

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement (this "Agreement") is made and entered into this 27th day of August 2009 by and between Farfromwurkin LLLP, ("Owner") with an address at P.O. Box 983 Broomfield, Colorado 80038-0983 and EnCana Oil & Gas (USA) Inc. ("EnCana") with an address at 370 17th Street, Suite 1700, Denver, Colorado 80202.

Whereas, EnCana has the right to drill two oil and gas wells (the "Wells") on the lands described below:

Township 2 North, Range 68 West, 6th P.M.

Section 32: NW 1/4

Weld County, Colorado

Whereas, Owner is the owner of the following lands (the "Lands"):

Township 2 North, Range 68 West, 6th P.M.

Section 32: PT of NW ¼ more particularly described as W2W2 32-2-68 Lot B RE-3474 containing 93.61 acres more or less.

Weld County, Colorado

Whereas, EnCana intends to drill the Ray Nelson 0-4-32 and Ray Nelson 0-~~2-32~~ Wells from the SW1/4 NW1/4.

Whereas, Owner and EnCana wish to memorialize their agreement concerning the payment for damages to the surface of the Lands in connection with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Well's and all pipelines, tank batteries and other facilities or property of EnCana or its affiliates associated with the Well's and located on the Lands.

Therefore, for and in consideration of the covenants and agreements contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and EnCana agree as follows:

1. Prior to the commencement of drilling operations for the Wells, EnCana shall pay Owner the sum of Two Thousand and no/100 dollars, (\$2,000.00) ("Damage Amount"). Such payment shall constitute payment in full by EnCana and its affiliates for all normal damages, including but not limited to damages to growing crops, associated with the access to and the drilling, construction, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells. Normal damages include, but are not limited to, reasonable and customary ingress, egress, rights-of-way, construction of all access roads, preparation and use of the drillsite area, preparation and use of reserve pits, and construction, installation and maintenance of production equipment and facilities such as flowlines, 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. The Wells, flowline, access road and facilities are generally depicted on Exhibit A attached hereto and made a part hereof.

2. 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 an unreasonable use of the surface of the Lands by EnCana that is not associated with reasonable and normal drilling, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Wells, such as damage to structures, fences, culverts and cement ditches, such damage shall be repaired or replaced by EnCana or EnCana shall promptly pay Owner for such damage.
3. Owner warrants that he is the owner of the entire interest in the surface of the Lands and that no one who is not a party to this Agreement is entitled to payment for normal damage to the surface of the Lands for which payment has been made pursuant to paragraph numbered 1 above.
4. Except as provided in paragraph numbered 2 above for cases of unreasonable surface use and/or negligence by EnCana, Owner, for itself and its successors and assigns, does hereby, in consideration of the Damage Amount, release, relinquish and discharge EnCana, its affiliates, successors and assigns from all claims, demands, damages and causes of action that Owner may have by reason of the drilling of the Wells and all other damage or injury to the Lands caused by the drilling, completion, recompletion, reworking, re-entry, production, operation and maintenance of the Wells, and Owner accepts the Damage Amount as full compensation therefore.
5. Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of EnCana pursuant to Colorado Oil and Gas Conservation Commission rules and regulations and Colorado statutes 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 C.R.S. 34-60-127. Owner also acknowledges that EnCana has fully complied with all other applicable governmental regulations and statutes, if any, relating to the settlement of the damages contemplated herein.
6. Owner acknowledges that EnCana's representative has met with and consulted with Owner (or Owner's representative) as to the location of the wellsite, access road, flowline, tank battery and other associated production facilities and that this Agreement incorporates the results of such meeting(s) and consultation(s).
7. In conducting operations on the Lands, EnCana shall:

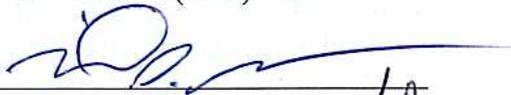


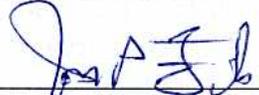
- A. Limit the size of each wellsite to approximately 375 feet by 350 feet during the original drilling and completion operations and shall limit the future site to be no more than 1/8 acre during other periods. The existing access road will be used for the drilling operations and permanent access until OWNER has constructed new roads for the future lakes and subdivisions (which EnCana agrees not to contest development of the properties covered under the original lease) EnCana shall have the right to access their wellsite over the new road which shall be a minimum of 30 feet in width. The tank battery site shall be located east of county road 3 1/4 at the existing battery site for the Ray Nelson 12-32 as depicted on Exhibit A.
 - B. Separate the top soil at the time of excavation of pits so that the top soil and subsurface soil may be placed back in proper order as nearly as possible.
 - C. Reclaim the wellsite as nearly as practicable to its original condition and, if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless EnCana and Owner mutually agree to postponement because of crop or other considerations.
 - D. Use its best efforts to keep the Wells and battery sites free of weeds and debris.
8. Owner waives the minimum thirty day written notice requirement described in the Notice Letter provided by EnCana to Owner.
9. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, and may be executed in counterparts.

