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TYPE OF RECORD: ACTIVE PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STATE OF COLORADO, COUNTY OF MESA

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: WHITEWATER POOLING  
AGREEMENT DATED SEPTEMBER 6, 1982 FOR PURDY MESA AREA - W ½ SECTION 36,  
TOWNSHIP 12 SOUTH, RANGE 98 WEST, 6<sup>TH</sup> P.M., MESA COUNTY, COLORADO

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1982

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

**EDMUNDSON, INC.**

R.B. EDMUNDSON

Purdu Mesa Area

MAILING ADDRESS:  
P.O. BOX 1707  
DENVER, COLORADO 80201  
303 629-1850

October 21, 1982

TO: COMMITTED WORKING INTERET OWNERS

Re: Pooling Agreement  
W $\frac{1}{2}$  Section 36, Township 12 South,  
Range 98 West, 6th P.M.  
Mesa County, Colorado

Ladies and Gentlemen:

Enclosed please find a copy of an approved and recorded Pooling Agreement covering the above captioned area.

On behalf of CMO Resources, Inc. and Edmundson, Inc., I wish to thank you for your cooperation on this project.

Very truly yours,

EDMUNDSON, INC.

By Steve Edmundson  
Steve Edmundson

SE:dwm  
Enclosures

1640 GRANT STREET DENVER, COLORADO 80203

WHITEWATER  
POOLING AGREEMENT  
COUNTY OF MESA  
STATE OF COLORADO

THIS AGREEMENT, entered into as of the 6th day of September, 1982, by and between the parties subscribing, ratifying or consenting hereto and herein referred to as the "Parties hereto",

WITNESSETH THAT:

WHEREAS, the Parties hereto are the owners of working, royalty or other oil and gas interest in the Pooled Area subject to this Agreement; and,

WHEREAS, it is the purpose of the Parties hereto to unitize, pool and consolidate their interest for primary and secondary recovery of oil, gas and associated hydrocarbons in the Pooled Area under the terms, conditions and provisions herein set forth:

NOW THEREFORE,

In consideration of the mutual agreements of the Parties hereto as hereinafter set forth and of the benefits to be derived from the unitized operations provided for, it is hereby agreed between Parties hereto as follows:

1. The following definitions shall govern in the interpretation of this agreement:

(a) The Pooled Area shall mean and include the following described lands located in Mesa County, Colorado:

Township 12 South, Range 98 West, 6th P.M.  
Section 36: W $\frac{1}{2}$

Containing 320.00 acres

and if and wherever the context of this Agreement permits or necessitates the surface of the lands committed to this Agreement. The above lands are further described in Exhibits "A" and "B" attached hereto and made a part hereof of this Agreement.

(b) The term "unitized substances" means and includes all oil, gas and associated hydrocarbons which may be produced from the Dakota and Morrison Formation in the Pooled Area.

2. (a) The Parties hereto do, to the extent of their interests therein, hereby unitize, consolidate and pool as of the effective date of this Agreement their interests respectively in and to all tracts within the Pooled Area. The Pooled Area shall, from and after the effective date hereof, be produced and operated as a single unit for the production of unitized substances in the same manner and with like effect as if the Pooled Area comprised but a single tract covered by a single oil and gas lease and without regard to the boundary lines established by separate ownership of any interest in the several tracts.

(b) The lessees in the oil and gas leases covering the tracts within the Pooled Area shall at all times have the right of ingress to and egress from and upon the surface and subsurface of each tract within the Pooled Area to the extent reasonably necessary in the conduct of operations hereunder and shall have the right to shut-in, plug back, deepen, recomplete or plug and abandon any well or wells heretofore and hereafter drilled within the surface boundaries of the Pooled Area; and to install, operate, maintain, repair, renew, use and remove or relocate any pipeline, stock tanks, separators, treater and any and all other similar or dissimilar equipment and facilities necessary or convenient

for the production, gathering, storing, treating, or otherwise handling of unitized substances produced from the Pooled Area.

