



November 24, 2015

Colorado Oil and Gas Conservation Commission
1120 Lincoln St., Suite 801
Denver, CO 80203

RE: Certification of Compliance with Rule 306.e.5

Rasmussen 19H-M268 Well and Facilities Pads
SWSW Section 19, Township 2N Range 68W
Weld County, CO

To Whom It May Concern:

Encana Oil and Gas (Encana) hereby certifies compliance with the meeting requirements of rule 306.e. The surface owner is the only building unit owner within a setback. Per our Surface Use Agreement, the surface owner of the site, has waived any and all notices required by the COGCC relating to or arising out of the issuance of a From 2 or 2A, and any notice and/or consultation required under COGCC Rules 305 or 306.

Sincerely,
ENCANA OIL & GAS

A handwritten signature in black ink that reads "Toby Sachen".

Toby Sachen
Regulatory Analyst

Encana Oil & Gas (USA) Inc.
Republic Plaza
370 – 17 Street, Suite 1700
Denver, Colorado
United States 80202

t 303.623.2300
f 303.623.2400

Wellsite during drilling and completions of the Wells, and to the Facilities Area during production of the Wells. The Utility Easement shall be Fifteen feet (15') in width. Owner reserves the right to use and occupy the Utility Easement for any purpose consistent with the rights and privileges above granted so long as such use does not interfere with or endanger any of Encana's facilities therein or use thereof and such use complies with all applicable laws, rules, regulations, and codes including those applicable to electrical utility lines. Owner shall defend, indemnify, and hold harmless Encana for any harm or claims arising out of Owner's use of the Utility Easement. Following installation of the utilities, Encana shall, to the extent reasonably practical, restore the surface along the Utility Easement to its original level and condition.

- C. Separate the top soil at the time of excavation so that the top soil and subsurface soil may be placed back in proper order as nearly as possible.
- D. Reclaim the Wellsite and Temporary Completions Area as nearly as practicable to its original condition and, if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three (3) months following drilling and subsequent related operations, unless Encana and Owner mutually agree to postponement because of crop or other considerations.
- E. Use its best efforts to keep the area around the Wells and Facilities Area free of weeds and debris.


- 10. Owner waives the minimum thirty day written notice requirement described in the Notice Letter provided by Encana to Owner.
- 11. Owner agrees to provide such other written approvals and waivers which are reasonably requested by Encana and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill Wells or to conduct oil and gas operations on the Wellsite that are needed because of any law or regulation, including any local ordinance and regulations of the COGCC.
- 12. Notwithstanding the foregoing, Owner hereby agrees to waive any and all notices required by the COGCC relating to or arising out of an issuance of an Application for Permit to Drill (Form 2), Oil and Gas Location Assessment (Form 2A), or any notice and/or additional consultation required under COGCC Rules 305 or 306.
- 13. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, and may be executed in counterparts.

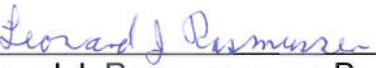
IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

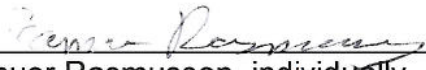
ENCANA OIL & GAS (USA) INC.,
acting by its authorized
agent, Encana Services Company Ltd.

By: 
Jason C. Oates
Senior Manager, Regulatory &
External Stakeholder Relations

OWNERS: Leonard J. Rasmussen, Famuer Rasmussen,
Charles D. Rasmussen and Rasmussen Family Farms LLP

By: 
Leonard J. Rasmussen, individually and as
Authorized representative for Rasmussen Family
Farms LLP

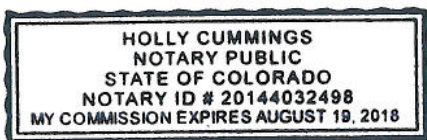
By: 
Leonard J. Rasmussen, as Power of Attorney
For and on behalf of Charles D. Rasmussen

By: 
Famuer Rasmussen, individually

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of September, 2014, by Jason C. Oates, Senior Manager, Regulatory & External Stakeholder Relations of Encana Services Company, Ltd., authorized agent for Encana Oil & Gas (USA) Inc., a Delaware corporation.
Witness my hand and official seal.

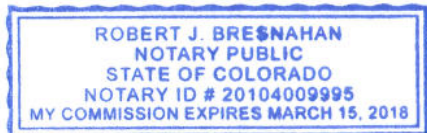


Holly Cummings
Notary Public
My Commission Expires: 8/19/18

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 15 day of September, 2014, by Leonard J. Rasmussen, individually, as Power of Attorney for Charles D. Rasmussen and as authorized representative for Rasmussen Family Farms LLP.

Witness my hand and official seal.

