

SECOND AMENDMENT TO COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT

This SECOND AMENDMENT TO COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT ("Second Amendment") is effective this 25th day of September, 2012 ("Effective Date"), and is by and among ENCANA OIL & GAS (USA) INC. ("Encana") with an address of 370 17th Street, Suite 1700, Denver, Colorado 80202; KERR-McGEE OIL & GAS ONSHORE LP ("Kerr-McGee"), formerly known as Kerr-McGee Rocky Mountain Corporation ("KMRMC"), with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202, FREDERICK DEVELOPMENT COMPANY, INC. ("Surface Owner") and the WYNDHAM HILL METROPOLITAN DISTRICT #2 ("District"), both with an address of 2500 Arapahoe, Suite 220, Boulder, Colorado 80302, Mary Alice Billings, individually and as Co-Trustee of the Mary Alice Billings Trust (together "Billings"), with an address of 2246 Riverside Drive, Lyons, Colorado 80540, Donna Woolley, as Trustee of the Woolley Family Trust ("Woolley Trustee") with an address of Post Office Box 223, Allenspark, Colorado 80510 and GUARANTY BANK AND TRUST COMPANY, as Co-Trustee for the Mary Alice Billings Trust ("Billings Bank Trustee"), with an address of 401 Main Street, Longmont, Colorado 80501. The District, Billings, the Woolley Trustee and the Billings Bank Trustee are hereinafter sometimes referred to together as the "Owners." Encana and Kerr-McGee are hereinafter referred to individually as an "Oil Company" or together as the "Oil Companies." Encana, Kerr-McGee, Surface Owner and the Owners are sometimes referred to individually as a "Party" and collectively as the "Parties."

A. Encana and Surface Owner entered into that certain surface use agreement entitled "Compatible Development and Surface Use Agreement" dated August 18, 2005 ("Agreement") and recorded September 22, 2005 at Reception No. 3325251 in the records of the Weld County Clerk and Recorder's Office (the "Records") that covers the real property described in the Agreement located in the E/2 of Section 34, Township 2 North, Range 68 West of the 6th P.M. in Weld County, Colorado, as more particularly described therein and in the attached Exhibit 1 and hereinafter referred to as the "Property."

B. The Agreement provided for the compatible development of the surface estate owned or to be purchased by Surface Owner and oil and gas leasehold interests owned by Encana pursuant to which the Parties identified existing and future wellsite locations, pipeline easements and access routes (among other things) for oil and gas operations on the Property, as more particularly described in the Agreement.

C. Encana and Surface Owner thereafter entered into an amendment to the Agreement entitled "Amendment to Compatible Development and Surface Use Agreement" dated November 22, 2006 described in that certain "Memorandum of Amendment to Compatible Development and Surface Use Agreement" dated November 22, 2006, and recorded April 18, 2007 at Reception No. 3469867 of the Records (the "Amendment" and, together with the Agreement, the "Amended Agreement") in which they amended the Agreement with respect to certain Oil and Gas Operations Areas in the portion of the Property located in the SE/4 of Section 34, Township 2 North, Range 68 West of the 6th P.M., Weld County, Colorado ("SE/4 Property"), among other things, as more particularly described in the Amendment.

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D. KMRMC, predecessor to Kerr-McGee, and Surface Owner entered into a letter agreement dated August 12, 2005 in which Surface Owner and KMRMC agreed that KMRMC would have access to certain Oil and Gas Operations Areas (as defined in the Agreement) in the NE/4 of Section 34, Township 2 North, Range 68 West of the 6th P.M. ("NE/4 Property") for use in drilling wells to develop KMRMC's oil and gas leasehold rights in the NE/4 Property and in which KMRMC and Surface Owner further agreed to use good faith efforts to negotiate a modification of the Agreement to include KMRMC as a signatory party, all as more particularly described in the letter agreement.

E. The Parties enter into this Second Amendment to set forth their agreements related to: i) Surface Owner's option to have a certain well located on the NE/4 Property plugged and abandoned with the relinquishment by the Oil Companies of the associated Oil and Gas Operations Area; ii) adding an additional Oil and Gas Operations Area in the N/2N/2NE/4 of Section 34 ("N/2N/2NE/4 Property") with an associated access route and pipeline easement; iii) adding Kerr-McGee and the Owners as parties to the Agreement; and iii) amending other provisions of the Agreement for clarification or otherwise, all as further and specifically described below.

F. The Amended Agreement and this Second Amendment apply to each of the Parties only as to the specific surface estate interests or oil and gas leasehold estate interests each owns in the Property and does not in any respect apply to or affect oil and gas leasehold rights in the Property that are owned by persons or entities which are not parties to this Agreement.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Terms Used in this Second Amendment with the Same Meaning as in the Agreement. A term used in this Second Amendment shall have the same meaning as the term is used in the Agreement, unless otherwise noted.