3. (a) All unitized substances produced and saved from the Pooled Area after the effective date of this Agreement shall be apportioned among and allocated to the Tracts in the Pooled Area in the proportion that the acreage in such Tract bears to the acreage in all Tracts within the Pooled Area. The quantity of unitized substances so apportioned and allocated to a Tract within the Pooled Area, and only that quantity, shall be deemed to have been produced from such Tract by means of a well or wells thereon, whether such quantity be greater or less than the quantity of unitized substances actually produced therefrom, and whether or not any unitized substances are actually produced therefrom.

(b) So much of the unitized substances produced from the Pooled Area as may reasonably be required therefor may be used in carrying on any of the operations under this Agreement. Unitized substances so used, or produced from and reinjected into the Pooled Area, or destroyed by fire or other casualty or lost in handling shall not be considered saved and subject to allocation hereunder, and no payments shall accrue to royalty owners or lessees in respect thereof.

4. (a) Payments to the owners of interests within the respective Tracts within the Pooled Area shall be made to such owners according to their respective participating interests, and shall be made in the manner provided in the leases and other contracts pertaining to such Tracts and interests; and it is agreed that payments made in accordance herewith shall constitute full and complete payment of all royalties, overriding royalties, or other payments due under such leases or contracts. Nothing herein contained, however, shall be construed to transfer title to or to effect any assignment or cross-assignment among or between any of the parties hereto to any land, leasehold interest, royalty, overriding royalty or mineral interest.

(b) The development and operation of or production of unitized substances from any of the lands within the Pooled Area shall be deemed full performance of all obligations for development, operation and production with respect to each and every lease or part thereof or interest therein which is subject to this Agreement, regardless of whether there is any development or operation on or production from any particular part of Tract within the Pooled Area. No lease or other oil and gas interest shall expire in whole or in part by reason of the lessees' failure to drill or produce wells on any land embraced in such lease so long as drilling or producing operations hereunder are conducted upon any Tract or land committed to this Agreement. Each lease or other contract affecting lands committed hereto and relating to the drilling, development, operation or production of oil or gas therefrom which by its terms might expire prior to the termination of this Agreement, is hereby extended beyond such term provided therein so that it shall be continued in full force and effect for and during the entire term of this Agreement.

5. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this Agreement terminates, and the terms and provisions hereof shall be binding upon the heirs, successors, representatives and assigns of the parties hereto.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and each party executing a counterpart hereof shall be bound thereby in the same manner and with like effect as if every party executing a counterpart hereof had joined in and executed the same instrument. The execution and filing or record of a ratification of or consent to this Agreement, referring hereto therein, shall have the same effect as if a counterpart hereof had been executed and recorded by the party executing such ratification or consent.

7. This Agreement shall become effective as of the date first hereinabove appearing; provided, however, that this Agreement may be terminated at any time with the unanimous consent of the owners of the leasehold interests

within the Pooled Area; and provided further, that upon the termination of this Agreement, the parties hereto shall be governed thereafter by the terms and provisions of the leases and contracts affecting the tracts within the Pooled Area just as if this Agreement had never been entered into. Any such lease or contract which would otherwise terminate or expire upon the termination of this Agreement, shall nevertheless continue in force and effect for a period of 90 days subsequent to the termination of this Agreement, and so long thereafter as drilling, re-working or producing operations are conducted with diligence on the lands covered thereby. This Agreement shall terminate of its own accord 60 days following cessation of production of unitized substances from Unit Area for any cause unless unanimously extended and ratified by all parties then owning interests hereunder.

8. The Pooled Area shall be affected by the Oil and Gas Leases covering the lands in Mesa County, Colorado, described in Exhibit "B". If any oil and gas lease covered by this Agreement is subject to an overriding royalty, production payment, or other charge over and above the usual 1/8th royalty, the party contributing that lease shall assume and alone bear all such excess obligations and shall account for them to the owners thereof out of its share of the working interest production of the Pooled Area.

9. By the execution of this instrument the undersigned, jointly and severally, do hereby adopt, ratify and confirm said leases and all of their terms and provisions, and do state specifically that each of the leases, either on the dates of the leases or on this date, are valid and subsisting oil and gas leases and binding on each of the undersigned as if they had originally executed the leases.

