

**MEMORANDUM OF  
SURFACE DAMAGE AND RELEASE AGREEMENT**

Pursuant to the terms of that certain unrecorded Surface and Damage Use Agreement ("Agreement") dated effective the 15<sup>th</sup> day of April, 2009, between the undersigned, and subject to the conditions set forth therein, EnCana Oil & Gas (USA) Inc. ("EnCana") with an address at 370 17th Street, Suite 1700, Denver, Colorado 80202, and Reynolds Erie Property, LLC ("Owner") a Colorado limited liability limited corporation, with an address of 3874 S. Peach Way, Denver, CO 80237, agreed to the use of the surface for development and for oil and gas operations including construction and maintenance of pipelines and flowlines, surface use and accommodation for directional drilling purposes, and other operations located on the following lands:

Township 1 North, Range 68 West, 6<sup>th</sup> P.M.,  
Section 30: N/2NW/4

Weld County, Colorado

This Memorandum of Surface Damage and Release Agreement is executed by EnCana and Owner and placed of record in Weld County, Colorado for the purpose of placing all persons on notice of the existence of the Agreement. A true and complete copy of the Agreement is available at the offices of EnCana.

In witness whereof this instrument is executed effective the 15<sup>th</sup> day of April, 2009.

**ENCANA OIL & GAS (USA) INC.**

By: \_\_\_\_\_  
Ricardo D. Gallegos, Attorney-in-Fact

**REYNOLDS ERIE PROPERTY, LLC**

By: Jack D. Feuer, Manager  
Jack D. Feuer, Manager

**MEMORANDUM OF  
SURFACE DAMAGE AND RELEASE AGREEMENT**

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**ENCANA OIL & GAS (USA) INC.**

By:   
Ricardo D. Gallegos, Attorney-in-Fact

**REYNOLDS ERIE PROPERTY, LLC**

By: \_\_\_\_\_  
Jack D. Feuer, Manager

ACKNOWLEDGMENTS

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

On this 15<sup>th</sup> day of April, 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: \_\_\_\_\_



(SEAL)

Notary Public: April Jackson

My Commission Expires 03/25/2013

STATE OF COLORADO )  
 )ss  
COUNTY OF BOULDER )

On this \_\_\_\_ day of April, 2009, before me personally appeared Jack D. Feuer who executed the within and foregoing instrument as Manager on behalf of Reynolds Erie Property, LLC 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: \_\_\_\_\_

(SEAL)

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

ACKNOWLEDGMENTS

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

On this \_\_\_\_ day of April, 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 \_\_\_\_\_

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

(SEAL)

STATE OF COLORADO )  
 )ss  
COUNTY OF BOULDER )

On this 15<sup>TH</sup> day of April, 2009, before me personally appeared Jack D. Feuer who executed the within and foregoing instrument as Manager on behalf of Reynolds Erie Property, LLC 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: 3-17-2013

Notary Public: *Mark A. Miller*

(SEAL)

