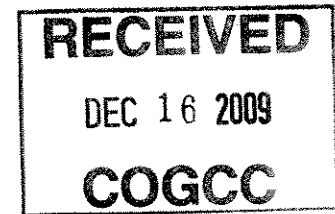




SURFACE USE AGREEMENT



THIS SURFACE USE AGREEMENT ("Agreement") is made and entered into October 10, 2009, by and between Beebe Draw Farms Metropolitan District No. 2, c/o Christine Hethcock, 6025 South Lima Street, Englewood, Colorado, 80111 ("Surface Owner"), and EnCana Oil & Gas (USA) Inc., 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Exhibit B attached hereto describes certain terms and conditions pursuant to which EnCana anticipates drilling the Aristocrat Angus 6-4-8 Well on a drillsite within the NE/4NE/4 of Section 8, Township 3 North, Range 65 West, 6th P.M., Weld County, Colorado (the "Property") that are depicted on Exhibit A attached hereto ("Well"). EnCana and Surface Owner have agreed that EnCana will pay Surface Owner [REDACTED] for the drillsite prior to the commencement of drilling operations on the drillsite, said payment to be made not less than five (5) days prior to the commencement of drilling operations. In consideration of such payment and in consideration of the covenants and obligations set forth herein, EnCana and Surface Owner agree as follows:

1. Said payment constitutes the full and entire consideration to be paid by EnCana for the use of the surface and all damages (except as provided in paragraph 2 hereof) to the land associated with the drilling, testing, completion, and connection of the Well to be located on the Property. The payment is for all damages to the Property, including, but not limited to, damages to growing crops, sod, damage to croplands, removal, transportation and care of livestock, construction of the access road shown on Exhibit A preparation and use of the drillsite area, preparation and use of reserve pits, and construction, installation, and maintenance of production equipment and the associated facilities shown on Exhibit A, such as flowlines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil, gas and other materials produced by or used for production of oil and/or gas from the Well.

2. If, by reason of EnCana's operations, there is damage to personal property located on the Property or if there is damage to the Property caused by the negligence of EnCana or by an unreasonable use of the Property by EnCana that is not associated with reasonable and normal drilling, testing, completion, recompletion, reworking, re-entry, pumping, production and maintenance operations, such as damage to structures, fences, culverts and cement ditches, such damage shall be repaired or replaced by EnCana or EnCana shall promptly pay Surface Owner for such damage.

3. With respect only to the subject matter of paragraph 1 above, Surface Owner agrees to indemnify and hold EnCana harmless from all claims, demands, liability and actions against EnCana by any other surface owner, surface tenant or occupant of the Property arising out of damage by EnCana to the Property or growing crops thereon caused by the operations contemplated by paragraph 1 above asserted by any such other surface owner, surface tenant or occupant. Surface Owner may allocate the payments made hereunder with any surface owner, surface tenant or occupant as they shall mutually determine between themselves and EnCana shall have no liability therefor.

4. Surface Owner shall have no liability for the release or discharge by EnCana, its employees, contractors, licensees, invitees, or agents, of oil, gas or any other substance on or under the Property. EnCana shall have no liability for any such release or discharge caused in whole or in part by Surface Owner, Surface Owner's tenant, licensees, invitees, or agents. EnCana shall indemnify and hold Surface Owner harmless from and against any and all damages or injuries to persons or property caused by the willful act or negligence of EnCana or its employees, contractors, licensees, invitees and agents or not associated with reasonable, prudent and normal drilling, testing, completion and connection of the Well or any other operations on the Property, including all costs and expenses (including reasonable attorneys' fees) incurred by Surface Owner.