This ratification and statement that the leases are valid and subsisting leases is made notwithstanding the fact that there may be technical imperfections in the original execution of the leases.

10. This instrument shall be construed in accordance with and governed by the laws of Colorado, and shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives and assigns. This instrument may be executed in any number of counterparts with the same effect as if all parties to this instrument had all signed the same document. All executed counterparts shall be construed together, and shall constitute one agreement. The signature page(s) may be executed in counterpart and separate pages may be inserted by CMO Resources, Inc., the Operator of the Pooled Area, for purposes of filing and recording.

OPERATOR AND WORKING INTEREST OWNER

ATTEST:

CMO RESOURCES, INC.

[Handwritten Signature]

By [Handwritten Signature]

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

THE CITY OF GRAND JUNCTION, a  
Municipal Corporation

THE FEDERAL LAND BANK OF WICHITA

By \_\_\_\_\_

By \_\_\_\_\_

Execution Date: \_\_\_\_\_

Execution Date: \_\_\_\_\_

Individual

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 1982.

WITNESS my hand and official seal.

My Commission Expires:

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

Corporate

PROV  
STATE OF Alberta )

) ss.

COUNTRY OF Canada )

The foregoing instrument was acknowledged before me by Robert  
B. Jralleigh, as President  
of CMO Resources Inc.

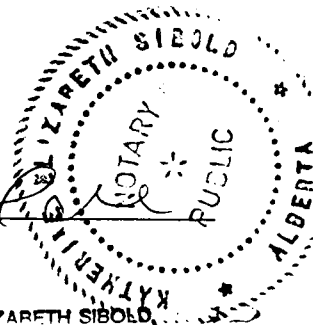
This 14 day of Sept, 1982.

WITNESS my hand and official seal.

My Commission Expires:

continues at  
Notary's pleasure

Katherine Sibold  
Notary Public



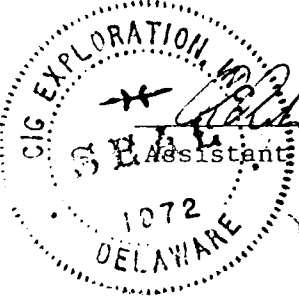
KATHERINE ELIZABETH SIBOLD

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

OTHER WORKING INTEREST OWNERS

ATTEST:

CIG EXPLORATION, INC.



[Signature]  
Assistant Secretary

By [Signature] <sup>TCS</sup>  
Senior Vice President  
Execution Date: September 22, 1982  
By [Signature]  
COLORADO-PACIFIC PETROLEUM CORPORATION <sup>Legal Dept</sup>

By \_\_\_\_\_  
Execution Date: \_\_\_\_\_

GEORGE MITCHELL & ASSOCIATES, INC.

By \_\_\_\_\_  
Execution Date: \_\_\_\_\_

MITCHELL ENERGY CORPORATION

By \_\_\_\_\_  
Execution Date: \_\_\_\_\_

BASIC ROYALTY OWNERS

\_\_\_\_\_  
Everett H. Wright  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
George Wright  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Clarence O. Wright  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Charles H. Wright  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Roy L. Anderson and Mary  
L. Anderson  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Warren A. Fifield and June L.  
Fifield  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Fifield  
Execution Date: \_\_\_\_\_

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W½ of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

THE CITY OF GRAND JUNCTION, a  
Municipal Corporation

THE FEDERAL LAND BANK OF WICHITA

By \_\_\_\_\_

By \_\_\_\_\_

Execution Date: \_\_\_\_\_

Execution Date: \_\_\_\_\_

Individual

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 1982.

WITNESS my hand and official seal.

My Commission Expires:

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

Corporate

STATE OF COLORADO )

) ss.

COUNTY OF DENVER )

The foregoing instrument was acknowledged before me by \_\_\_\_\_

Carl J. Benvegna, as Senior Vice President

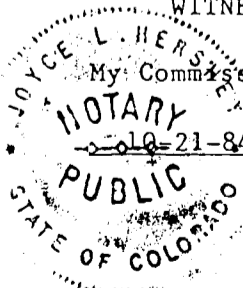
of CIG Exploration, Inc.

