

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 26th day of March 2009, by and between Melanie Andrea Borin, a married woman dealing in her sole and separate property, whose address is 6109 Mozart Ct., Citrus Heights, CA 95621 ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of \$1,500 (Damage Amount), multiplied by the total surface acres disturbed. EnCana will pay Owner \$42,000 the time of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner (the "Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.


Melanie Andrea Borin

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

ACKNOWLEDGEMENTS

State of California)
County of) §

see Attachment

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by Melanie Andrea Borin, known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: _____
Notary Public

STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

On this _____ day of _____, 200____, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

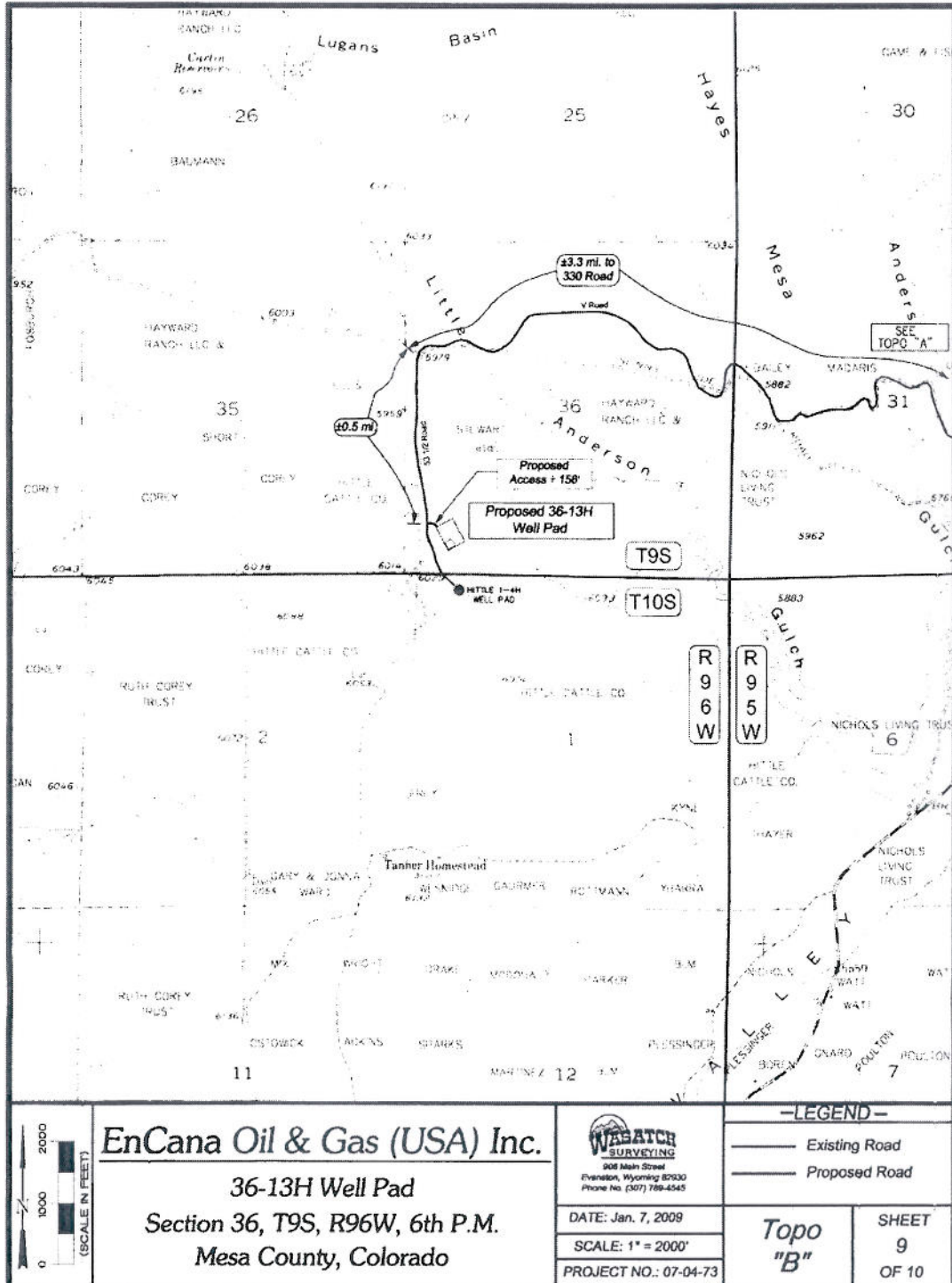
Notary Public: _____

Address: _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Agreement by and between Melanie Andrea Borin, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.
Section 36: W/2



ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On 03/28/09, before me, JA Ryan, a notary public personally appeared Melanie Barin, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

JA Ryan



SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 27th day of March 2009, by and between Sheila K. Brown, whose address is 3021 Twin Creeks Lane, Rocklin, CA 95677, ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of ~~\$1,500 ("Damage Amount")~~ multiplied by the total surface acres disturbed. EnCana will pay ~~Owner \$42,533 at the time of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".~~
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to ~~Owner~~ (the "Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.

Sheila K. Brown
Sheila K. Brown

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

ACKNOWLEDGEMENTS

State of California)
County of placer) §

The foregoing instrument was acknowledged before me this 6th day of March, 2009 by Sheila K. Brown, known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: EXP. SEPT. 28TH 2010.

