

SURFACE USE AGREEMENT



THIS AGREEMENT, dated effectively this 21ST day of February, 2003, is made by and between the undersigned, Jack Wheeler and Donna J. Wheeler, whose address is 5909 N.E. County Line Road, Erie, Colorado 80516, herein called "OWNER", and EnCana Energy Resources Inc., 950 17th Street, Suite 2600, Denver, Colorado 80202, herein called "ECER";



WHEREAS, OWNER represents that they are the surface owners and in possession of an interest in part or all of the surface estate for the following described lands in Boulder County, Colorado, said land herein called "LANDS", to wit:

Township 1 North, Range 69 West, 6th P.M.
Section 1: NE/4SE/4

WHEREAS, ECER has or will acquire certain leasehold interests in the oil and gas mineral estate in the LANDS and proposes to conduct drilling and subsequent production operations on the LANDS; and

WHEREAS, OWNER and ECER desire to minimize any surface damage to the LANDS and to reach an agreement regarding such surface damage.

NOW, THEREFORE, in consideration of ten dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Prior to commencement of drilling operations, ECER shall pay OWNER the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, completion, reworking, equipping and production operations, unless otherwise specifically provided herein:

John P. [Signature]
for each wellsite located on the LANDS in which OWNER owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsites.

If, by reasons directly resulting from the operations of ECER, there is damage to real or personal property upon the LANDS which is not associated with usual and customary operations, such as (but not limited to) damage to livestock, structures, buildings, fences, culverts cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by ECER, or ECER will pay reasonable compensation to OWNER for such additional damage.

2. If requested by OWNER, prior to heavy equipment operations on each wellsite, ECER's representative will meet and consult with OWNER (or OWNER's representative) as to the location of the wellsite, access roads, flowline, tank batteries, and other associated production facilities.

3. In conducting operations on the LANDS, ECER shall:

A. Limit the size of each wellsite to approximately 400 feet by 400 feet during any drilling, completion, recompletion or workover operations and shall be no more than 1/4 acre in size during other periods. The area required for any tank battery location associated with each wellsite shall be limited to approximately one-half acre in size upon completion of construction. Access roads shall be limited to approximately 30 feet in width during drilling, completion, recompletion and workover operations. The permanent access road to each well head and tank battery location shall be limited to 15 feet in width.

B. Separate the top soil at the time of excavation of pits so that the top soil and subsurface soil 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 locations are 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 ECER and OWNER mutually agree to postponement because of crop or other considerations.

D. Use its best efforts to keep the well and battery sites free of weeds and debris.

4. OWNER agrees to waive the minimum thirty-day written notice requirement described in the Notice Letter provided by ECER to OWNER when it initially gave notice of its intent to drill on the LANDS.

5. When the word "ECER" is used in this Agreement, it shall also mean the successors and assigns of EnCana Energy Resources Inc., including but not limited to its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers.

6. 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 counter parts.

7. EnCana agrees to install and maintain a road across the hay field to the drillsite, with adequate gravel, so as to be passable in wet conditions.

8. EnCana agrees to install a cattle guard and a gate at the entrance to the hay field

9. EnCana agrees to install a culvert at the turn around point at the drillsite in order to facilitate irrigation flowing to the northwest.

10. EnCana agrees to pay for the re-seeding of the grass, not to exceed \$1,000.00.

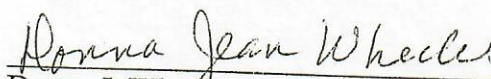
11. EnCana agrees to replace the "border" in the field where it installs its access road.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER:



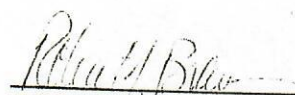
Jack Wheeler



Donna J. Wheeler

Tax ID Number 523-50-9725

EnCana Energy Resources Inc.

By: 

Michael T. Holland, Land Negotiator
Robert S. Bram