5. EnCana shall conduct all operations and activities on the Property as would a prudent operator, and in compliance with all applicable laws and regulations including, without limitation, the regulations of the Colorado Oil and Gas Conservation Commission in the 800 – 1100 series which are incorporated herein by this reference. Subject to paragraph 7 hereof, this Agreement constitutes written consent of Surface Owner for EnCana to proceed with the drilling, testing, completion, connection of the Well to be located on the Property. This Agreement also constitutes Surface Owner's written acknowledgment that EnCana has complied with Rules 305b. and 305c. of the Colorado Oil and Gas Conservation Commission, Surface Owner's written waiver of the "thirty day notice," "irrigation notice," and "reclamation notice" requirements set forth in Rule 305 and Surface Owner's written acknowledgment that EnCana has complied with the consultation requirements set forth in Rule 306. EnCana shall not object in any forum to a request by Surface Owner to use, annex, zone, rezone, plat or replat all or any portion of the Property, except to the extent such request is inconsistent this Agreement, and this Agreement constitutes EnCana's written waiver of any such objection.

6. Except as provided in paragraphs 2, 4 and 5 hereof, Surface Owner, for itself, and its successors and assigns, does hereby, release, relinquish and discharge EnCana, its successors and assigns from all claims, demands, damages and causes of action, past, present and future, that Surface Owner may have by reason of the occupancy of the Property and for the drilling of the Well on the Property and Surface Owner accepts the above payment as full compensation therefor.

7. Surface Owner represents that the location of the drillsite and the associated facilities depicted on Exhibit A will not require Surface Owner to modify the Master Plan for the Property. EnCana shall provide to Surface Owner, at EnCana's sole expense, three (3) copies of an as built survey prepared and certified by a licensed surveyor that identifies the location of the Well and all associated facilities as soon as the same is available, but no later than seven (7) months after the date of this Agreement. If the Well (or any associated facility) are not located where it has been depicted on Exhibit A and Surface Owner is required to change the Master Plan with respect to the location or configuration of any lot, street, utility easement, greenbelt area, common area or any other aspect of the Master Plan because of such mislocation, EnCana shall indemnify and hold Surface Owner harmless for any and all costs it incurs, change the Master Plan, and/or to otherwise mitigate the mislocation, including attorneys fees; provided that any mislocation that is less than three (3) feet shall be conclusively deemed to be inconsequential and shall not be subject to the foregoing indemnity.

8. EnCana shall have access to the Property only on such roads and routes as are depicted on Exhibit A. Surface Owner may, from time to time, alter the access roads and routes subject to the reasonable satisfaction of EnCana. EnCana's access shall be limited in scope and duration to activities reasonably necessary for the safe and prudent operation and maintenance of the Well and associated facilities in accordance with this Agreement and applicable laws and regulations, except that in the event of an emergency, EnCana shall have immediate and unrestricted access to the Property. EnCana shall not construct any roads on the Property without the written consent of Surface Owner. EnCana shall repair, regrade, and maintain all roads, fences and gates it uses, from time to time, as may be necessary to mitigate the impact of EnCana's uses on the quality of such roads, fences and gates.

9. Surface Owner agrees to keep confidential this Agreement and all negotiations leading up to or relating to this Agreement. Surface Owner shall not copy or distribute this Agreement or disclose the substance hereof or the nature of such negotiations to others outside of EnCana unless required to do so by law. Provided, however, Surface Owner will provide a copy of this Agreement to any potential successor or assign of Surface Owner prior to the closing of any sale of all or any portion of the Property and may provide copies hereof in support of any application to use, annex, zone, rezone, plat or replat all or any portion of the Property or other lands included in the master plan for the Beebe Draw Farms Subdivision.

10. In the event of any dispute regarding the rights or obligations of the parties hereunder, the prevailing party shall be entitled to reimbursement for the reasonable expenses, including expert witness and attorneys' fees, it has incurred.

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement amends and supersedes all prior negotiations and agreements between the parties (and their predecessors in interest) with respect to the subject matter hereof insofar as it relates to the Property, including, without limitation, the Surface Damage Agreement dated August 7, 1989, between Beebe Draw Farms, Ltd. and North American Resources Company, Tower Energy Corporation and Coors Energy Company which shall remain binding on the parties hereto to the extent of the interests owned by them in the lands and leases covered thereby which are not within the Property.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

13. This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one in the same instrument.

Agreed to and accepted the day and year first above written.