Margaret A. Canuel
Notary Public



STATE OF COLORADO §
CITY AND COUNTY OF DENVER §

On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

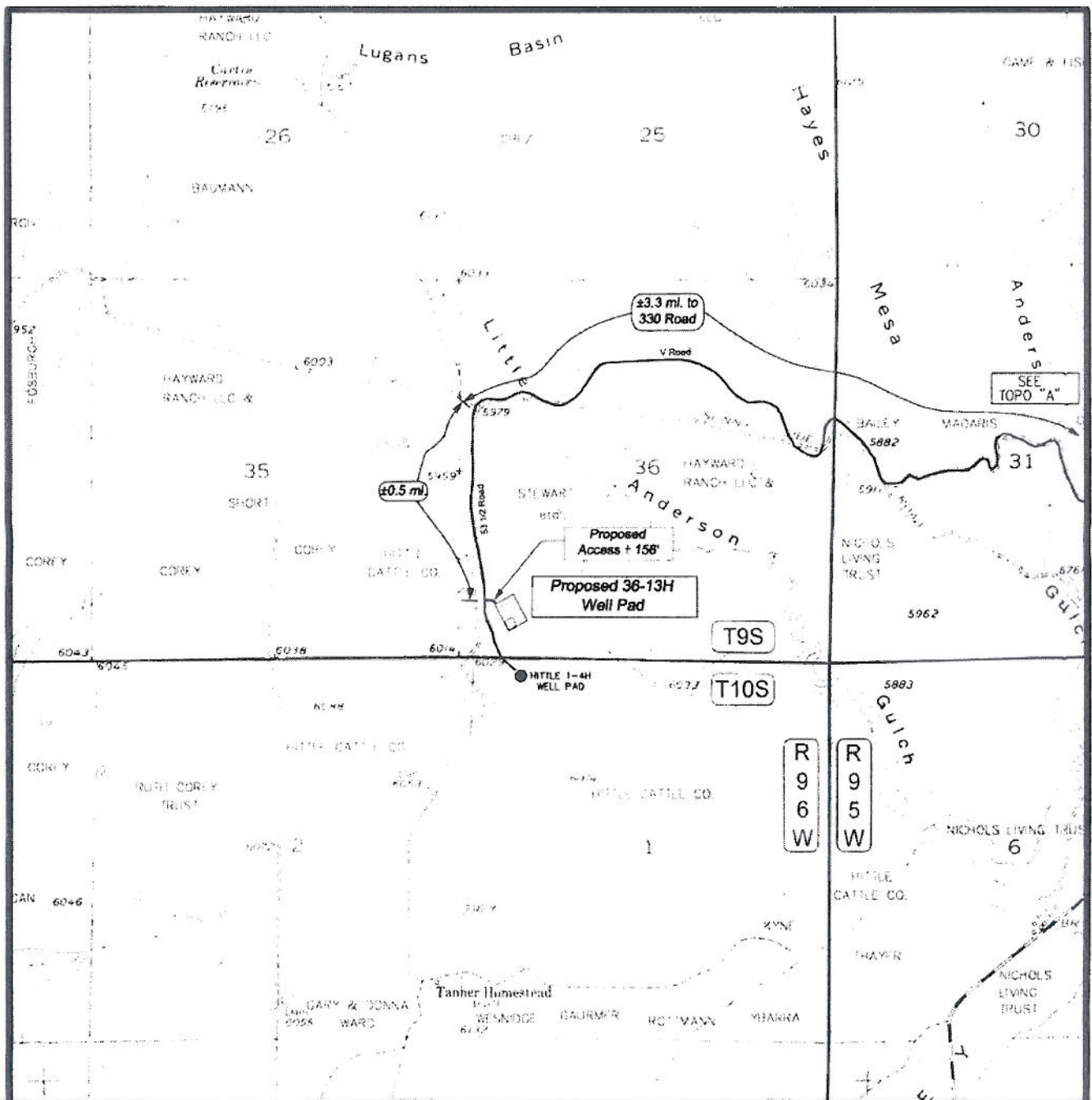
Notary Public: _____

Address: _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Agreement by and between Sheila K. Brown, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.
Section 36: W/2



SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 27th day of March 2009, by and between Linda Suzanne Castiglione & Donald Richard Bowlus, whose address is P. O. Box 978, Trinidad, CA 95570, ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of ~~\$1,500 ("Damage Amount")~~ multiplied by the total surface acres disturbed. EnCana will pay ~~Owner \$42.83 at the time of execution of this Agreement and prior to moving dirt on the pad~~ construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner ~~\$1,500 to be determined by~~ (the "Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.

Linda Suzanne Castiglione
Linda Suzanne Castiglione

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

Donald R Bowlus April 17, 2009
Donald Richard Bowlus

ACKNOWLEDGEMENTS

State of California)
County of) §

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by Linda Suzanne Castiglione and Donald Richard Bowlus, known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same.

WITNESS my hand and official seal.