This 22nd day of September, 1982.

WITNESS my hand and official seal.

My Commission Expires:

Joyce L. Hershey  
Notary Public





Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

OTHER WORKING INTEREST OWNERS

ATTEST:

CIG EXPLORATION, INC.

\_\_\_\_\_

By \_\_\_\_\_

Execution Date: \_\_\_\_\_

COLORADO-PACIFIC PETROLEUM CORPORATION

By *Etienne Johnson*

Execution Date: 9/9/82

GEORGE MITCHELL & ASSOCIATES, INC.

By \_\_\_\_\_

Execution Date: \_\_\_\_\_

MITCHELL ENERGY CORPORATION

By \_\_\_\_\_

Execution Date: \_\_\_\_\_

BASIC ROYALTY OWNERS

\_\_\_\_\_  
Everett H. Wright  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
George Wright  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Clarence O. Wright  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Charles H. Wright  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Roy L. Anderson and Mary  
L. Anderson  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Warren A. Fifield and June L.  
Fifield  
Execution Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Fifield  
Execution Date: \_\_\_\_\_

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W½ of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

THE CITY OF GRAND JUNCTION, a Municipal Corporation

THE FEDERAL LAND BANK OF WICHITA

By \_\_\_\_\_  
Execution Date: \_\_\_\_\_

By \_\_\_\_\_  
Execution Date: \_\_\_\_\_

Individual

STATE OF Colorado )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me by \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 1982.

WITNESS my hand and official seal.

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

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

Corporate

STATE OF Colorado )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
Elaine Johnson, as Attorney in Fact  
of Colorado Pacific Petroleum Corporation.

This \_\_\_\_\_ day of SEP 9, 1982.

WITNESS my hand and official seal.

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



Dena C. Todd  
Notary Public  
1640 Grant  
Denver, CO 80203

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

OTHER WORKING INTEREST OWNERS

ATTEST:

CIG EXPLORATION, INC.

\_\_\_\_\_

By \_\_\_\_\_

Execution Date: \_\_\_\_\_

COLORADO-PACIFIC PETROLEUM CORPORATION

By \_\_\_\_\_

Execution Date: \_\_\_\_\_

~~GEORGE MITCHELL & ASSOCIATES, INC.~~

By \_\_\_\_\_

~~Execution Date: \_\_\_\_\_~~

MITCHELL ENERGY CORPORATION, formerly  
George Mitchell & Associates, Inc.

By *Dan J. Hartmann*  
DAN J. HARTMANN, Vice President & General Manager

Execution Date: October 6, 1982

BASIC ROYALTY OWNERS

\_\_\_\_\_  
Everett H. Wright

Execution Date: \_\_\_\_\_

\_\_\_\_\_  
George Wright

Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Clarence O. Wright

Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Charles H. Wright

Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Roy L. Anderson and Mary  
L. Anderson

Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Warren A. Fifield and June L.  
Fifield

Execution Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Fifield

Execution Date: \_\_\_\_\_

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W<sup>1</sup>/<sub>2</sub> of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

THE CITY OF GRAND JUNCTION, a  
Municipal Corporation

THE FEDERAL LAND BANK OF WICHITA

By \_\_\_\_\_

By \_\_\_\_\_

Execution Date: \_\_\_\_\_

Execution Date: \_\_\_\_\_

Individual

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 1982.

WITNESS my hand and official seal.

My Commission Expires:

\_\_\_\_\_

Notary Public

Corporate

STATE OF COLORADO )

) ss.

COUNTY OF DENVER )

The foregoing instrument was acknowledged before me by DAN J.

HARTMANN, as Vice President & General Manager

of MITCHELL ENERGY CORPORATION.

This 6th day of October, 1982.

WITNESS my hand and official seal.