2. Additional Oil and Gas Operation Area within the NE/4 Property.

a. The Parties agree to the addition of an Oil and Gas Operations Area in the NE/4 Property, generally in the center of the N/2N/2NE/4 Property as depicted on Exhibit 2, and referred to herein and in Exhibit 2 as the "Horizontal Well Location." A reference in the Amended Agreement and this Second Amendment to an "Oil and Gas Operations Area" includes the Horizontal Well Location.

b. All Oil and Gas Operations Areas shall be made available to the Oil Companies and their designated gas gatherer by Surface Owner and Owners for their exclusive use and the use of other oil and gas operators with leasehold or drilling and production rights in their present condition for their oil and gas operations and the location of wells (whether drilled horizontally, directionally or vertically) and equipment and associated oil and gas facilities, flowlines and portions of pipeline easements in accordance with the terms of the Amended Agreement and this Second Amendment.

c. The Horizontal Well Location shall be approximately ten acres, as specifically depicted on Exhibit 2, and consists of: (i) an Oil and Gas Well Area that is approximately 3.67 acres; (ii) a Facilities Location that is approximately 1.33 acres; and (iii) a Temporary Easement Area that is

approximately 5.0 acres. Uses within the components of the Horizontal Well Location are as follows:

i) The Oil and Gas Well Area shall be the location for future wells and portions of flowlines and pipeline easements.

ii) The Facilities Location shall be the location for permanent productions facilities that service wells and portions of flowlines and pipeline easements.

iii) The Temporary Easement Area may be used for operations related to the preparation, drilling and completion of wells to be drilled within the Oil and Gas Well Area and for the temporary location of oil and gas equipment and facilities. Wells and permanent production facilities (except for portions of pipelines and flowlines) may not be located by the Oil Companies within the Temporary Easement Area. The Temporary Easement Area may be used for the purposes described in this paragraph 2. c. iii only for the period of time beginning from the Effective Date and ending on the later date of either three years from the Effective Date or the date upon which Surface Owner commences construction of a building within the N/2NE/4 (“Temporary Use Deadline Date”). If the commencement of construction is the Temporary Use Deadline Date, Surface Owner shall give the Oil Companies ninety (90) days advance written notice prior to the commencement of construction, and the Oil Companies shall relocate any production facilities that are located within the Temporary Easement Area within sixty (60) days from the date of the notice.

iv) Both prior to and after the Temporary Use Deadline Date, Surface Owner may install only low maintenance, shallow-root landscaping and also trees, shrubs or bushes which have root systems no greater than three feet only within the Temporary Easement Area within the Horizontal Well Location; provided that, such landscaping does not in any way interfere with present or future oil and gas operations and that the Oil Companies shall not be liable for damages to such landscaping caused by their oil and gas operations on the Property. Further, Surface Owner shall remove portions of landscaping within ten (10) days of written notice from the Oil Companies, when, in their sole discretion, the Oil Companies determine landscaping interferes with current or proposed oil and gas operations within the Horizontal Well Location. If Surface Owner fails or refuses to remove the landscaping within the time provided, the Oil Companies may do so at the cost and expense of Surface Owner and with no liability to them.

d. The access road and pipeline easements for the Horizontal Well Location shall be at the locations depicted on Exhibit 2. Exhibit 2 replaces Exhibit B to the Agreement and all references in the Amended Agreement and herein to “Exhibit B” shall mean and refer to Exhibit 2 attached hereto.

3. Plugging and Abandonment of the Billings 42-34 Well and Elimination of the Associated Oil and Gas Operations Area.

a. Encana agrees that in accordance with the Letter Agreement described herein in paragraph 3.b., Surface Owner shall have the option for a period of ten (10) years (the “Option” and the “Option Period”) from the Effective Date to require Encana (or any successor operator to

Encana) to plug and abandon the existing oil and gas well located on the NE/4 Property in the SE/4NE/4 identified as the Billings 42-34 well ("Billings 42 Well") as depicted on Exhibit 2.

b. Contemporaneously with the execution of this Second Amendment, the Oil Companies and Surface Owner and Owners shall enter into a letter agreement ("Letter Agreement") which describes the manner in which Surface Owner and Owners shall exercise the Option and the terms and conditions under which Encana shall plug and abandon the Billings 42 Well and Surface Owner and Owners shall make a payment to the Oil Companies for the release of the Oil and Gas Operations Area for the Billings 42 Well.

c. The Oil Companies agree that they will drill no new wells or additional wells within the Oil and Gas Operations Area that includes the Billings 42 Well and that they will not install or construct any new production facilities within such Oil and Gas Operations Area, except any such facilities that may be required by rule or regulation of the COGCC or a local jurisdiction; provided however, the Oil Companies may maintain, repair, upgrade and replace production facilities and flowlines that are currently installed or constructed within the Oil and Gas Operations Area for the Billings 42 Well.

d. Encana represents, as operator, it has the authority to plug and abandon the Billings 42 Well in accordance with the terms of this Second Amendment, and Kerr-McGee, for its part, consents to the plugging and abandonment of the Billings 42 Well under the terms and conditions provided for herein.