My Commission Expires: _____

*See attached California
All-Purpose Acknowledgement
dated April 17, 2009*

Notary Public

STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

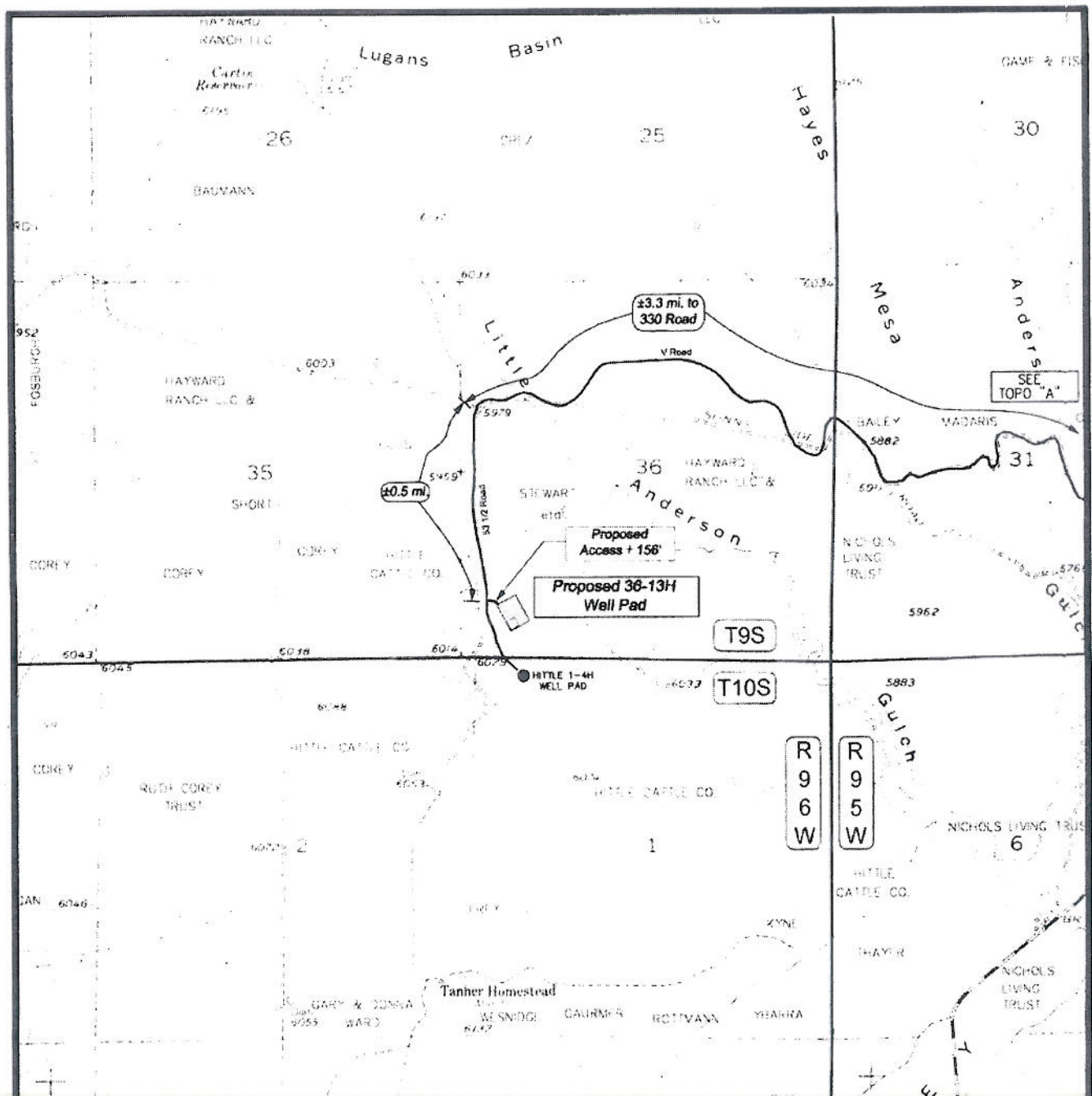
Notary Public: _____

Address: _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Agreement by and between Linda Suzanne Castiglione and Donald Richard Bowlus, husband and wife, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.
Section 36: W/2



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Humboldt

On April 17, 2009

Date

before me,

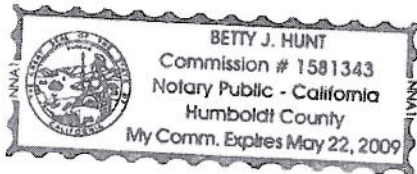
Betty J. Hunt, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Donald L. Bonkus and Linda Suzanne Castiglione

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Betty J. Hunt

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Surface Damage and Release Agreement

Document Date:

April 17, 2009

Number of Pages:

5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 31st day of March 2009, by and between Erin Chappell, whose address is 1920 Berry Court, Dixon, CA 95620 ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of ~~\$1,500 (Damage Amount)~~ multiplied by the total surface acres disturbed. EnCana will pay ~~Owner \$10,000~~ at the time of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner of ~~\$2,500 for each well drilled~~ the "Re-entry Payment".

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
 14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
 15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
 16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
 17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
 18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
 19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.
- IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

OWNER

ENCANA OIL & GAS (USA) INC.

Erin Chappell
Erin Chappell

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

ACKNOWLEDGEMENTS

State of California)
County of Solano) §

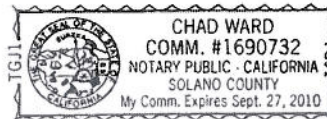
The foregoing instrument was acknowledged before me this 8th day of June, 2009 by Erin Chappell, ~~known to be~~ the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: Sept 27, 2010