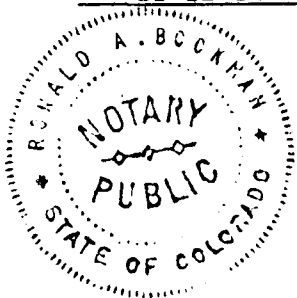
My Commission Expires:

11-12-84

*Ronald A. Boehman*

Notary Public

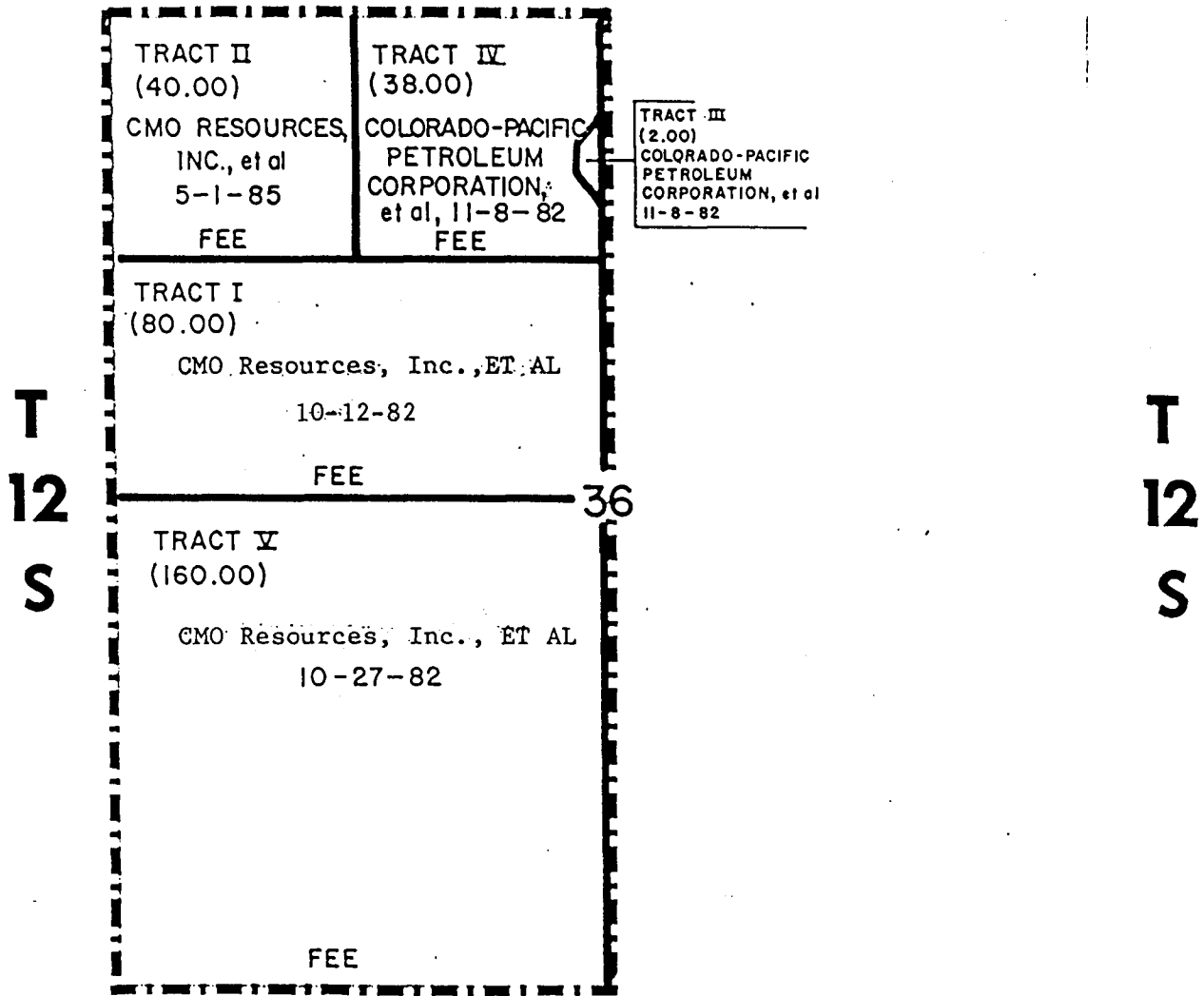
Address: 1670 Broadway, Suite 3200  
Denver, Colorado 80202



# EXHIBIT "A"

PLAT OF WHITEWATER POOLING AGREEMENT COVERING THE W/2, SECTION 36, TOWNSHIP 12 SOUTH, RANGE 98 WEST, 6TH P.M., MESA COUNTY, COLORADO

## R 98 W



## R 98 W

WHITEWATER FIELD  
DAKOTA AND MORRISON FORMATION

----- BOUNDARY OF POOLED AREA

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

EXHIBIT "B"

OPERATOR OF POOLED AREA:

CMO RESOURCES, INC.