4. Amendment to Paragraph 1.c. of the Agreement. Paragraph 1.c. of the Agreement is amended so that a period is placed after the words "drilling equipment and facilities" in the third to last line and the remainder of the sentence deleted. The following sentence shall be inserted at the end of the paragraph:

Except with respect to the Horizontal Well Location where wells shall be located as provided in paragraph 2.c., the Oil Companies shall drill future oil and gas wells as close to the center of an Oil and Gas Operations Areas as is safe and practicable, given the location of other wells within the Oil and Gas Operations Area, the operations of other oil companies within the Oil and Gas Operations Area, and the rules and regulations of the COGCC.

5. Amendment to Paragraph 2.a. of the Agreement. The first sentence of paragraph 2.a. of the Agreement is deleted and the following inserted in its place:

Encana agrees to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities within the Oil and Gas Operations Areas, including the Horizontal Well Location.

6. Amendment to Paragraph 5.e of the Agreement. The second sentence of paragraph 5.e. of the Agreement is deleted and the following inserted in its place:

Surface Owner shall pay Encana all reasonable costs and expenses incurred by Encana to encase its existing pipelines and flowlines, or lower such existing pipelines and flowlines, in Encana's discretion, to the extent that such pipelines and flowlines underlie and intersect any new street or road.

7. New Paragraph 5.h. of the Agreement. A new subparagraph 5.h. is added to the Agreement as follows:

h. Surface Owner and Owners acknowledge that they have received a copy of a document from Kerr-McGee titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 1/2011) with which Surface Owner and Owners agree to comply and that is attached hereto as Exhibit 3.

8. Amendment to Paragraph 14 through 24 of the Agreement. Paragraph 14 of the Agreement is deleted and the following inserted in its place, along with new subsequent paragraphs 15 through 18, and paragraphs 15-24 in the Agreement are renumbered paragraphs 19 through 28.

14. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between the Oil Companies. Nothing in this Agreement creates any leasehold rights or gives any mineral rights to an Oil Company where none exists. This Agreement does not create a joint venture or partnership between the Oil Companies.

15. Limitation of Liability, Release and Indemnity.

a. Indemnities and Liability. Except as to claims arising out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each Party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation, attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each Party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each Party shall release, defend, indemnify and hold the other Parties, their officers, directors, employees, successors and assigns, harmless against all such Claims; provided, however, this subparagraph 15.a. shall not be construed to make such Party liable for a Claim to the extent that the Claim arises from or is caused by the negligence or willful misconduct of another Party or the directors, officers, employees, partners, agents, contractors, subcontractors or lessees of the Party. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in the Parties to this Agreement, other than the right to be indemnified for Claims as provided herein.

b. Release from Indemnities. Upon the assignment or conveyance of a Party's entire interest in the Property, that Party shall be released from the indemnification in subparagraph 15.a. above, for all actions or occurrences happening after such assignment or conveyance; provided, however such Party shall not be released from its indemnity obligations in subparagraph 15.a. for actions that occurred prior to the conveyance or assignment. Except as provided in this subparagraph 15.b., each of the Party's obligations and liabilities pursuant to this paragraph 15 shall survive the expiration or earlier termination of the Agreement.

c. Exclusion from Indemnities. The indemnities of the Parties herein shall not cover or include any amounts for which the indemnified Party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any Party from any obligations to third parties.

d. Notice of Claim for Indemnification. If a Claim is asserted against a Party for which another Party would be liable under the provisions this paragraph 15, it is a condition precedent to the indemnifying Party's obligations hereunder that the indemnified Party give the indemnifying Party written notice of the claim setting forth all particulars of the claim, as known by the indemnified Party, including a copy of the claim (if it is a written claim). The indemnified Party shall make a good faith effort to notify the indemnifying Party within ten (10) days of receipt of a claim and shall affect such notice in all events within such time as will allow the indemnifying Party to defend against such claim.

16. No Waiver of Rights or Joint Liability. Except as specifically provided in this Agreement, no Party waives or relinquishes any rights or any claims it has or may have against the other Parties for matters covered herein or otherwise. The liability of each of the Parties to perform any obligation hereunder or to comply with any agreement included herein or with any state or local rule or regulation is individual and several and not joint or collective.

17. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owner and Owners expressly acknowledge that the Amended Agreement as amended by this Second Amendment satisfies the obligations and requirements of the Oil Companies pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with Surface Owner and Owners regarding existing and proposed oil and gas operations on the Property, including COGCC Rules 305 and 306, as amended. Surface Owner and Owners further expressly acknowledge that the Amended Agreement as amended by this Second Amendment shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of the Oil Companies to accommodate the use of the surface of the Property by Surface Owner and Owners, existing and future, and Surface Owner and Owners waive any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

18. Construction. The Parties have participated jointly in the negotiating and drafting of this Second Amendment. In the event ambiguity or question of intent or interpretation arises, this Second Amendment shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

9. Amendment to Paragraph 16 of the Agreement. Paragraph 16 of the Agreement which has been renumbered to paragraph 19 is deleted and the following inserted in its place:

19. No Waiver of Rights. Neither Encana nor Kerr-McGee waives the rights it has pursuant to its oil and gas interests to explore for, drill and produce the oil and gas from the Property or for ingress and egress to any Oil and Gas Operations Area, except as provided in the Amended Agreement and this Second Amendment.