[Signature]
Notary Public

STATE OF COLORADO §
CITY AND COUNTY OF DENVER §



On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

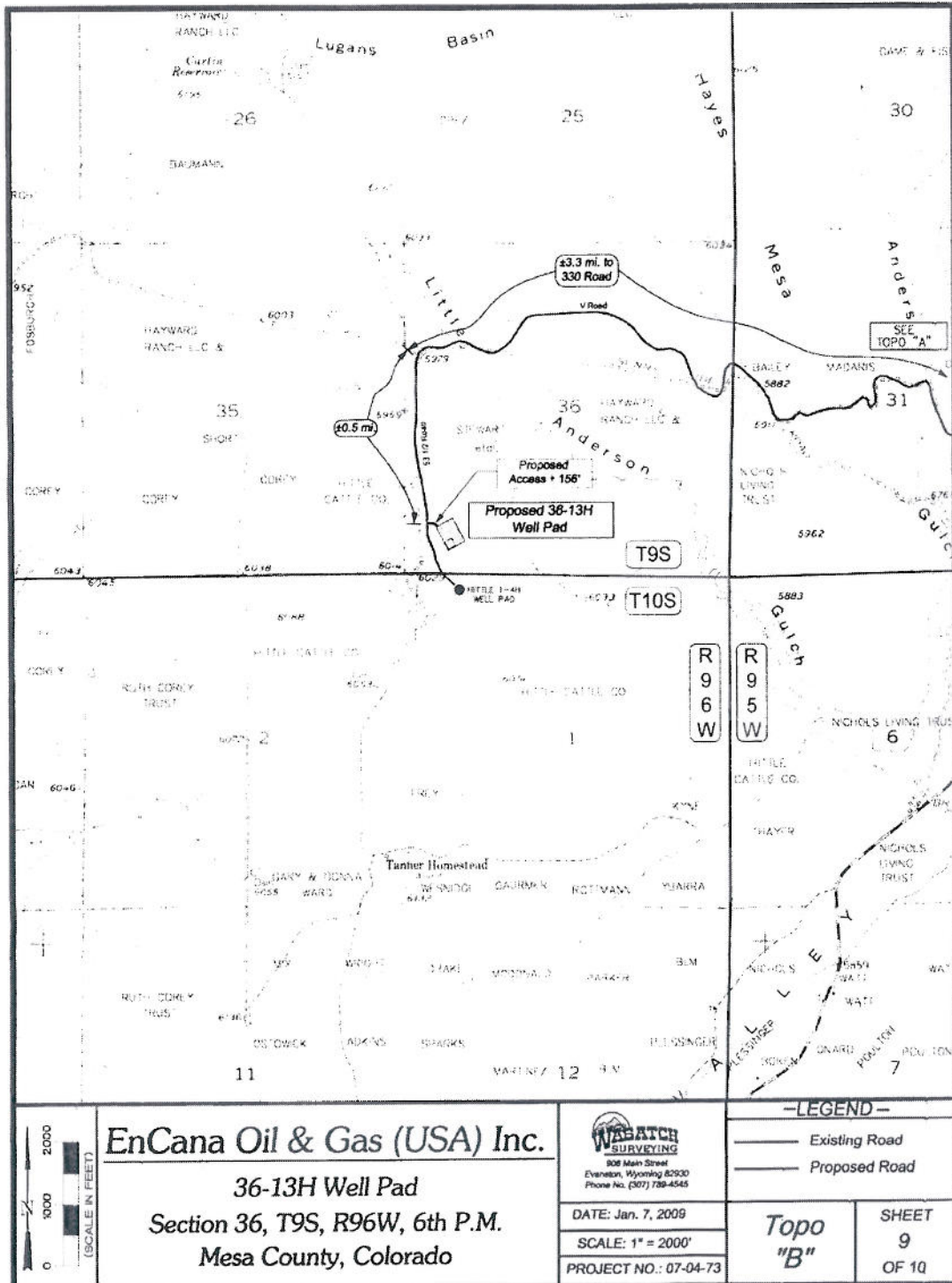
Notary Public: _____

Address: _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Easement by and between Erin Chappell, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.
Section 36: W/2



SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 30th day of March 2009, by and between Suzanne Economou, whose address is 2254 North Street, Redding, CA 96001, ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of \$1,500 ("Damage Amount") multiplied by the total surface acres disturbed. EnCana will pay Owner \$128.50 at the time of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner of \$2,500 for each well drilled (the "Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

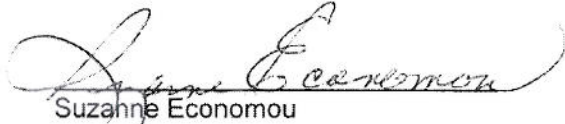
6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.


Suzanne Economou

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

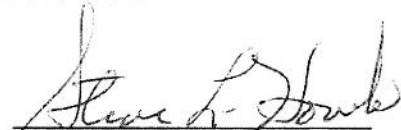
ACKNOWLEDGEMENTS

State of California)
County of Shasta)§

The foregoing instrument was acknowledged before me this 7th day of APRIL, 2009 by Suzanne Economou, known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: 7/16/2012


Notary Public SEE ATTACHMENT.

STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public: _____

Address: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Shasta

On 7/7/2009 before me, Steve L. Howk Notary Public

personally appeared SUZANNA ECONOMOU

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Steve L. Howk



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

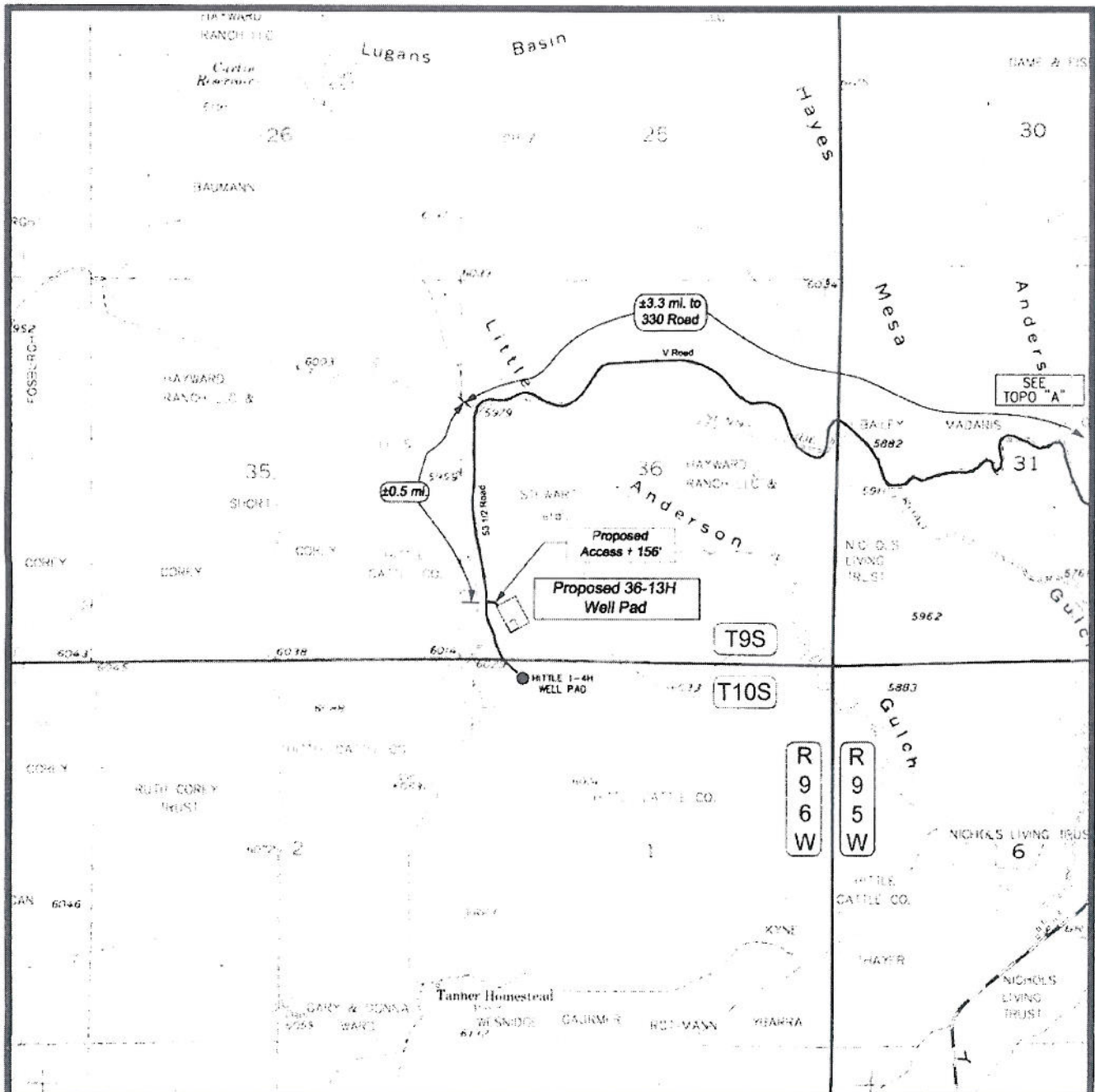
Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Agreement by and between Suzanne Economou, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.
Section 36: W/2



SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 31st day of March 2009, by and between Debra Gieseke, whose address is 2443 South Colorado Blvd., #232, Denver, CO 80222 ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: SWSW

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of \$1,500 ("Damage Amount") multiplied by the total surface acres disturbed. EnCana will pay Owner \$38,250 at the time of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner of \$1,500 ("Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

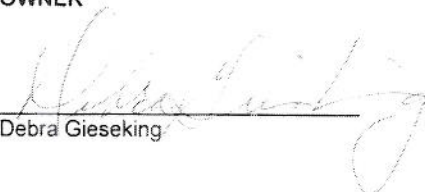
6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that she is the owner of 50% of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.