DESCRIPTION OF LEASES COMMITTED

TRACT I

Lessor(s):	Everette H. Wright, George Wright, Clarence O. Wright and Charles H. Wright
Lessee(s) of Record:	C.M.O. Resources, Inc. 72.50% Colorado-Pacific Petroleum Corporation 27.50%
Date of Lease:	October 12, 1972
Primary Term:	Ten (10) years
Basic Royalty Rate:	12.5%
Description of Land Committed:	S $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado
Number of Acres:	80.00
Name and Percentage of Each Working Interest Owner:	C.M.O. Resources, Inc. 72.50% Colorado Pacific Petroleum Corporation 27.50%

Pooling Clause on Lease:

Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, or any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from, a well on each and all of the lands within and comprising such operating unit, provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT II

Lessor(s): Roy L. Anderson and Mary E. Anderson

Lessee(s) of Record: CMO Resources, Inc. 50.00%  
 Colorado-Pacific Petroleum Corporation 50.00%

Date of Lease: May 1, 1980

Primary Term: Five (5) years

Basic Royalty Rate: 12.5%

Description of Land Committed: NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

Number of Acres: 40.00

Name and Percentage of Each Working Interest Owner: CMO Resources, Inc. 50.00%  
 Colorado-Pacific Petroleum Corporation 50.00%

Pooling Clause on Lease:

Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells in such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

TRACT III

Lessor(s): Mitchell Energy Corporation

Lessee(s) of Record: Unleased

Date of Lease: Unleased

Primary Term: Unleased

Basic Royalty Rate: All

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT III (Cont'd)

Description of Land Committed: A tract located in the N $\frac{1}{2}$  of Sec. 36, described as follows: Beginning at a point on the North line of Sec. 36, Township 12 South, Range 98 West, 6th P.M., which point is 614 feet East of the North quarter corner of said Sec. 36; thence East along said section line 1,070 feet; thence South 20°4' East 1563 feet; thence North 79°8' West 305 feet; thence South 43°43' West 495 feet; thence South 85°55' West 960 feet; thence North 31°01' West 1,428 feet; thence North 21°34' East 235 feet; thence North 52°42' East 733 feet to the point of beginning, containing 69.47 acres, more or less; ONLY INSOFAR as same is located within the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 36, Township 21 South, Range 98 West, 6th P.M., Mesa County, Colorado

Number of Acres: 1.00 net; 2.00 gross

Name and Percentage of Each Working Interest Owner: Unleased

TRACT III (Cont'd)

Lessor(s): Emily I. Fifield, deceased

Lessee(s) of Record: Colorado-Pacific Petroleum Corporation 62.50%  
C.M.O. Resources, Inc. 22.50%  
CIG Exploration, Inc. 12.50%

Date of Lease: March 17, 1974

Primary Term: Ten (10) years (HBP)

Basic Royalty Rate: 12.5%

Description of Land Committed: A tract located in the N $\frac{1}{2}$  of Sec. 36, described as follows: Beginning at a point on the North line of Sec. 36, Township 12 South, Range 98 West, 6th P.M., which point is 614 feet East of the North quarter corner of said Sec. 36; thence East along said section line 1,070 feet; thence South 20°4' East 1563 feet; thence North 79°8' West 305 feet; thence South 43°43' West 495 feet; thence South 85°55' West 960 feet; thence North 31°01' West 1,428 feet; thence North 21°34' East 235 feet; thence North 52°42' East 733 feet to the point of beginning, containing 69.47 acres, more or less; ONLY INSOFAR as same is located within the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of



Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W½ of Section 36, Township 12 South; Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT III (Cont'd)