10. No Liens, Mortgages or Deeds of Trust. Surface Owner and Owners each represent and warrant that there are no liens, mortgages or deeds of trust created by it/her that encumber the Property such that the lienor, mortgager or holder of the deed of trust would have priority with the right to void or make voidable the Amended Agreement or this Second Amendment. Upon request of either Oil Company, Surface Owner and/or Owners shall cause its/her lienor, mortgager or holder of a deed of trust to execute a subordination and non-disturbance agreement confirming that its/her interest is subordinate to the Amended Agreement and this Second Amendment for the portions of the Property subject to such lien, mortgage or deed of trust.

11. Representations. Each Party represents that it has the full right and authority to enter into this Second Amendment with respect to the oil and gas interests or interests in the surface estate that it owns in the Property.

12. Oil Company Statements.

a. By Kerr-McGee. To the best of its knowledge and after a good faith review, Kerr-McGee believes that it has not assigned any of its leasehold interests in the NE/4 of Section 34, Township 2 North, Range 68 West, from and after the date of June 12, 2008, the date certified in that certain drilling and division order title opinion dated December 24, 2008, prepared by Judith M. Millington, LLC at the request of Encana Oil & Gas (USA) Inc.

b. By Encana. With respect solely to the Billings 42-34 well, Encana, to its knowledge as of the date of this Second Amendment, has not assigned any of its interest in such well since the effective date of that certain drilling and division order title opinion dated December 24, 2008, prepared by Judith M. Millington, LLC.

13. Successors and Assigns and Bound by Amended Agreement and this Second Amendment. The terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns, and the terms of the Amended Agreement and this Second Amendment shall be a covenant running with the land. By signing this Second Amendment, Kerr-McGee and each of the Owners agrees to be bound by the terms and provisions in the Amended Agreement and this Second Amendment and to comply with their terms.

14. Notices.

Any notice or other communication required or permitted under this Second Amendment shall be given in writing by any of: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered with certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

If to Encana:

Encana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700
Denver, Colorado 80202
Attn: DJ Land Group Lead

If to Kerr-McGee:

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, Suite 1800
Denver, Colorado 80202

If to Surface Owner or the District:

Frederick Development Company, Inc.
Attention: Jon Lee
2500 Arapahoe, Suite 220
Boulder, Colorado 80302

If to Billings:

Mary Alice Billings
2246 Riverside Drive
Lyons, Colorado 80540

If to the Woolley Trustee:

Donna Woolley
Post Office Box 223
Allenspark, Colorado 80510

If to the Billings Bank Trustee:

Guaranty Bank and Trust Company
401 Main Street
Longmont, Colorado 80501

Any Party may, by written notice so delivered to the other Parties, change the address or individual to whom delivery shall thereafter be made.

15 Recording. This Second Amendment shall be recorded by the Oil Companies in the Records, and they shall provide Surface Owner and Owners with a copy showing the recording information as soon as practicable thereafter.

16. Severability. If any part of this Second Amendment is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however,

the remainder of this Second Amendment shall be in full force and effect. In the event that any part of this Second Amendment would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Second Amendment shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

17. Incorporation of Exhibits. Exhibits 1 through 3 are incorporated into this Second Amendment by this reference.

18. Conflicts. In the event of a conflict between a term in this Second Amendment and one in the Amended Agreement, this Second Amendment shall control with respect to a matter covered herein.

19. Amended Agreement Continues in Effect. Except as specifically amended by this Second Amendment and except to the extent necessary to conform to and incorporate the attached Exhibits 1 through 3, the terms and conditions included in the Amended Agreement shall continue in full force and effect.

20. Counterpart Executions. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have caused this Second Amendment to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date first above written.

KERR-McGEE OIL & GAS ONSHORE LP

BY: Michael A. Nixon
NAME: MICHAEL A. NIXON
TITLE: AGENT AND ATTORNEY-IN-FACT *MM TDE*

ENCANA OIL & GAS (USA) INC.

BY: _____
NAME: _____
TITLE: _____

DONNA WOOLLEY, AS TRUSTEE OF THE
WOOLLEY FAMILY TRUST

BY: _____
NAME: _____
TITLE: _____

GUARANTY BANK AND TRUST
AS CO-TRUSTEE OF THE
MARY ALICE BILLINGS TRUST

BY: _____
NAME: SARAH S. STERKEL
TITLE: VICE PRESIDENT

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KERR-McGEE OIL & GAS ONSHORE LP

BY: _____
NAME: _____
TITLE: _____

DONNA WOOLLEY, AS TRUSTEE OF THE
WOOLLEY FAMILY TRUST

BY: _____
NAME: _____
TITLE: _____

ENCANA OIL & GAS (USA) INC.