Debra Giesecking

By: _____

Ricardo D. Gallegos
Attorney-in-Fact

ACKNOWLEDGEMENTS

State of Colorado)
County of Denver) §

The foregoing instrument was acknowledged before me this 24th day of April, 2009 by Debra Giesecking, known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: 2/10/12


Notary Public

STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public: _____

Address: _____

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Easement by and between Debra Gieseke, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

EnCana Oil & Gas (USA) Inc.

PL36SW Well Pad

Section 36, T9S, R96W, 6th P.M.

Mesa County, Colorado

LEGEND

Existing Road

Proposed Road

Topo "B"

SHEET 9 OF 10

DATE: March 31, 2009

SCALE: 1" = 2000'

PROJECT NO.: 08-04-73

WABATCH SURVEYING

906 Main Street
Evanston, Wyoming 82930
Phone No. (307) 789-4545

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 31st day of March 2009, by and between Andrea LaVing, whose address is 22663 Porcupine Ridge Road, Colfax CA 95713, ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of \$1,500 ("Damage Amount") multiplied by the total surface acres disturbed. EnCana will pay Owner \$10,711 at the time of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner of \$1,500 per acre disturbed (the "Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

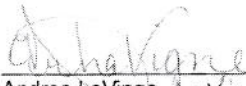
6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.


Andrea LaVigne⁹⁸
LaVigne

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

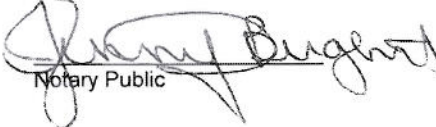
ACKNOWLEDGEMENTS

State of California)
County of Placer) §

The foregoing instrument was acknowledged before me this 4th day of June, 2009 by Andrea LaVigne⁹⁸, known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: 12-30-2012 ⁹⁸


Notary Public

STATE OF COLORADO §
CITY AND COUNTY OF DENVER §



On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public: _____

Address: _____

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Easement by and between Andrea LaVinge, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

EnCana Oil & Gas (USA) Inc.

36-13H Well Pad

Section 36, T9S, R96W, 6th P.M.

Mesa County, Colorado

LEGEND

Existing Road

Proposed Road

Topo "B"

SHEET 9 OF 10

DATE: Jan. 7, 2009

SCALE: 1" = 2000'

PROJECT NO.: 07-04-73

WABATCH SURVEYING
100 Main Street
Evansville, Wyoming 82930
Phone No. (307) 789-4545

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 30th day of March 2009, by and between Richard VanVleck Stewart Living Trust, dated 11/25/2003, Richard VanVleck Stewart and Karen Trout Stewart, Trustees, whose address is P. O. Box 44, Jackson, WY 83001, ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of \$1,500 ("Damage Amount") multiplied by the total surface acres disturbed. EnCana will pay Owner \$42,000 at the time of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner \$2,500 for each well on the "Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.


6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.



Richard VanVleck Stewart Living Trust
Richard VanVleck Stewart, Trustee

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



Richard VanVleck Stewart Living Trust
Karen Trout Stewart, Trustee

ACKNOWLEDGEMENTS

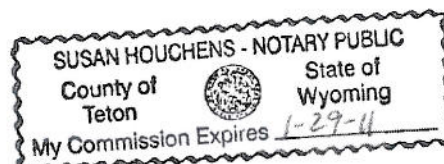
State of Wyoming)
) §
County of Teton)

The foregoing instrument was acknowledged before me this 6th day of April, 2009 by Richard VanVleck Stewart and Karen Trout Stewart, Trustees of the Richard VanVleck Stewart Living Trust, known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same.

WITNESS my hand and official seal.

