create a widespread hazard for migratory birds and that parties responsible for bird deaths from these devices may be subject to prosecution and fines. The COGCC's March 2007 policy regarding fired vessels for wildlife protection was codified as a rule in the December 2008 rulemaking. The text of the rule follows:

#### **COGCC Rule 604. OIL AND GAS FACILITIES (Excerpt)**

##### **b. Fired Vessel, Heater-Treater**

- (7) All stacks, vents, or other openings shall be equipped with screens or other appropriate equipment to prevent entry by wildlife, including migratory birds.

#### **GENERAL OPERATING REQUIREMENTS**

In response to direction from the General Assembly, the COGCC Rules now include operating requirements to minimize adverse impacts to wildlife resources -- many of which are already being implemented by operators in Colorado.

COGCC Rule 1204 contains five operating standards that will apply statewide where certain circumstances exist, such as utilizing bear-proof containers for food related trash at operations in black bear habitat, disinfecting certain equipment before using it in designated cutthroat trout habitat, planning transportation networks to minimize the number and length of oil and gas roads, and establishing refueling and chemical storage areas outside of riparian zones and floodplains.

The sixteen operating standards in Rule 1203, on the other hand, will only apply in areas designated in the rules as sensitive wildlife habitat, such as constructing escape ramps for certain pipeline trenches during installation, consolidating new facilities, minimizing rig mobilization where practicable, using boring instead of trenching across critical fish streams, and treating certain wastewater pits to prevent the spread of West Nile Virus.

Certain of these Rule 1203 operating standards will apply only with the consent of the surface owner, such as using wildlife-appropriate fencing or seed mixes during reclamation, limiting access to oil and gas roads, and using topographic features and vegetative screening to create seclusion areas.

Operators are advised to review the requirements of the new 1200-Series Rules closely to ensure that their operations and procedures are in compliance. The text of rules containing operating requirements for wildlife protection follows:

**COGCC Rule 1204. OTHER GENERAL OPERATING REQUIREMENTS**

a. *The operating requirements identified below shall apply in all areas.*

- (1) *In black bear habitat west of Interstate 25 and on Raton Mesa east of Interstate 25, operators shall install and utilize bear-proof dumpsters and trash receptacles for food-related trash at all facilities that generate such trash.*
- (2) *In designated Cutthroat Trout habitat, as identified on the Colorado Division of Wildlife Species Activity Mapping (SAM) system, operators shall disinfect water suction hoses and water transportation tanks withdrawing from or discharging into surface waters (other than contained pits) used previously in another river, lake, pond, or wetland and discard rinse water in an approved disposal facility. Disinfection practices shall be repeated after completing work or before moving to the next water body. Disinfection may be performed by removing mud and debris and then implementing one of the following practices:*
  - A. *Spray/soak equipment with a disinfectant solution capable of killing whirling disease spores; or*
  - B. *Spray/soak equipment with water greater than 140 degrees Fahrenheit for at least 10 minutes.*
- (3) *To minimize adverse impacts to wildlife resources, plan new transportation networks and new oil and gas facilities to minimize surface disturbance and the number and length of oil and gas roads and utilize common roads, rights of way, and access points to the extent practicable, consistent with these rules, an operator's operational requirements, and any requirements imposed by federal and state land management agencies, local government regulations, and surface use agreements and other surface owner requirements, and taking into account cost effectiveness and technical feasibility.*
- (4) *Establish new staging, refueling, and chemical storage areas outside of riparian zones and floodplains.*
- (5) *Use minimum practical construction widths for new rights-of-way where pipelines cross riparian areas, streams, and critical habitats.*

b. *Exceptions. If the operator believes that any of the foregoing operating requirements should be waived for any proposed oil and gas location, it shall so specify in a Form 2A for Director consideration.*

**COGCC Rule 1203. GENERAL OPERATING REQUIREMENTS IN SENSITIVE WILDLIFE HABITAT AND RESTRICTED SURFACE OCCUPANCY AREAS**

a. *General Operating Requirements. Within sensitive wildlife habitat and restricted surface occupancy areas, operators shall comply with the operating requirements listed below.*

- (1) *During pipeline construction for trenches that are left open for more than five (5) days and are greater than five (5) feet in width, install wildlife crossovers and escape ramps where the trench crosses well-defined*

game trails and at a minimum of one quarter (1/4) mile intervals where the trench parallels well-defined game trails.

- (2) Inform and educate employees and contractors on wildlife conservation practices, including no harassment or feeding of wildlife.
- (3) Consolidate new facilities to minimize impact to wildlife.
- (4) Minimize rig mobilization and demobilization where practicable by completing or re completing all wells from a given well pad before moving rigs to a new location.
- (5) To the extent practicable, share and consolidate new corridors for pipeline rights-of-way and roads to minimize surface disturbance.
- (6) Engineer new pipelines to reduce field fitting and reduce excessive right-of-way widths and reclamation.
- (7) Use boring instead of trenching across perennial streams considered critical fish habitat.
- (8) Treat waste water pits and any associated pit containing water that provides a medium for breeding mosquitoes with Bt (*Bacillus thuringiensis* v. *israelensis*) or take other effective action to control mosquito larvae that may spread West Nile Virus to wildlife, especially grouse.
- (9) Use wildlife appropriate seed mixes wherever allowed by surface owners and regulatory agencies.
- (10) Mow or brushhog vegetation where appropriate, leaving root structure intact, instead of scraping the surface, where allowed by the surface owner.
- (11) Limit access to oil and gas access roads where approved by surface owners, surface managing agencies, or local government, as appropriate.
- (12) Post speed limits and caution signs to the extent allowed by surface owners, Federal and state regulations, local government, and land use policies, as appropriate.
- (13) Use wildlife-appropriate fencing where acceptable to the surface owner.
- (14) Use topographic features and vegetative screening to create seclusion areas, where acceptable to the surface owner.
- (15) Use remote monitoring of well production to the extent practicable.
- (16) Reduce traffic associated with transporting drilling water and produced liquids through the use of pipelines, large tanks, or other measures where technically feasible and economically practicable.

b. **Exceptions.** If the operator believes that any of the foregoing operating requirements should be waived for any proposed oil and gas location, it shall so specify in a Form 2A for Director consideration.