BY: 
NAME: Helen M. Capps
TITLE: Attorney In Fact

GUARANTY BANK AND TRUST
AS CO-TRUSTEE OF THE
MARY ALICE BILLINGS TRUST

BY: _____
NAME: SARAH S. STERKEL
TITLE: VICE PRESIDENT

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KERR-McGEE OIL & GAS ONSHORE LP

ENCANA OIL & GAS (USA) INC.

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

DONNA WOOLLEY, AS TRUSTEE OF THE
WOOLLEY FAMILY TRUST

GUARANTY BANK AND TRUST
AS CO-TRUSTEE OF THE
MARY ALICE BILLINGS TRUST

BY: Donna Woolley
NAME: Donna Woolley
TITLE: Trustee

BY: [Signature]
NAME: SARAH S. STERKEL
TITLE: VICE PRESIDENT

WYNDHAM HILL METROPOLITAN DISTRICT #2

MARY ALICE BILLINGS, INDIVIDUALLY AND AS CO-TRUSTEE OF THE MARY ALICE BILLINGS TRUST

BY: _____ NAME: _____ TITLE: _____

FREDERICK DEVELOPMENT COMPANY, INC.

BY: _____ NAME: _____ TITLE: _____

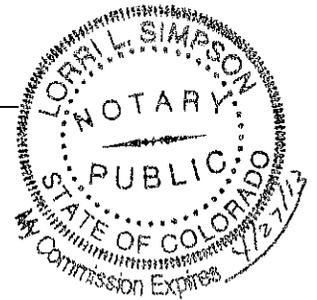
ACKNOWLEDGMENTS

STATE OF COLORADO)) ss. COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of September, 2012, by Michael A. Nixon, as Agent and Attorney-in-fact of KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

Lorri L. Simpson Notary Public



My Commission Expires: 4/27/2013

STATE OF _____)) ss. COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of ____ 2012, by _____ as _____ of ENCANA OIL & GAS (USA), INC.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

WYNDHAM HILL METROPOLITAN DISTRICT #2

MARY ALICE BILLINGS, INDIVIDUALLY AND AS CO-TRUSTEE OF THE MARY ALICE BILLINGS TRUST

BY: _____ NAME: _____ TITLE: _____

FREDERICK DEVELOPMENT COMPANY, INC.

BY: _____ NAME: _____ TITLE: _____

ACKNOWLEDGMENTS

STATE OF _____)) ss. COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ of _____, 2012, by _____, as _____ of KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF Colorado)) ss. COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of September 2012, by Helen M. Capps as Attorney in fact of ENCANA OIL & GAS (USA), INC.

Witness my hand and official seal.

APRIL JACKSON NOTARY PUBLIC STATE OF COLORADO

April Jackson
Notary Public

My Commission Expires: 03/25/2013

STATE OF Colorado)
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 27 day of September 2012,
by Jon R. Lee as Authorized Representative of FREDERICK
DEVELOPMENT COMPANY, INC.



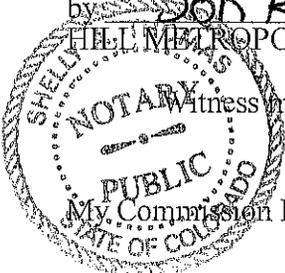
Witness my hand and official seal.

Shelly A. Thomas
Notary Public

My Commission Expires: 4/5/2014

STATE OF COLORADO)
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 27 day of September 2012,
by Jon R. Lee as President of WYNDHAM
HILL METROPOLITAN DISTRICT #2.



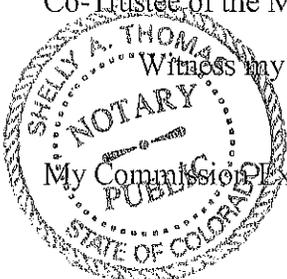
Witness my hand and official seal.

Shelly A. Thomas
Notary Public

My Commission Expires: 4/5/2014

STATE OF COLORADO)
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 27 day of September 2012,
by Sarah S. Sterkel as Vice President of GUARANTY BANK AND TRUST COMPANY as
Co-Trustee of the MARY ALICE BILLINGS TRUST.



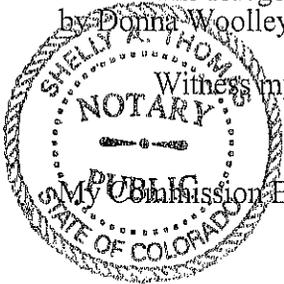
Witness my hand and official seal.