Sec. 36, Township 21 South, Range 98 West, 6th P.M., Mesa County, Colorado

Number of Acres: .50 net; 2.00 gross

Name and Percentage of Each Working Interest Owner:	Colorado-Pacific Petroleum Corporation	65.00%
	C.M.O. Resources, Inc.	22.50%
	CIG Exploration, Inc.	12.50%

Pooling Clause on Lease:

Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells in such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

TRACT III (Cont'd)

Lessor(s):	Warren A. Fifield and June L. Fifield
Lessee(s) of Record:	Colorado-Pacific Petroleum Corporation 65.00% C.M.O. Resources, Inc. 22.50% CIG Exploration, Inc. 12.50%
Date of Lease:	November 8, 1974
Primary Term:	Ten (10) years (HBP)
Basic Royalty Rate:	12.5%
Description of Land Committed:	A tract located in the N½ of Sec. 36, described as follows: Beginning at a point on the North line of Sec. 36, Township 12 South, Range 98 West, 6th P.M., which point is 614 feet East of the North quarter corner of said Sec. 36; thence East along said section line 1,070 feet; thence South 20°4' East 1563

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W½ of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT III (Cont'd)

feet; thence North 79°8' West 305 feet;  
 thence South 43°43' West 495 feet;  
 thence South 85°55' West 960 feet;  
 thence North 31°01' West 1,428 feet;  
 thence North 21°34' East 235 feet;  
 thence North 52°42' East 733 feet to the  
 point of beginning, containing 69.47  
 acres, more or less; ONLY INSOFAR as  
 same is located within the NE¼NW¼ of  
 Sec. 36, Township 21 South, Range 98  
 West, 6th P.M., Mesa County, Colorado

Number of Acres: .50 net; 2.00 gross

Name and Percentage of Each Working Interest Owner:	Colorado-Pacific Petroleum Corporation	65.00%
	C.M.O. Resources, Inc.	22.50%
	CIG Exploration, Inc.	12.50%

Pooling Clause on Lease:

Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, or any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from, a well on each and all of the lands within and comprising such operating unit, provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

TRACT IV

Lessor(s):	The City of Grand Junction, a Municipal Corporation
Lessee(s) of Record:	Colorado-Pacific Petroleum Corporation
	C.M.O. Resources, Inc.
	CIG Exploration, Inc.
	65.00%
	22.50%
	12.50%

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT IV (Cont'd)

Date of Lease: October 27, 1972

Primary Term: Ten (10) years

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ NW $\frac{1}{4}$ , less and except a tract of land described as follows: Beginning at a point on the North line of Sec. 36, Township 12 South, Range 98 West, 6th P.M., which point is 614 feet East of the North quarter corner of said Sec. 36; thence East along said section line, 1,070 feet; thence South 20°4' East 1,563 feet; thence North 79°8' West 305 feet; thence South 43°43' West 495 feet; thence South 85°55' West 960 feet; thence North 31°01' West 1,428 feet; thence North 21°34' East 235 feet; thence North 52°42' East 733 feet to the point of beginning, containing 69.47 acres, more or less; ONLY INSOFAR as same is located within the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

Number of Acres: 19.00 net; 38.00 gross

Name and Percentage of Each Working Interest Owner: Colorado-Pacific Petroleum Corporation 65.00%  
C.M.O. Resources, Inc. 35.00%

Pooling Clause on Lease:

Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, or any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from, a well on each and all of the lands within and comprising such operating unit, provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT IV (Cont'd)

Lessor(s): John B. Fifield

Lessee(s) of Record: Colorado-Pacific Petroleum Corporation 65.00%  
 C.M.O. Resources, Inc. 22.50%  
 CIG Exploration, Inc. 12.50%

Date of Lease: March 17, 1974

Primary Term: Ten (10) years (HBP)

Basic Royalty Rate: 12.5%

Description of Land Committed: NE $\frac{1}{4}$ NW $\frac{1}{4}$ , less and except a tract of land described as follows: Beginning at a point on the North line of Sec. 36, Township 12 South, Range 98 West, 6th P.M., which point is 614 feet East of the North quarter corner of said Sec. 36; thence East along said section line, 1,070 feet; thence South 20°4' East 1,563 feet; thence North 79°8' West 305 feet; thence South 43°43' West 495 feet; thence South 85°55' West 960 feet; thence North 31°01' West 1,428 feet; thence North 21°34' East 235 feet; thence North 52°42' East 733 feet to the point of beginning, containing 69.47 acres, more or less; ONLY INSOFAR as same is located within the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado

Number of Acres: 9.50 net; 38.00 gross

Name and Percentage of Each Working Interest Owner: Colorado-Pacific Petroleum Corporation 65.00%  
 C.M.O. Resources, Inc. 22.50%  
 CIG Exploration, Inc. 12.50%

Pooling Clause on Lease:

Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, or any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from, a well on each and all of the lands within and comprising such operating unit, provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W½ of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT IV (Cont'd)

Pooling Clause (Cont'd):

rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

TRACT IV (Cont'd)

Lessor(s):	Warren A. Fifield and June L. Fifield
Lessee(s) of Record:	Colorado-Pacific Petroleum Corporation 65.00% C.M.O. Resources, Inc. 35.00%
Date of Lease:	November 8, 1972
Primary Term:	Ten (10) years (HBP)
Basic Royalty Rate:	12.5%
Description of Land Committed:	NE¼NW¼, less and except a tract of land described as follows: Beginning at a point on the North line of Sec. 36, Township 12 South, Range 98 West, 6th P.M., which point is 614 feet East of the North quarter corner of said Sec. 36; thence East along said section line, 1,070 feet; thence South 20°4' East 1,563 feet; thence North 79°8' West 305 feet; thence South 43°43' West 495 feet; thence South 85°55' West 960 feet; thence North 31°01' West 1,428 feet; thence North 21°34' East 235 feet; thence North 52°42' East 733 feet to the point of beginning, containing 69.47 acres, more or less; ONLY INSOFAR as same is located within the NE¼NW¼ of Sec. 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado
Number of Acres:	9.50 net; 38.00 gross
Name and Percentage of Each Working Interest Owner:	Colorado-Pacific Petroleum Corporation 65.00% C.M.O. Resources, Inc. 35.00%

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT IV (Cont'd)

Pooling Clause on Lease:

Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, or any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from, a well on each and all of the lands within and comprising such operating unit, provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

TRACT V

Lessor(s):	The City of Grand Junction, a Municipal Corporation
Lessee(s) of Record:	C.M.O. Resources, Inc. 72.50% Colorado-Pacific Petroleum Corporation 27.50%
Date of Lease:	October 27, 1972
Primary Term:	Ten (10) years
Basic Royalty Rate:	12.5%
Description of Land Committed:	SW $\frac{1}{4}$ of Sec. 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado
Number of Acres:	120.00 net; 160.00 gross
Name and Percentage of Each Working Interest Owner:	C.M.O. Resources, Inc. 72.50% Colorado-Pacific Petroleum Corporation 27.50%

Pooling Clause on Lease:

Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W½ of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

TRACT V (Cont'd)

Pooling Clause (Cont'd):

part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, or any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from, a well on each and all of the lands within and comprising such operating unit, provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

TRACT V (Cont'd)

Lessor(s):	The Federal Land Bank of Wichita	
Lessee(s) of Record:	Unleased	100%
Date of Lease:	Unleased	
Primary Term:	None	
Basic Royalty Rate:	All	
Description of Land Committed:	SW¼ of Sec. 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado	
Number of Acres:	40.00 net; 160.00 gross	
Name and Percentage of Each Working Interest Owner:	Unleased	100%

Attached to and made a part of that certain Pooling Agreement dated September 6, 1982, embracing the W $\frac{1}{2}$  of Section 36, Township 12 South, Range 98 West, 6th P.M., Mesa County, Colorado.

RECAPITULATION

<u>Tract Number</u>	<u>Number of Acres Committed</u>	<u>Percentage of Interest In Committed Area</u>
I	80.00	25.00%
II	40.00	12.50%
III	2.00	.63%
IV	38.00	11.87%
V	<u>160.00</u>	<u>50.00%</u>
	320.00	100.00%