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

ENCANA OIL & GAS (USA) INC.

OWNER: Farfrumwurkin LLLP

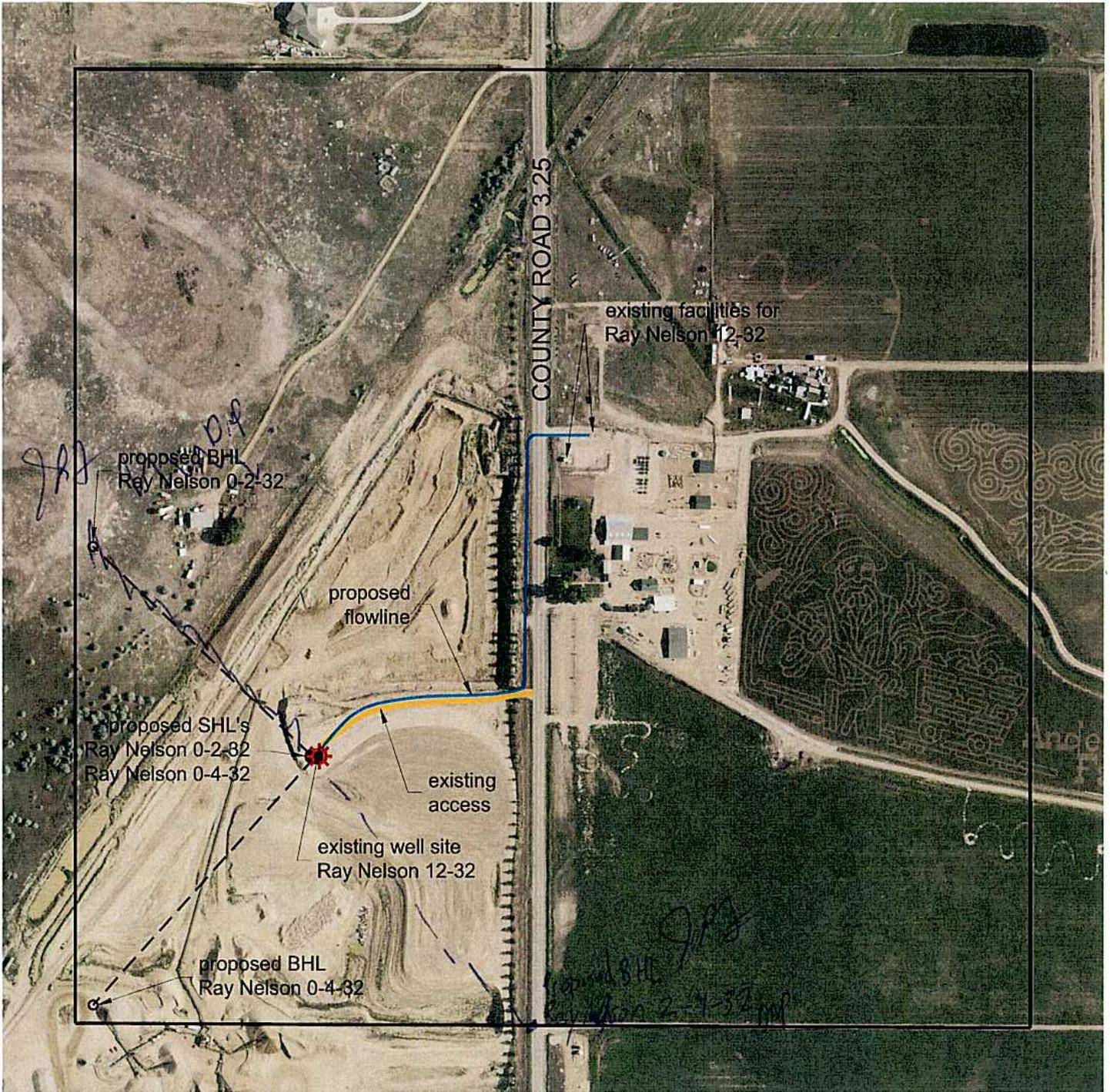
By: 
 Ricardo D. Gallegos
 Attorney-in-Fact

By: 
 Jon File, Managing Partner

ACKNOWLEDGMENTS

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

EXHIBIT "A"



*Wells to be approx 10' JAF
OP*

Note: The proposed Ray Nelson 0-4-32 SHL is approx. 10' west of the existing Ray Nelson 12-32 well.

The proposed Ray Nelson ^{2-4-32 JAF} 0-2-32 SHL is approx. 10' west of the proposed Ray Nelson 0-4-32 SHL.



EnCana Oil & Gas (USA) Inc.

TOWNSHIP 2 NORTH, RANGE 68 WEST
SECTION 32: NW¼
WELD COUNTY, COLORADO

SCALE: 1" = 400' AUGUST 27, 2009