

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is made and entered into this 25th day of March, 2011, by and between **Carlyle W. Currier and Dawn M. Currier** whose address is P.O. Box 40, Molina, Colorado 81646, ("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 94 West, of the 6th P.M.
Section 35: NE1/4NW1/4

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, fracing, 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
The Payment referred to in this Agreement as the "Damage Payment" is calculated on the basis of the total surface acres disturbed, of which Encana will pay Owner [REDACTED] at the time of execution of this Agreement and prior to moving dirt on the pad construction site.
2. 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, Encana will pay the Owner [REDACTED] for each new well drilled on the pad site. Encana will pay the Owner [REDACTED] for (the "Re entry Payment"). Such payment shall constitute payment, in full by Encana and its affiliates for normal surface damages associated with expansion and re-entry of said well pad.
3. 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.
4. 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, such damage shall be repaired by Encana or Encana shall promptly pay Owner for such damage.
5. 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.
 6. Encana agrees to reclaim the Lands in accordance with Colorado Oil and Gas Conservation Commission rules and regulations.
 7. Except as provided in paragraph 4 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 the Owner accepts the Payments as full and complete compensation therefore.
 8. 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.
 9. 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. Said waivers will be provided to owner on an individual basis.
 10. 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.
 11. 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 reasonable attorney's fees.
 12. 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.
 13. 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.

Carlyle W. Currier
Carlyle W. Currier

Ricardo D. Gallegos
Ricardo D. Gallegos
Attorney-in-Fact

Dawn M. Currier
Dawn M. Currier

ACKNOWLEDGEMENTS

State of Colorado)
) §
County of Mesa)

The foregoing instrument was acknowledged before me this 25th day of March, 2011 by Carlyle W. Currier & Dawn M. Currier, known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

WITNESS my hand and official seal.

My Commission Expires: 7/20/2014

Tammy Kline
Notary Public



STATE OF COLORADO §
CITY AND COUNTY OF DENVER §

My Commission Expires
07/20/2014

On this _____ day of _____ 2011, 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: _____