ENCANA:

ENCANA OIL & GAS (USA) INC.

By: 

Ricardo D. Gallegos, Attorney-in-Fact 

SURFACE OWNER:

BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 2

By: 

Name: Christine Hethcock

Title: Manager

Tax ID #: 84-1522454

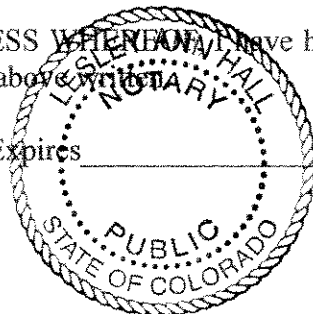
ACKNOWLEDGMENTS

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

On this 1st day of December, 2009, before me personally appeared Ricardo D. Gallegos who executed the within and foregoing instrument as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc. on behalf of the corporation, and acknowledged the instrument to be the free and voluntary act and deed of the corporation for the uses and purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires _____



My Commission Expires 11/30/2011

Notary Public: Deby Ann Hall

(SEAL)

STATE OF COLORADO)
)ss
COUNTY OF Arapahoe)

On this 10th day of October, 2009, before me personally appeared Christine Hethcock, who executed the within and foregoing instrument as Manager of Beebe Draw Farms Metropolitan District No. 2 and acknowledged the instrument to be a free and voluntary act and deed for the uses and purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires 06/30/2013

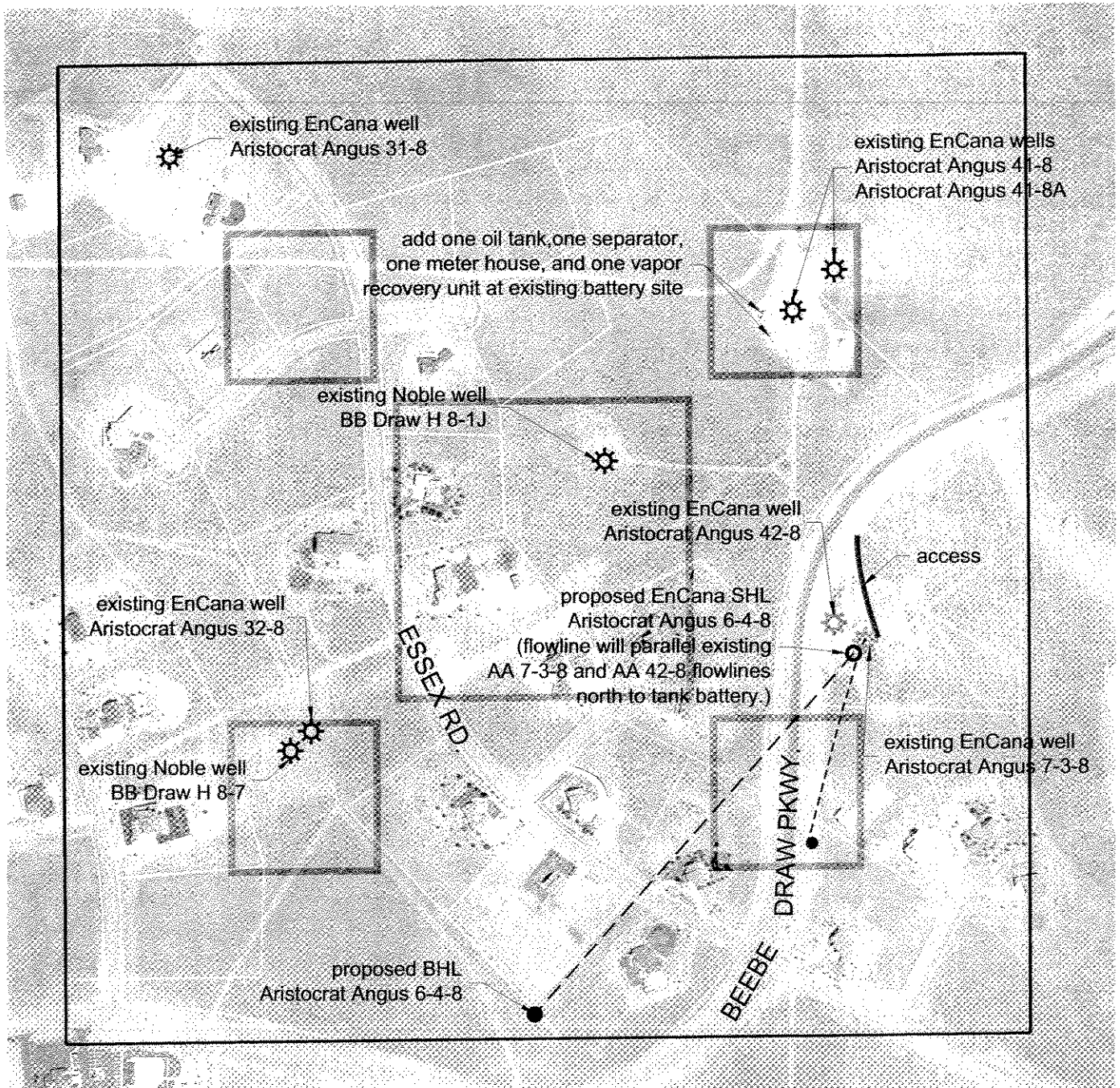
Notary Public: [Signature]