Shelly A. Thomas
Notary Public

My Commission Expires: 4/5/2014

STATE OF COLORADO)
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 27 day of September 2012, by Donna Woolley, as Trustee of the WOOLLEY FAMILY TRUST.



Witness my hand and official seal.

Shelly A. Thomas
Notary Public

My Commission Expires: 4/5/2014

STATE OF COLORADO)
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 27 day of September 2012, by Mary Alice Billings, individually, and as Co-Trustee of the Mary Alice Billings Trust.



Witness my hand and official seal.

Shelly A. Thomas
Notary Public

My Commission Expires: 4/5/2014

Exhibit 1

to

**Second Amendment to Compatible Development and Surface Use Agreement
effective September 25, 2012**

**among Encana Oil & Gas (USA) Inc.; Kerr-McGee Oil & Gas Onshore LP; and
Frederick Development Company, Inc.; Wyndham Hill Metropolitan District #2; Mary Alice
Billings, individually and as Co-Trustee of the Mary Alice Billings Trust; Donna Woolley as
Trustee of the Woolley Family Trust and
Guaranty Bank and Trust Company, as Co-Trustee of the Mary Alice Billings Trust**

See attached Legal Description consisting of one (1) page.

THE NE 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO; AND EXCEPT A RIGHT OF WAY CONVEYED TO WELD COUNTY, COLORADO BY DEED RECORDED IN BOOK 1024 AT PAGE 100;
ALSO EXCEPT THAT PORTION CONVEYED BY DEED IN BOOK 1241 AT PAGE 376;
ALSO EXCEPTING THAT PORTION TAKEN BY STATE OF COLORADO DEPARTMENT OF TRANSPORTATION BY ORDER RECORDED MAY 16, 2001, AT RECEPTION NO. 2849038.

AND

THE SE 1/4 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THOSE PARCELS AS CONVEYED BY:
BOOK 1483 AT PAGE 78, BOOK 1499 AT PAGE 592, RECEPTION NO.,S 2751848, 2751849, 2751850, 2751851, 2751852, 2751853, WELD COUNTY RECORDS.

Exhibit 2

to

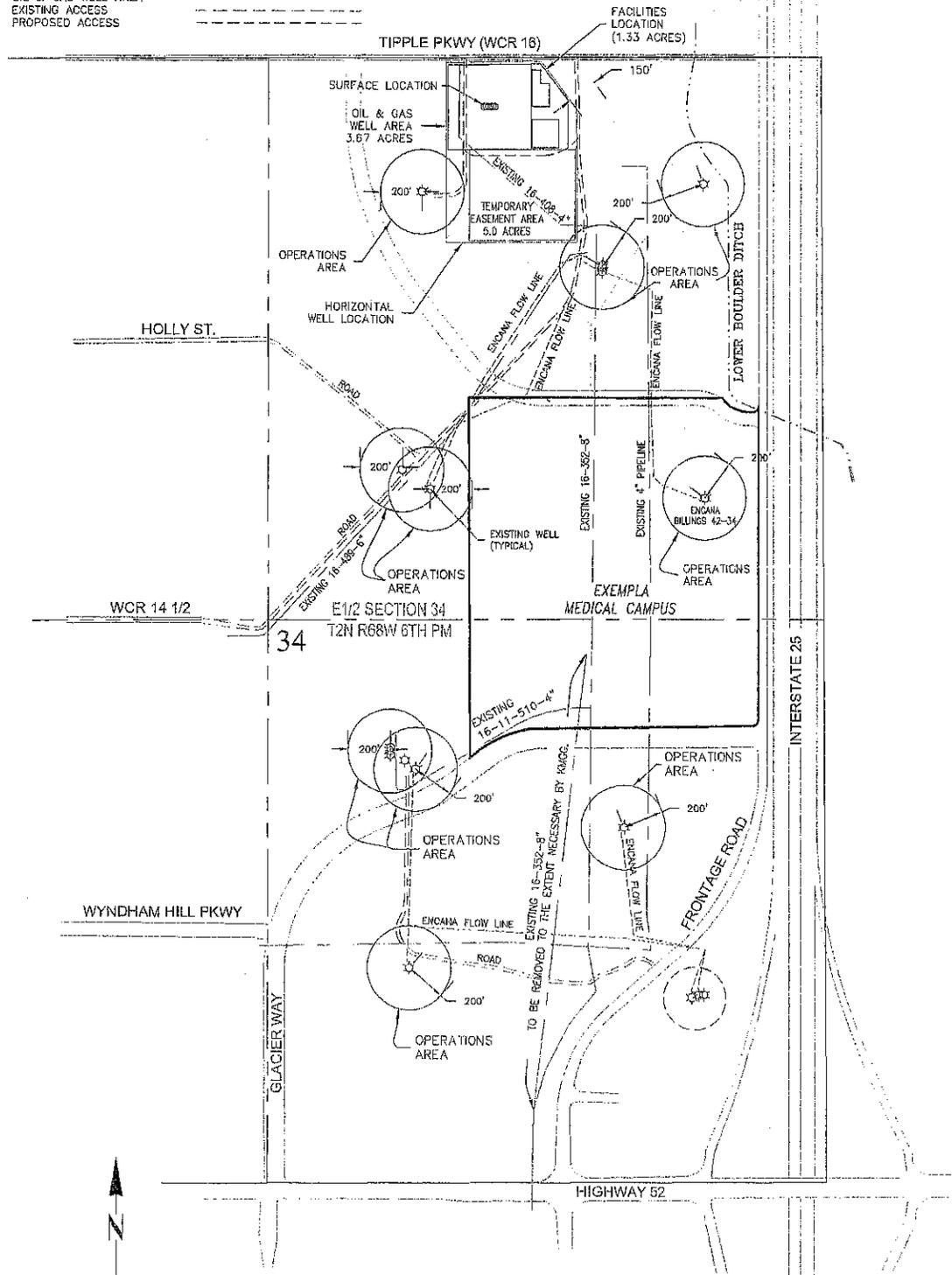
**Second Amendment to Compatible Development and Surface Use Agreement
effective September 25, 2012
among Encana Oil & Gas (USA) Inc.; Kerr-McGee Oil & Gas Onshore LP; and
Frederick Development Company, Inc.; Wyndham Hill Metropolitan District #2; Mary Alice
Billings, individually and as Co-Trustee of the Mary Alice Billings Trust; Donna Woolley as
Trustee of the Woolley Family Trust and
Guaranty Bank and Trust Company, as Co-Trustee of the Mary Alice Billings Trust**