My Commission Expires: 1-29-2011

Susan Houchens
Notary Public



STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

On this _____ day of _____ 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

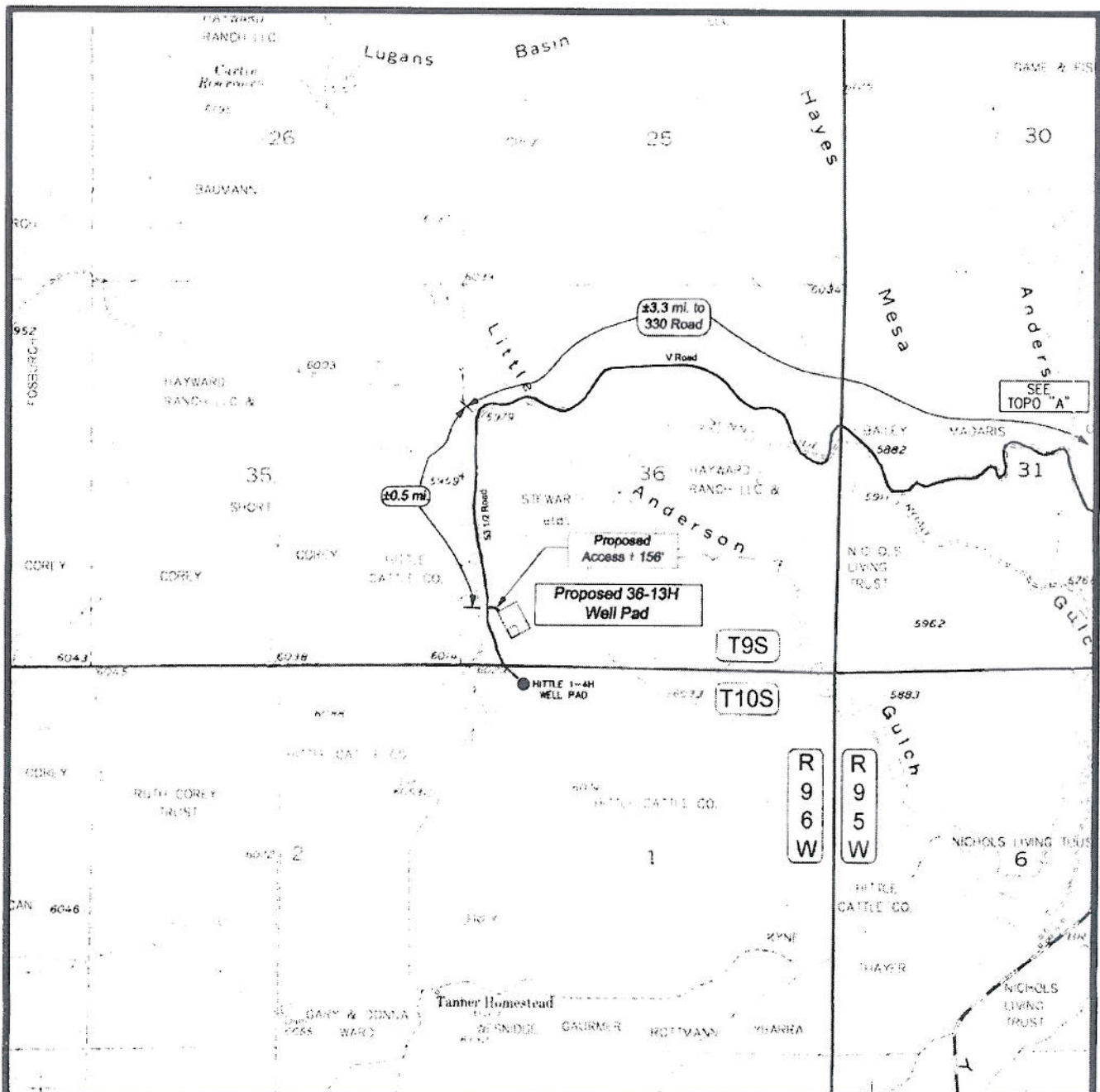
Notary Public: _____

Address: _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage And Release Agreement by and between Richard VanVleck Stewart Living Trust, dated 11/25/2003, Richard VanVleck Stewart and Karen Trout Stewart, Trustees, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.
Section 36: W/2



SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 31st day of March 2009, by and between Rooks Family LLC, a Wyoming Close Limited Liability Company, Michelle Rooks Orton, Member, whose address is P. O. Box 1012, Jackson, WY 83001, ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of ~~the following formula: Damage Amount divided by~~ by the total surface acres disturbed. EnCana will pay ~~the following formula: Damage Amount divided by~~ of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner ~~the following formula: Damage Amount divided by~~ Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.


6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.



Rooks Family LLC
A Wyoming Close Limited Liability Company
Michelle Rooks Orton, Member

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

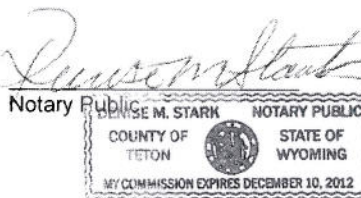
ACKNOWLEDGEMENTS

State of Wyoming)
County of Teton) §

The foregoing instrument was acknowledged before me this 8th day of April, 2009 by Michelle Rooks Orton, Member, Rooks Family LLC, A Wyoming Close Limited Liability Company, known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: 12/10/12



STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public: _____

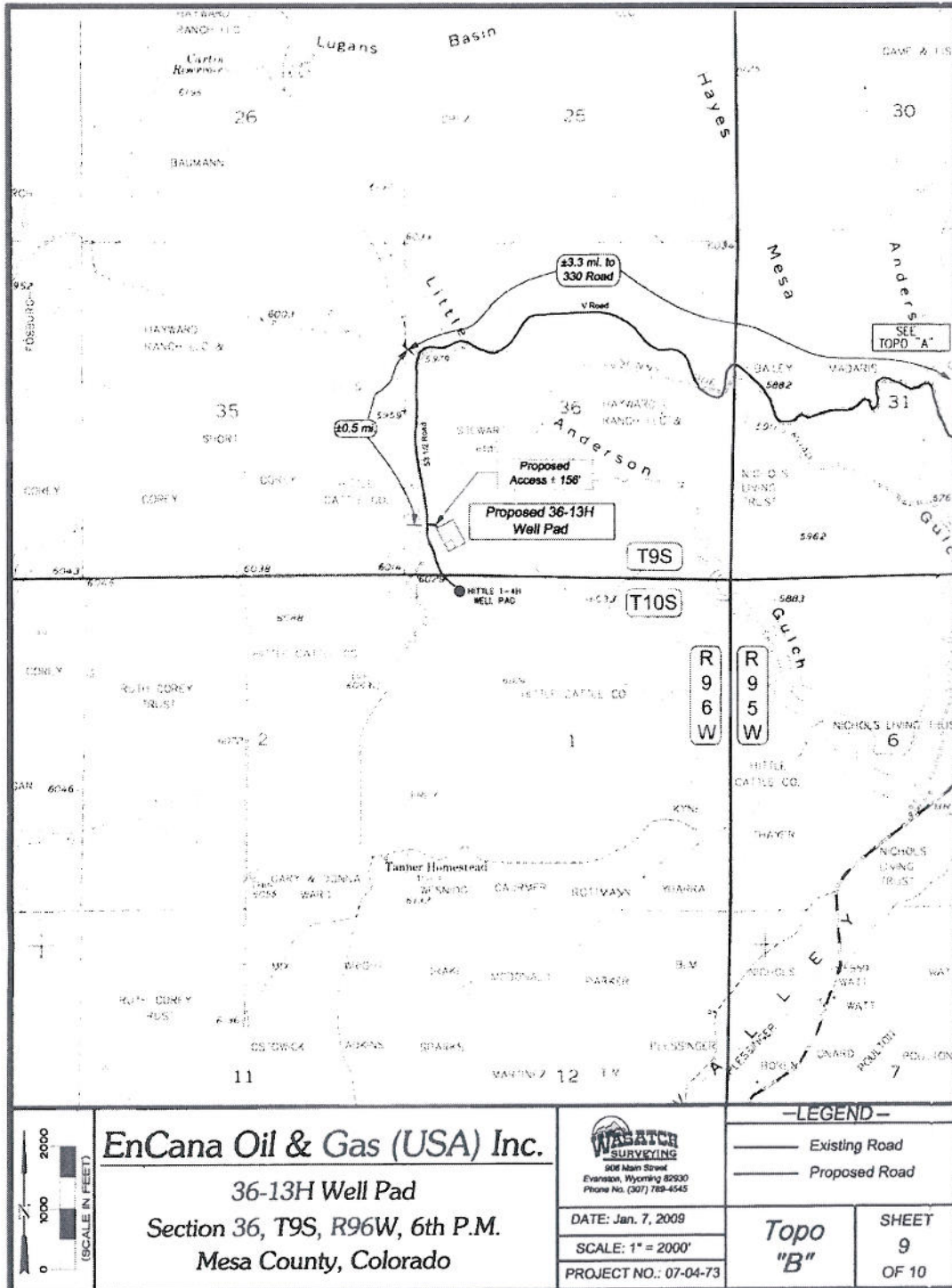
Address: _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Easement by and between Rooks Family LLC, A Wyoming Close Limited Liability Company, Michelle Rooks Orton, Member, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.