Address: 2032 Ivy St
Denver CO
80207

(SEAL)

EXHIBIT "A"

Attached to and by this reference made part of that certain Surface Damage and Release Agreement
dated October 10, 2009, by and between
Beebe Draw Farms Metropolitan District No. 2 and EnCana Oil & Gas (USA) Inc.



ENCANA

EnCana Oil & Gas (USA) Inc.

TOWNSHIP 3 NORTH, RANGE 65 WEST
SECTION 8: NE $\frac{1}{4}$

WELD COUNTY, COLORADO

SCALE: 1" = 400'

SEPTEMBER 21, 2009

EXHIBIT "B"

Attached to and by reference made a part of that certain Surface Use Agreement dated October 10, 2009, by and between EnCana Oil & Gas (USA) Inc., as "EnCana," and Beebe Draw Farms Metropolitan District No. 2, c/o Christine Hethcock, as "Surface Owner," covering the following lands:

Township 3 North, Range 65 West, 6th P.M.

Section 8: NE1/4NE1/4

The Aristocrat Angus 6-4-8 Well will be drilled from the Aristocrat Angus 42-8 and Aristocrat Angus 7-3-8 Padsite.

1. The drill site shall be located in the NE1/4NE1/4 of Section 8 as shown on Exhibit A according to the governing regulations.
2. Consideration herein shall be for 1 (one) Well and the associated facilities shown on Exhibit B.
3. The Well contemplated herein shall be drilled, completed and connected and all associated facilities shall be installed within two years of the date of this Agreement in accordance with all applicable laws and regulations. All lands disturbed by EnCana shall be restored, recontoured and reseeded in accordance with all applicable laws and regulations. Reseeding of the drillsite and all other disturbed areas will be performed at the first appropriate season following operations by a subcontractor approved by Surface Owner using a blend of grasses approved by Surface Owner, which approval shall not be unreasonably withheld, conditioned or delayed.
4. No tank batteries or other Well or facilities not shown on Exhibit A shall be drilled or installed on the Property.
5. EnCana agrees to be responsible for any alterations needed to existing fences for the purpose of drilling, testing, completing or production of the Well herein proposed.
6. EnCana agrees to bury all flowlines to a depth of forty-eight (48) inches below the surface of the ground.
7. EnCana is authorized to occupy a maximum of three acres for the Well to be drilled on the Property during drilling and completion operations. If EnCana's drillsite occupies more than three acres, it shall pay Surface Owner additional consideration at the rate of Four Hundred Dollars (\$400) per additional acre, proportionately reduced.
8. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.