RIGHT-OF-WAY AND EASEMENT AGREEMENT
(Access Road)

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") made this ____ day of _____, 201~~_~~ 4, is by and between BEEBE DRAW FARMS AUTHORITY~~_____~~ with an address of 6025 S. Lima Street, Englewood, Colorado 80111 ~~_____~~ ("Grantor"), and Encana Oil & Gas (USA) Inc., with an address of 370 17th Street, Suite 1700, Denver, Colorado 80202 ("Grantee"). The parties agree as follows:

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, and conveys ~~and warrants~~ unto Grantee, its successors and assigns, a perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, ~~change~~ reduce the size of, reconstruct, monitor, abandon or remove, at Grantee's election, an access road, in, on, over, under, across or through the lands situated in ~~_____~~ Weld County, Colorado, being generally described as follows and more specifically described on the attached Exhibit "A" ~~(the "Easement")~~:

[INSERT PROPERTY DESCRIPTION]

Comment [KKG1]: Need Exhibit A legal description

The specific route and course of the centerline of the Easement is more particularly described on the attached Exhibit "~~A~~Exhibit "B" "(the "Easement"). The Easement shall extend fifteen (15) feet on each side of the centerline for a total width of thirty (30) feet (the "Easement Lands"). During construction, maintenance, repair and/or replacement of the access road, the Easement and Easement Lands shall extend an additional 5 feet on each side for a temporary width of forty (40) feet.

Comment [KKG2]: Need Exhibit B (Encana is surveying)

~~Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Easement Lands and has full right, power and authority to grant the Easement.~~ If Grantor defaults under any mortgage, tax or other lien affecting the Easement Lands, Grantee shall have the right, but not the obligation, in its sole discretion, to discharge or redeem for Grantor, in whole or in part, any such lien and be subrogated to such lien and related rights.

Grantee ~~may~~ shall only use the Easement to access oil and gas interests held by Grantee for drilling, completing, producing, maintaining and similar operations. Grantee shall repair and/or restore any fence on or adjacent to the Easement Lands removed or severed by Grantee in the course of the operations provided for in this Agreement. Grantee shall maintain and keep said access road in good order and repair and shall control all noxious weeds along said road all at the sole cost and expense of Grantee. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates, cattle guards, or fences.

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of the Easement, ~~including but not limited to, the right of ingress and egress over and across Grantor's lands lying adjacent to the Easement Lands to and from the Easement for any and all purposes necessary and incidental to exercising Grantee's rights under this~~

~~Agreement. Grantee's right of ingress and egress over and across Grantor's adjacent lands shall include the right, but not the obligation, to place suitable road building materials upon, and install culverts underneath roadways to facilitate Grantee's use of the Easement.~~ Grantee shall have the right to clear trees, undergrowth, and brush, ~~structures, and any other items~~ on the Easement Lands ~~and adjacent lands~~ to the extent Grantee deems necessary in the exercise of the rights granted in this Agreement. Grantee shall not be liable for damages caused by keeping the Easement clear of trees, undergrowth, brush, structures, or any other obstructions.

Grantor shall have the right to use and enjoy the Easement Lands, subject to the rights granted in this Agreement; provided, however, Grantor agrees not to build, create, or construct any obstruction, building, fence, ~~landscaping,~~ reservoir, engineering works or other structures or improvements over, under, on or across the Easement Lands without prior written consent of Grantee which consent shall not be unreasonably withheld. Grantor shall have the right to cross the Easement Lands for purposes of a developing and maintain a trail system; provided that such crossings are made at an angle of between 60 degrees and 90 degrees and do not unreasonably interfere with Grantee's use of the Easement Lands set forth in this Agreement. Unless stated otherwise in this Agreement, Grantor shall also have the right to install and maintain easements that are adjacent to the Easement Lands identified herein, for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines reasonably required for residential development of the Property; provided said roadways, utilities, and easements do not interfere with Grantee's rights granted in this Agreement.

The consideration received by Grantor for this Easement shall constitute payment in full by Grantee for the Easement and the use, installation, construction, operation, maintenance and repair of the Easement and any associated damages. If by reason of Grantee's operations, there is damage to Grantor's property caused by the negligence of Grantee or an unreasonable use of the Easement Lands by Grantee that is not associated with reasonable and normal use, installation, construction, operation, maintenance and repair of the Easement and/or is not otherwise permitted under this Agreement, such damage shall be repaired or replaced by Grantee or Grantee shall promptly pay Grantor for such damage.

Grantee, for itself and its successors, assigns, servants, agents, contractors, employees, licensees and invitees, hereby agrees to and shall indemnify and hold Grantor and its successors and assigns, harmless from and against all claims, causes of action, liabilities, damages, costs, expenses and professionals' fees for damage to property or injury to persons arising out of the survey, construction, maintenance, inspection, operation, repair, replacement, modification, reconstruction, monitoring, abandonment, removal, and use of said road by Grantee and its successors, assigns, servants, agents, contractors, employees, licensees and invitees.

Effective upon Grantee's use of the Easement, Grantee and its successors and assigns hereby quitclaims and releases unto Grantor and its successors and assigns, and agrees to permanently abandon, all prior access roads and prior rights-of-way and easements within the Exhibit A property not designated as the Easement granted in this Agreement. Grantee shall sign any and all documents as requested by Grantor to effectuate said releases. Grantee shall restore and reclaim the surface of the prior roads, rights-of-way and easements as nearly as practicable

and permissible to their condition and contour existing prior to the Grantee's use thereof, including but not limited to, removal of road base, gravel, and barrow pits.

This Agreement cannot be modified, except in writing signed by Grantor and Grantee. This Agreement may be terminated at any time by an instrument executed for such purpose and signed by the parties.

It is specifically understood and agreed that this Easement shall remain in force for as long as Grantee is engaged in operations associated with drilling, completing, operating and producing wells for oil and gas upon the Exhibit A property, after which time the easement shall be deemed abandoned. Thereafter, all right, title and interest in and to the Easement described herein shall immediately revert to the Grantor, its successors or assigns.

This Agreement shall automatically terminate upon the non-use by Grantee, its successors, assigns, servants, agents, contractors, employees, licensees and invitees for oil and gas exploration, operation and production activities that occurs for a continuous period of three (3) months.

Upon termination of the Agreement, Grantee shall restore and reclaim the surface of the Easement Lands, as nearly as practicable and permissible, to its condition and contour existing prior to the granting of the Easement, including but not limited to, removal of road base, gravel, and barrow pits.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns forever. ~~Grantor does hereby covenant and bind itself, and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Easement unto Grantee, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.~~ The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall inure to the benefit of and be binding upon the parties and their successors and assigns.

This Grant may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:
BEEBE DRAW FARMS AUTHORITY
~~[NAME OF GRANTOR~~]

By:_____
Name:_____
Title:_____

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

By:_____
Name:_____
Title:_____

ACKNOWLEDGEMENTS

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, 4, by _____, _____ of BEEBE DRAW FARMS AUTHORITY, a _____, on behalf of said _____.

Witness my hand and official seal.

_____
Notary Public Name:_____
My Commission Expires:_____

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_4 by _____, Encana Services Company Ltd., as authorized agent of Encana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

_____
Notary Public Name:_____
My Commission Expires:_____