Section 36: W/2



SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 31st day of March 2009, by and between Amy Stewart, whose address is 1228 N Street, Ste. 20, Sacramento, CA 95814 ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of \$1,500 ("Damage Amount") multiplied by the total surface acres disturbed. EnCana will pay Owner \$10,000 at the time of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner \$10,000 for each re-entry ("Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

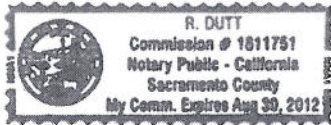
IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

OWNER

ENCANA OIL & GAS (USA) INC.

Amy Stewart
Amy Stewart

By: Ricardo D. Gallegos
Attorney-in-Fact



STATE OF CALIFORNIA
COUNTY OF Sacramento
On June 3, 2012, before me,
R. Dutt, Notary Public,
personally appeared: Amy Stewart

ACKNOWLEDGEMENTS

State of California)

County of) §

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies; and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

The foregoing instrument was acknowledged before me this 3rd day of June, 2009 by Amy Stewart, known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: August 30, 2012

Notary Public

STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

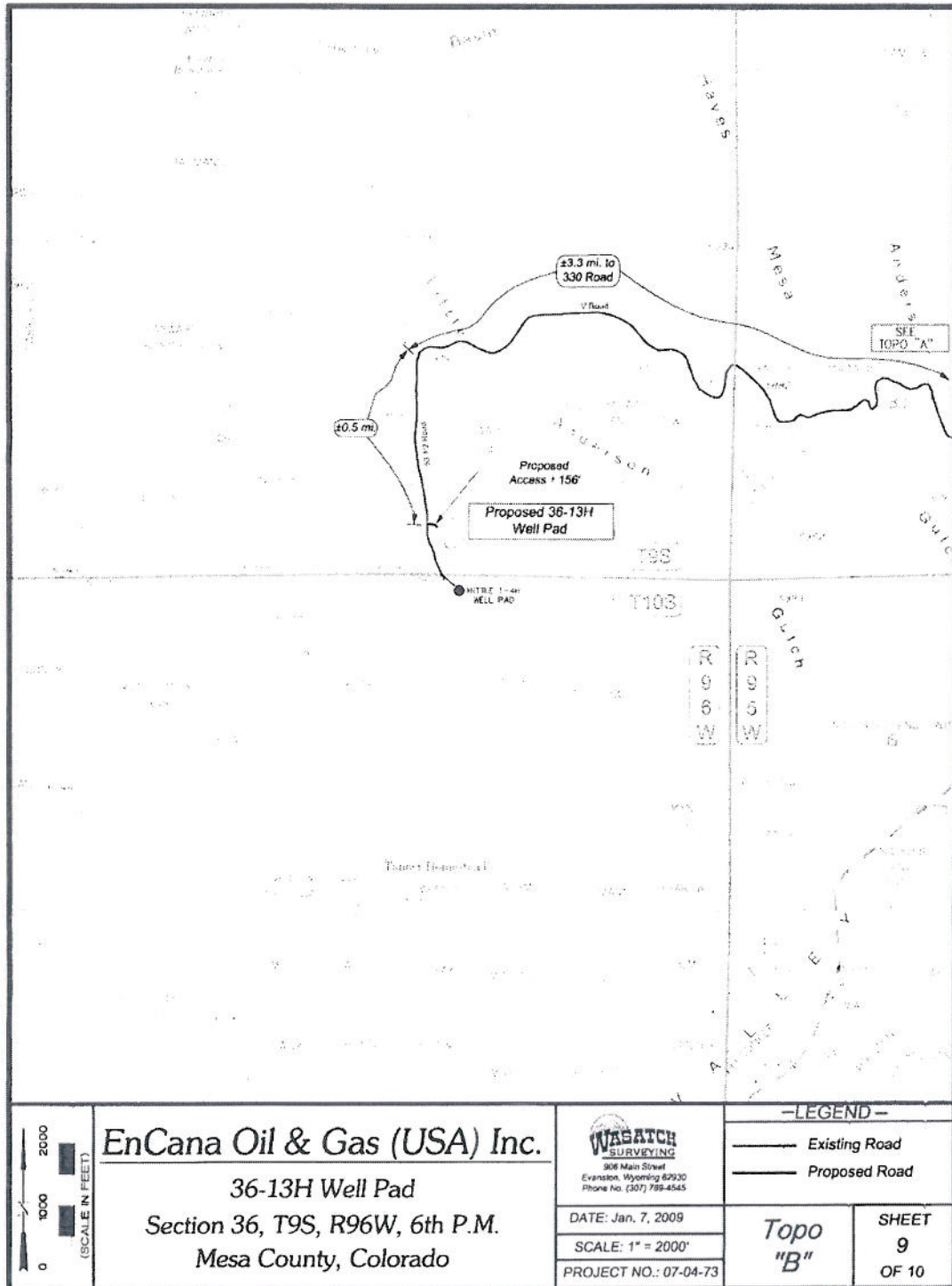
Notary Public: _____

Address: _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Easement by and between Amy Stewart, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.
Section 36: W/2



SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 31st day of March 2009, by and between Erica Valentine, whose address is 275 E. Shasta Ave. # 37, Chico, CA 95973, ("Owner") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana").