See attached map consisting of one (1) page.

Exhibit 2

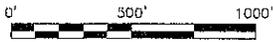
LEGEND

SECTION LINE APPROXIMATE	-----
PARCEL LINE APPROXIMATE	-----
ROAD: EXISTING OR PROPOSED	-----
TEMPORARY EASEMENT AREA	-----
ENCANA FLOW LINE	-----
FACILITIES LOCATION	-----
OIL & GAS WELL AREA	-----
EXISTING PIPELINE	-----
DITCH/WATER	-----
OIL & GAS WELL AREA	-----
EXISTING ACCESS	-----
PROPOSED ACCESS	-----



NOTES

- 1.) Locations of utilities and foreign pipelines were determined from various sources. These locations if shown may not be accurate or complete. Other utilities may exist and are to be field located by others prior to excavation.
- 2.) This document is not a land survey plot or improvement survey plot. It is not to be relied upon for the establishment of any land boundary, easement, fence, building, or other future improvement lines.



Acklam, Inc.
 21 South 10th Avenue
 Brighton CO. 80601

KERR-McGEE GATHERING, LLC
 PIPELINE MAP
 E1/2 SECTION 34
 T2N R68W 6TH PM, WELD COUNTY, COLORADO

SCALE: 1"=500'
DATE: 08/17/12
JOB No.: 12844
REVISION:
SHEET 1 OF 1

Exhibit 3

to

**Second Amendment to Compatible Development and Surface Use Agreement
effective September 25, 2012**

**among Encana Oil & Gas (USA) Inc.; Kerr-McGee Oil & Gas Onshore LP; and
Frederick Development Company, Inc.; Wyndham Hill Metropolitan District #2; Mary Alice
Billings, individually and as Co-Trustee of the Mary Alice Billings Trust; Donna Woolley as
Trustee of the Woolley Family Trust and
Guaranty Bank and Trust Company, as Co-Trustee of the Mary Alice Billings Trust**

See attached Guidelines consisting of four (4) pages.



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMGG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMGG may have under existing easements or ROW agreements. For information regarding KMGG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMGG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMGG in the below requirements is meant to include and apply to any Kerr McGee entity.

Design

- KMGG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMGG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMGG's facilities and the general public. This prior notification is to be made **before** the actual work is to take place.
- The encroaching entity shall provide KMGG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMGG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMGG, showing the facilities in the vicinity of KMGG's ROW upon completion of the work.
- Only facilities shown on drawings reviewed by KMGG will be approved for installation on KMGG's ROW. All drawing revisions that affect facilities proposed to be placed on KMGG's ROW must be approved by KMGG in writing.
- KMGG shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KMGG on its "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMGG on replacement ROW granted to relocate KMGG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMGG.
- The depth of cover over the KMGG pipelines shall not be increased or reduced nor surface modified for drainage without KMGG's written approval.
- Construction of any permanent structure within KMGG pipeline easement is **not** permitted without written approval by KMGG.
- Planting of shrubs and trees is not permitted on KMGG pipeline easement without written approval by KMGG.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMGG easement without written approval by KMGG.
- Foreign utility installations, i.e., distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMGG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMGG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMGG. In no case will vertical separation be less than 12". Constant line elevations must be maintained across KMGG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMGG pipeline must be evaluated by KMGG to ensure that a significant length of the KMGG line is not exposed and unsupported during construction. Foreign line crossings above the KMGG pipeline with less than 18" of clearance must be evaluated by KMGG to ensure that additional support is not necessary to prevent settling on top of the KMGG natural gas pipeline. A KMGG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMGG facility. All installations of foreign crossings done by boring and or jacking require the KMGG facility to be exposed to verify clearances.



