



DETERMINATION – APPROVAL – CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior, under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer, of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest.
- B. Approve the attached communitization agreement covering: Lots 1, 2, 3, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21, T. 32 N., R. 6 W., La Plata County, Colorado, as to natural gas and associated liquid hydrocarbons producible from the Fruitland Coal formation. This approval will become invalid *ab initio* by the Authorized Officer should then public interest requirements under Section 3105.2-3(e) not be met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.
- D. Approval of this agreement does not warrant or certify that the applicant and other working interest owners thereof hold legal or equitable title to the leases which are committed hereto.

Approved: August 5, 2005


Lucy Bee
Legal Instruments Examiner
Petroleum Management Team

Effective: January 12, 2002

Contract No.: Com. Agr. NMNM104815

Return to: Burlington Resources O+G
P.O. Box 4289
Farmington, Nm 87499

**COMMUNITIZATION AGREEMENT
ALLISON UNIT COM #149**

Contract Number: NMNM-104815

THIS AGREEMENT, entered into as of the date set forth in paragraph 10 herein, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

W I T N E S S E T H:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

WHEREAS, part of the land subject to this agreement has been committed to the "Unit Agreement for the Development and Operation of the Allison Unit Area, County of San Juan, State of New Mexico," dated November 15, 1949; the land subject to the terms and conditions of the said Unit Agreement and the "Unit Accounting Agreement Allison Unit Area, County of San Juan, State of New Mexico," dated June 1, 1978, being described as follows, to-wit:

Township32 North, Range 6 West N.M.P.M.
Section 21: Lots 1, 2, & 3; S/2 NE/4, SE/4 NW/4
La Plata County, Colorado (216.23 acres, more or less)

WHEREAS, part of the land subject to this agreement has not been committed to the "Unit Agreement for the Development and Operation of the Allison Unit Area, being described as follows, to-wit:

Township 32 North, Range 6 West N.M.P.M.
Section 21: N/2 NE/4, NE/4 NW/4
La Plata County, Colorado (120.00 acres, more or less)

WHEREAS, BURLINGTON RESOURCES OIL & GAS COMPANY LP, in its capacity as Unit Operator under the above described Unit Agreement for the Allison Unit Area, and representing the various interest owners of the "Unit Agreement for the Development and Operation of the Allison Unit Area, County of San Juan, State of New Mexico," dated November 15, 1949, executed this Agreement in such capacity.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 32 North, Range 6 West N.M.P.M.
Section 21: Lots 1, 2, & 3; NE/4, E/2 NW/4
La Plata County, Colorado

- containing **336.23** acres, more or less, and this agreement shall include only the **Fruitland Coal Formation** underlying said lands and the natural gas and associated liquid hydrocarbons, hereinafter referred to as "communitized substances", producible from such formation.
2. Attached hereto, and made a part of this agreement for all purposes, are Exhibits "A" and "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four executed copies of a designation of successor operator shall be filed with the Authorized Officer.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the communitized area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any non-communitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is JAN 12 2002, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is

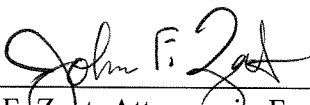

earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto, and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

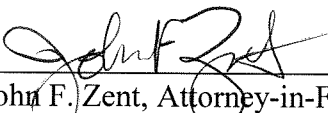

**BURLINGTON RESOURCES OIL & GAS COMPANY LP,
BY: BROG GP Inc., its sole GENERAL PARTNER
AS OPERATOR OF THE ALLISON UNIT**

Date: 2.13.2001

By:  
John F. Zent, Attorney-in-Fact

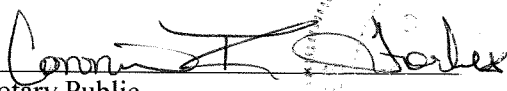
**BURLINGTON RESOURCES OIL & GAS COMPANY LP,
BY: BROG GP Inc., its sole GENERAL PARTNER
AS OPERATOR OF THE NON ALLISON UNIT**

Date: 2.13.2001

By:  
John F. Zent, Attorney-in-Fact

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

The foregoing instrument was acknowledged before me this 13 day of February, 2001, by John F. Zent, Attorney-in-Fact of BURLINGTON RESOURCES OIL & GAS COMPANY LP, a Delaware limited partnership, for and on behalf of said corporation.


Notary Public

My Commision Expires:

6-22-2001

EXHIBIT "A"

Plat of Communitized Area covering:
Sec. 21, Township 32 North, Range 6 West, N.M.P.M.
La Plata County, Colorado