Whereas, EnCana desires to drill one or more oil and/or gas wells ("Wells") from the surface of the lands described below, located in Mesa County, Colorado ("Lands"):

Township 9 South, Range 96 West, 6th P.M.
Section 36: W/2

Whereas, Owner and EnCana wish to enter into an agreement concerning the use of the surface of the Lands and concerning payment for damages to the surface of the Lands in connection with the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands.

Therefore, for and in consideration of the covenants, conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Owner agrees that EnCana may use the surface of the Lands for the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells and all pipelines, tank batteries and other facilities or property of EnCana associated with the Wells and located on the Lands. In addition, Owner agrees that EnCana may use the surface of the Lands in connection with the development of hydrocarbons that are not located beneath the surface of the Lands.
2. The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of [REDACTED] ("Damage Amount") multiplied by the total surface acres disturbed. EnCana will pay [REDACTED] of execution of this Agreement and prior to moving dirt on the pad construction, will pay Owner the remainder of the "Damage Payment".
3. At any time during the term of this Agreement, EnCana may increase the number of surface acres disturbed for the well pad located upon the Lands; provided, however, that the size of the well pad will not be increased more than two acres without the written consent of Owner. If EnCana elects to increase the size of the well pad, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed ("Increased Payment"). The Increased Payment will be paid to Owner after the operations to increase the size of the well pad have been completed.
4. Owner agrees that EnCana may at any time re-enter an existing well pad located on the Lands to conduct drilling and completion operations in accordance with Colorado Oil and Gas Conservation Commission regulations. In such case, if the well pad has not been reclaimed, no additional consideration will be due to Owner. If, however, the well pad has been reclaimed, prior to commencement of actual drilling operations on the well pad EnCana shall make an additional payment to Owner [REDACTED] (the "Re-entry Payment").

5. The location of the well pad [and other facilities] on the Lands is generally shown on Exhibit A attached hereto and made a part hereof. Exhibit A is not intended to show the final location of the well pad [and other facilities] as actually constructed; the actual location of the well pad [and other facilities] will be shown by an "as-built" survey. As soon as is reasonably possible following completion of drilling and completion operations on the well pad, EnCana shall order an "as-built" survey of the disturbed surface area. If the "as-built" survey indicates that surface acres in excess of those for which payment has been made by EnCana were disturbed, EnCana shall pay Owner the Damage Amount multiplied by the additional surface acres disturbed (the "As-built Payment").

The Damage Payment, Increased Payment, Re-entry Payment and As-built Payment are referred to in this Agreement as "Payments," whether one or all.

6. Owner agrees that Payments made to Owner by EnCana shall constitute payment in full by EnCana for all normal damages associated with the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, damages to growing crops, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drill site area/well pad, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flow lines, gas pipelines, separators, tank batteries and other equipment or facilities necessary or convenient for the production, transportation and sale of oil and/or gas therefrom.
7. If, by reason of EnCana's operations, there is damage to personal property located on the Lands or there is damage to the surface of the Lands caused by the negligence of EnCana or its contractors, or if EnCana should unreasonably use the surface of the Lands in such a manner so as to damage structures, fences, culverts and cement ditches, such damage shall be repaired by EnCana or EnCana shall promptly pay Owner for such damage.
8. Owner warrants that he is the owner of the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for damages to the surface of the Lands as provided for herein.
9. EnCana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Said waivers will be provided to Owner on an individual well basis.
11. Except as provided in paragraph 7 above, Owner, for himself and his successors and assigns, in consideration of the Payments, does hereby release, relinquish and discharge EnCana, its affiliates, successors and assigns, from all claims, demands, damages and causes of action that Owner may have as a result of the work contemplated in this Agreement and all other damages or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells and associated facilities and Owner accepts the Payments as full and complete compensation therefore.
12. Owner hereby agrees that by making the Payments provided for herein, EnCana has, with each Payment, fully complied with the applicable governmental regulations and statutes, if any, relating to the settlement of the damages.

13. If either EnCana or Owner defaults under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach hereof, and the defaulting party shall, within sixty (60) days after receipt of such notice, commence compliance with the obligations imposed by this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by this Agreement within said sixty (60) day period, the non-defaulting party shall have the right to take such action as will cure the default and shall have the right to invoice the defaulting party for reasonable costs incurred in curing the default.
14. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations to consult in good faith with Owner regarding proposed oil and gas operations on the Land. Owner expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to satisfy fully, the obligation of EnCana to accommodate the Owner's use of the surface of the Land, existing and future, and Owner waives any statutory or common law claims to the contrary including, but not limited to, any claims pursuant to Colorado Revised Statutes § 34-60-127. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306.
15. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.
16. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
17. Any disputes between the parties arising out of or in connection with this Agreement shall be fully and finally settled by arbitration, before one arbitrator, in accordance with the most current CPR Institute for Dispute Resolution rules. Such arbitration shall be conducted in Denver, Colorado. Each party shall pay its own costs and attorneys fees.
18. In no event shall either party be liable to the other under this Agreement, for, and each party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages for loss of revenue and profits, loss of business or business interruptions, loss of use of assets, facilities or land, related to the performance under this Agreement (collectively, "Losses"), WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, OR ANY BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY.
19. This Agreement shall be binding upon and shall inure to the benefit of Owner and EnCana and to their respective heirs, representatives, successors, agents, and assigns.

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

OWNER

ENCANA OIL & GAS (USA) INC.

Erica Valentine
Erica Valentine

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

ACKNOWLEDGEMENTS

X State of California)
County of Butte) §

The foregoing instrument was acknowledged before me this 23 day of June, 2009 by Erica Valentine, known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: 08/27/2010

Courtney L. Hamblin
Notary Public

STATE OF COLORADO §

CITY AND COUNTY OF DENVER §



On this _____ day of _____, 200_, before me personally appeared Ricardo D. Gallegos, known to me to be an Attorney-in-Fact for EnCana Oil & Gas (USA) Inc. and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public: _____

Address: _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Damage and Release Easement by and between Erica Valentine, as Owner and EnCana Oil & Gas (USA) Inc., as EnCana.

Township 9 South, Range 96 West of the 6th P.M.
Section 36: W/2