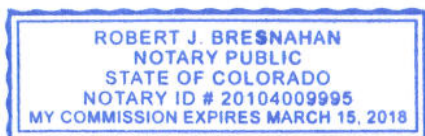


[Signature]
Notary Public
My Commission Expires: 3/15/2018

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 15 day of September, 2014, by Famuer Rasmussen, individually.

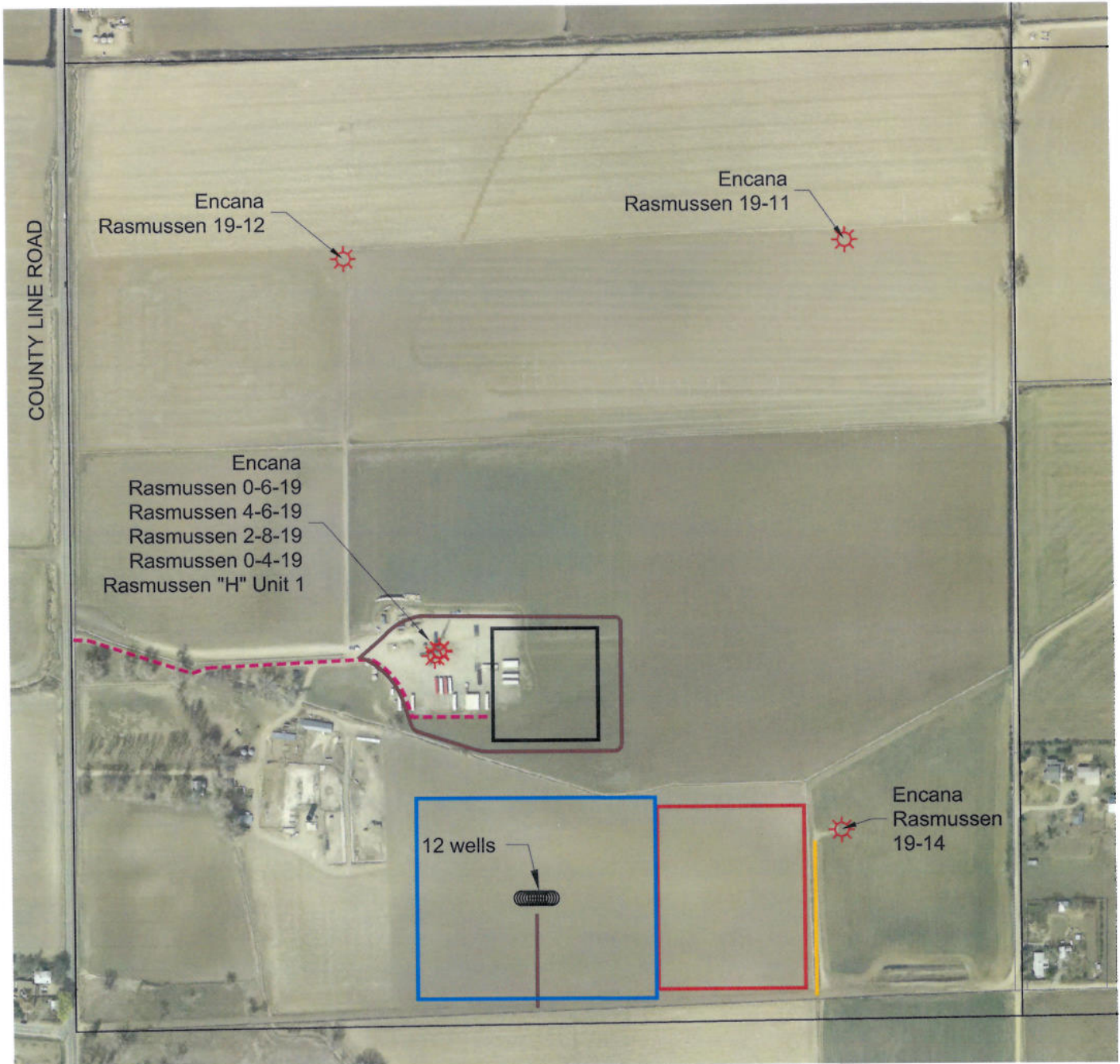
Witness my hand and official seal.



[Signature]
Notary Public
My Commission Expires: 3/15/18

EXHIBIT "A"

Attached hereto and made part hereof that certain Surface Damage and Release Agreement dated the 15 of September, 2014, by and between Leonard J. Rasmussen, Famuer Rasmussen, Charles Rasmussen and Rasmussen Family Farms LLP, "Owner" and Encana Oil & Gas (USA) Inc., "Encana" covering the below described lands.



-  Existing Access
-  Access Roads
-  Electric easement
-  Wellsite
-  Temporary Completions Area
-  Facilities Area

encana

TOWNSHIP 2 NORTH, RANGE 68 WEST

SECTION 19: SW 1/4

WELD COUNTY, COLORADO

SCALE: 1" = 400'

SEPTEMBER 16, 2014