NOTICE 1      OPERATORS  
DRILLING WILLIAMS FORK FORMATION WELLS IN GARFIELD COUNTY  
SURFACE CASING DEPTH AND MODIFICATION OF LEAKOFF TEST REQUIREMENTS  
JUNE 23, 2006 (Amends May 3, 2001 Notice)

Based on the evaluation of the leakoff test data, drilling histories and reservoir parameters for Williams Fork Formation wells in Garfield County, the surface casing setting depth requirements specified in the September 22, 1998 policy statement amended May 3, 2001 will remain in effect. Surface casing leakoff tests will be performed at the discretion of the operator with the exception of additional leakoff test requirements that may apply in the Grand Valley Field as required by an earlier notice. The following conditions are to be attached to all Permits-to-Drill for Williams Fork Formation or deeper gas wells in Garfield County:

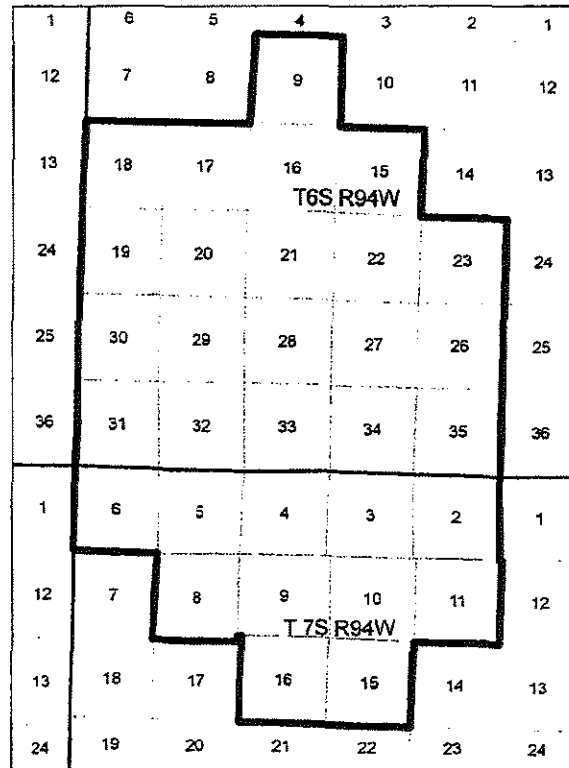
The following shall be required in the Rulison Field Overpressured Area:

1. The Rulison Field Overpressured Area is defined as (see attached map):  
Township 6 South, Range 94 West, Sections 9, 15-23, 26-35  
Township 7 South, Range 94 West, Sections 2-6, 8-10, 11, 15, 16
2. Surface casing must be set at a minimum depth of 1100 feet.

The following shall be required in all fields in Garfield County:

1. Notify the COGCC Northwest Area Engineer 24 hours prior to commencing wellsite construction, setting of conductor pipe, well spudding, running all casing and any cementing operations so that COGCC staff may have the opportunity to witness. All notification shall be given via e-mail whenever possible.
2. Surface casing shall be set at a minimum depth of ten percent (10%) of the total depth of the well.
3. All lost circulation zones, gas kicks and water flows shall be reported to the COGCC Northwest Colorado Area Engineer as soon as feasible within twenty-four (24) hours of occurrence.
4. Significant lost circulation shall be defined as a mud loss in excess of 100 barrels and which requires shut down of operations for an hour or longer to pump lost circulation material and rebuild pit volume. The following data is required: depth, mud volume lost, whether or not a kick ensued, mud weights before and after lost circulation, and procedures used to regain circulation.
5. A significant kick shall be defined as one that is managed by shutting in the well to circulate out the kick or that is managed by going on choke and requiring an increase in mud weight exceeding 3/10ths of one pound per gallon to control. The following data is required: date and time of the kick, total depth of the well at the time of the kick, surface casing depth, size and cementing data, initial and final mud weights, shut in drill pipe pressure, shut in casing pressure, or any other pressure measurement or information used to determine the mud weight necessary to control the kick.
6. The depth, rate and mud weight on all water flows must be reported.
7. Upon completion of the primary cementing operation, the annular fluid level around the production casing shall be monitored for a minimum of 4 hours after cementing. Operators shall maintain the ability to monitor the annular fluid level and keep the hole full. The amount of mud that is used to keep the hole full shall be recorded. If mud volumes in excess of twenty (20) barrels are necessary to keep the hole full, the loss of fluid shall be reported to the COGCC immediately.

For all notifications contact COGCC Northwest Area Colorado Area Engineer Jaime Adkins via e-mail at: [jaime.adkins@state.co.us](mailto:jaime.adkins@state.co.us) or in urgent cases at 970-285-9000(O), 970-250-2440(C).  
Thank you for cooperating with these requirements.  
Brian Macke, Director



COGCC Notice to Operators (June 23, 2006)

**Rulison Overpressured Area**  
(1100 feet of Surface Casing Required)