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- Foreign utilities shall not run parallel to KMGG pipelines within the KMGG easement without written permission by KMGG. A minimum of 10 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is placed within the KMGG easement or adjacent to the KMGG easement. Any deviation from the 10' horizontal requirement must be approved in writing by KMGG and an "as built survey" provided to KMGG after installation. In the instance that high voltage electric lines, greater than 20kV, are installed parallel to a KMGG pipeline a minimum horizontal distance of 15' must be maintained.
- The foreign utility should be advised that KMGG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMGG's. At the request of KMGG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMGG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMGG. All costs associated with the correction of cathodic protection interference issues on KMGG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- The developer shall understand that KMGG, whether specifically required per federal law or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMGG, the safety of the public, contractor, KMGG personnel and KMGG facilities.
- On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- AC Electrical lines must be installed in conduit and properly insulated.
- On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMGG ROW.
- No power poles, light standards, etc. shall be installed in the KMGG easement without written approval by KMGG.
- KMGG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMGG's sole discretion, and may exceed any regulatory requirements.

Construction

- If KMGG will be relocating KMGG facilities for any entity, grading in the new KMGG ROW shall be +/- 6 inches before KMGG will mobilize to complete the relocation. Final cover after the completion of the project will not be manipulated by the requesting entity to be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMGG. This does not preclude KMGG from installing the pipeline at a minimum cover of 36" as provided for in CFR 49 Part 192. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMGG representative is on site during the time cover is reduced.
- The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMGG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMGG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- Contractors shall be advised of KMGG's requirements and be contractually obligated to comply.
- The continued integrity of KMGG's pipelines and the safety of all individuals in the area of proposed work near KMGG's facilities are of the utmost importance. Therefore, contractor must meet with KMGG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KMGG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.**



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- ♦ The Contractor must expose all KMGG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMGG representative must be present.
- ♦ The use of probing rods for pipeline locating shall be performed by KMGG representatives only, to prevent unnecessary damage to the pipeline coating. A KMGG representative shall do all line locating.
- ♦ Notification shall be given to KMGG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMGG's work site representative. Any Contractor schedule changes shall be provided to KMGG immediately.
- ♦ Heavy equipment will not be allowed to operate directly over KMGG pipelines or in KMGG ROW unless written approval is obtained from KMGG. Heavy equipment shall only be allowed to cross KMGG pipelines at locations designated by KMGG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMGG.
- ♦ Contractor shall comply with all precautionary measures required by KMGG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- ♦ Excavating or grading which might result in erosion or which could render the KMGG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMGG's facility. At no time will cover be reduced to less than 36" without written approval by KMGG and a KMGG representative on site.
- ♦ A KMGG representative shall be notified prior to construction activities within twenty-five (25) feet of a KMGG pipeline or above ground appurtenance. The contractor **shall not** be allowed to work within twenty-five (25) feet of KMGG facilities without approval from the KMGG representative. The KMGG representative may or may not remain on site during the entire construction activity. Contractor shall use extreme caution and take appropriate measures to protect KMGG facilities. The contractor shall call the KMGG representative prior to backfilling around the KMGG facility to allow for a final inspection of the KMGG facility.
- ♦ Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMGG facility. KMGG personnel must be present.
- ♦ Temporary support of any exposed KMGG pipeline by Contractor may be necessary if required by KMGG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMGG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMGG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- ♦ No blasting shall be allowed within 1000 feet of KMGG's facilities unless blasting notification is given to KMGG Including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.
- ♦ KMGG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMGG's facilities as a result of their activities whether or not KMGG representatives are present. KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.
- ♦ No blasting shall be allowed within 200 feet of KMGG's facilities unless blasting notification is given to KMGG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMGG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMGG. A written emergency plan shall be provided by the organization responsible for blasting.
- ♦ KMGG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC Pipelines and Related Facilities

- ♦ Any contact with any KMGG facility, pipeline, valve set, etc. shall be reported immediately to KMGG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- ♦ KMGG personnel shall install all test leads on KMGG facilities.

Local Kerr-McGee Gathering LLC Representation:

Operations Manager	Kevin Osif, P.E.	Phone: (303) 655-4307
Staff Engineer:	Joseph E. Sanchez, P.E.	Phone: (303) 655-4319
Pipeline Foreman:	James Phillips	Phone: (303) 655-4343
Construction Foreman:	Jim McQuiston	Phone: (303) 655-4326
Construction Supervisor	Darrel Gentry	Phone: (303) 655-4326

Emergency Contacts:

On call supervisor	Phone: (303) 559-4001
Kerr McGee 24 hour emergency number	Phone: (303) 659-5922
One Call Emergency	Phone: 811