Allison Unit Com #149 Well Fruitland Coal Formation

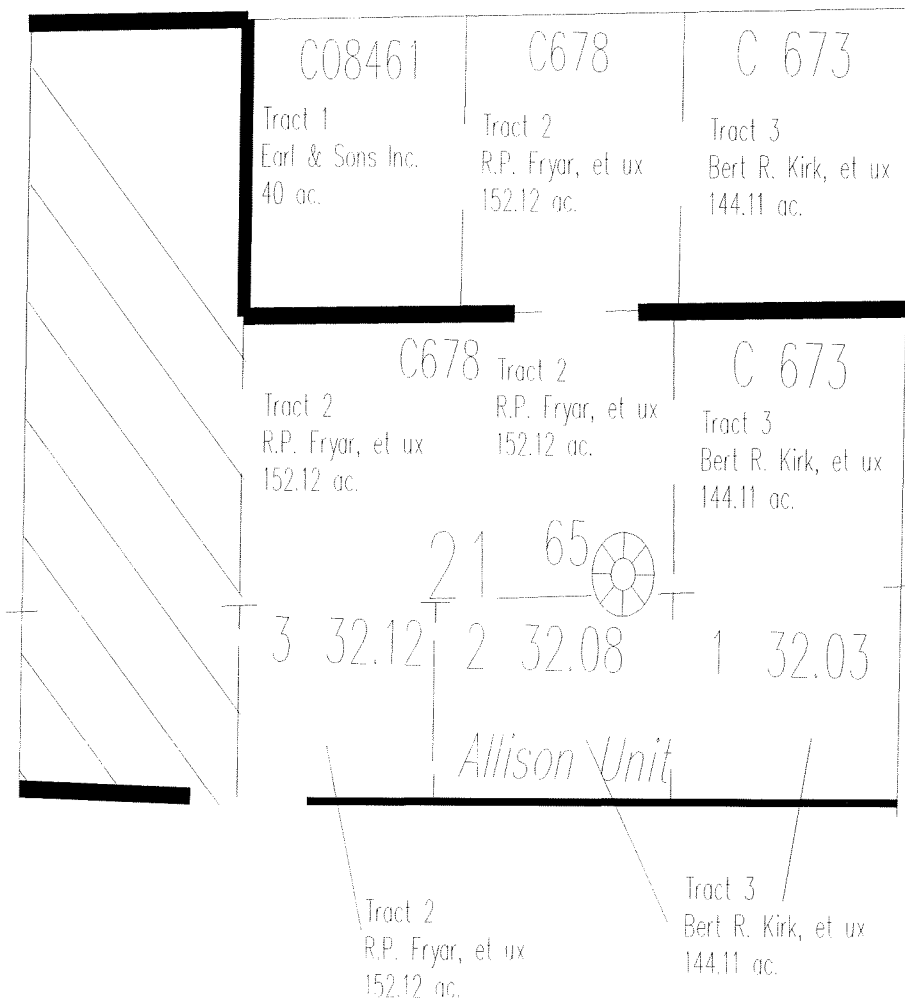


EXHIBIT "B"

To Communitization Agreement dated _____, embracing the following described land in La Plata County, Colorado, to wit:

DESCRIPTION OF LEASES COMMITTED

Tract 1

Lease Serial Number:	Fee
Lease Date:	August 14, 1987
Lessor:	Earl & Sons Inc.
Original Lessee:	Tiffany Gas Company
Present Lessee of Record:	100% - Burlington Resources Oil & Gas Company LP
Description of Non Committed Land:	<u>Township 32 North, Range 6 West, N.M.P.M.</u> Section 21: NE/4 NW/4 La Plata County, Colorado Containing 40.00 acres, more or less
Royalty Rate:	12.50%
Name and Percentage of Working Interest Owners:	100% - Burlington Resources Oil & Gas Company LP
Recording Information:	N/A
BR Lease Number:	CO 8461-220 (LIS #21533900)

Tract 2

Lease Serial Number:	Fee
Lease Date:	June 25, 1948
Lessor:	R P Fryar, et ux
Original Lessee:	J.D. Long
Present Lessee of Record:	100% - Burlington Resources Oil & Gas Company LP (Ashdla LLC)
Description of Land Committed:	<u>Township 32 North, Range 6 West, N.M.P.M.</u> Section 21: SW/4 NE/4, SE/4 NW/4, Lot 3 La Plata County, Colorado Containing 112.12 acres, more or less
Name and Percentage of Working Interest Owners:	100% - Burlington Resources Oil & Gas Company LP (Ashdla LLC)
Description of Non Committed Land:	<u>Township 32 North, Range 6 West, N.M.P.M.</u> Section 21: NW/4 NE/4 La Plata County, Colorado Containing 40.00 acres, more or less
Name and Percentage of Working Interest Owners:	100% - Burlington Resources Oil & Gas Company LP (Ashdla LLC)
Royalty Interest Rate:	12.50%
Recording Information:	San Juan County, NM, Book 268, Page 598
BR Lease Number:	CO 678-300 (LIS #21524300)

Tract 3

Lease Serial Number: Fee

Lease Date: June 25, 1948

Lessor: Bert R. Kirk, et ux

Original Lessee: J.D. Long

Present Lessee of Record: 100% - Burlington Resources Oil & Gas Company LP
(Ashdla LLC)

Description of Lands Committed: **Township 32 North, Range 6 West, N.M.P.M.**
Section 21: SE/4 NE/4, Lots 1 & 2
La Plata County, Colorado
Containing 104.11 acres, more or less

Name and Percentage of Working Interest Owners: 100% - Burlington Resources Oil & Gas Company LP
(Ashdla LLC)

Description of **Non** Committed Land: **Township 32 North, Range 6 West, N.M.P.M.**
Section 21: NE/4 NE/4
La Plata County, Colorado
Containing 40.00 acres, more or less

Name and Percentage of Working Interest Owners: 100% - Burlington Resources Oil & Gas Company LP
(Ashdla LLC)

Royalty Interest Rate: 12.50%

Recording Information: San Juan County, NM, Book 268, Page 596

BR Lease Number: CO 673-300 (LIS #21523800)

RECAPITULATION

<u>Tract Number</u>	<u>Number of Acres Committed</u>	<u>Percentage of Interest In Communitized Area</u>
1	40.00	11.8966183%
2	152.12	45.2428397%
3	144.11	42.8605420%
TOTAL	336.23	100.000000%