

SHORT FORM OF SURFACE USE AGREEMENT

THIS SHORT FORM OF SURFACE USE AGREEMENT (the "Short Form") is executed this 12th day of March, 2015 by and between Wen37 Holdings, L.L.C., a Colorado limited liability company, with an address of 8301 East Prentice Avenue, Suite 100, Greenwood Village, CO 80111 (individually referred to as "Wen37") and Altamira Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, as successor in interest with regard to Tracts within Altamira Subdivision Filing No. 1 and Altamira Subdivision Filing No. 1, First Amendment, with an address of Community Resource Services, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, CO 80111 (individually referred to as "District") (Wen37 and the District are collectively referred to herein as "Owner" and/or "Owners"), and Encana Oil & Gas (USA) Inc., a Delaware Corporation, with an address of 370 17th Street, Suite 1700, Denver, Colorado 80202 ("Encana"). Encana and Owner and District may be referred to as a "Party" or collectively as the "Parties".

RECITALS:

A. Owner owns the surface of property located in the S/2 of Section 25, Township 1 North, Range 66 West, Weld County, Colorado as more particularly delineated on Exhibit A attached hereto (the "Described Premises"). In addition, the District owns Tracts A and B, Altamira Subdivision Filing No. 1 ("Tract A" and "Tract B" respectively), and certain other tracts within the Altamira Subdivision Filing No. 1 and Altamira Subdivision Filing No. 1, First Amendment (collectively the "Tracts") and is executing this Short Form as to its interest in such Tracts.

B. Encana is the operator of oil and gas leases covering all or parts of the Described Premises.

C. District is a validly existing metropolitan district with powers to acquire, finance and construct public infrastructure improvements within Altamira.

D. The Parties, or their predecessors in interest, previously entered into a Surface Use Agreement dated July 31, 2003 ("2003 SUA") covering the NW/4SW/4 of Section 25, Township 1 North, Range 66 West, Weld County, Colorado.

E. The Parties are entering into this Short Form as a short form of the 2003 SUA.

AGREEMENT:

1. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties entered into the 2003 SUA, and this Short Form. The 2003 SUA provided for certain terms, conditions and provisions, including the following:

- a. Use of portions of the Described Premises by Owner and Encana in connection with certain oil and gas operations;
- b. Compensation payable to Encana for additional expenses incurred by Encana having to directionally drill certain wells rather than by conventional, vertical methods of exploration;
- c. Relinquishment of certain surface rights by Encana in consideration for Owner's payment of incremental drilling costs;
- d. An agreement between the Parties as to specified locations for oil and gas wells and production facilities, access roads and pipelines;
- d. An agreement between the Parties to the adoption of specific safety and other setbacks from well heads and other surface equipment and the location of underground utilities, streets, open space, trails and other improvements;
- f. An agreement between the Parties to cooperate with each other regarding any proceedings of governmental authorities to obtain approval of each Party's respective development plans; and
- g. Indemnification provisions between the Parties as may be permitted by law.

2. It is understood that the sole purpose of this Short Form is to give notice of the 2003 SUA and the rights and obligations of the Parties thereunder. All rights and obligations of the Parties hereto are governed by the terms, provisions, covenants, conditions, limitations and restrictions contained in the 2003 SUA. Nothing contained in this Short Form shall be deemed to modify, amend, alter, limit, or otherwise change any of the specific provisions of the 2003 SUA. In the event of any inconsistency or ambiguity between the terms of this Short Form and the terms of the 2003 SUA, the terms of the 2003 SUA shall prevail.

3. The conditions and provisions hereof shall inure to the benefit of and shall be binding upon Owner, Encana, and their respective personal representatives, successors, and assigns and shall run with the land.

4. Any person having the lawful right or legitimate interest in the described premises may examine a true and complete copy of the Agreement at Owner or Encana's office during normal business hours.

5. This Short Form shall be recorded in the Weld County, Colorado records for the purpose of placing all persons on notice of the existence of the 2003 SUA.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Short Form as of the date first written above.

ENCANA:
ENCANA OIL & GAS (USA) INC.,
by its authorized agent, Encana Services Company Ltd.



By: Lumis M. Campbell
Its: Director of Surface Land

OWNER:
WEN 37 HOLDINGS, L.L.C.



By: John M. Spillane
Its: Manager

DISTRICT:

ALTAMIRA METROPOLITAN DISTRICT NO. 1,
a quasi-municipal corporation and a political subdivision of the State of Colorado



By: Robert A. Lembke
Its: President

ATTEST:

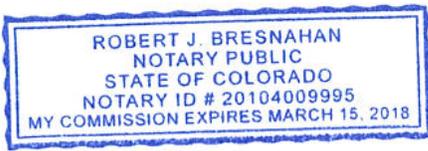


By: LISA D. HAAS
Its: Secretary

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this 12 day of March, 2015, by Lumis M. Campbell, Director of Surface Land for Encana Services Company Ltd., authorized agent for Encana Oil & Gas (USA) Inc., a Delaware corporation. Witness my hand and official seal.



[Signature]
Notary Public
My Commission Expires: 3/15/2018

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

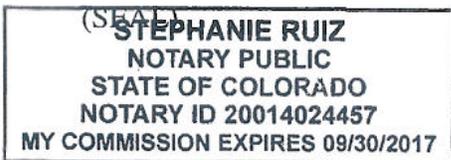
The foregoing instrument was acknowledged before me this 12th day of March, 2015, by John M. Spillane, Manager of Wen37 Holdings, L.L.C., a Colorado limited liability company. Witness my hand and official seal.



[Signature]
Notary Public
My Commission Expires: 09/30/17

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 12th day of March, 2015, by Robert A Lembke as President and Lisa D Haas as Secretary of Altamira Metropolitan District No. 1, a quasi-municipal corporation and a political subdivision of the State of Colorado.



[Signature]
Notary Public
My Commission Expires: 09/30/17

EXHIBIT A
Property Legal Description

Block 1, Lots 1-121
Block 2, Lots 1-28
Block 3, Lots 1-38
Block 4, Lots 1-38
Block 5, Lots 1-41
Block 6, Lots 1-25
Block 7, Lots 1-22
Block 8, Lots 1-37
Block 9, Lots 1-33
Block 10, Lots 1-42
Block 11, Lots 1-17
Block 12, Lots 1-21
Block 13, Lots 1-10
Block 14, Lots 1-25
Block 15, Lots 1-37
Block 16, Lots 1-35
Block 17, Lots 1-34
Block 18, Lots 1-21
Block 19, Lots 1-27
Block 20, Lots 1-35
Block 21, Lots 1-31
Block 22, Lots 1-15
Block 23, Lots 1-26
Block 24, Lots 1-21
Block 25, Lots 1-23
Block 26, Lots 1-34
Block 27, Lots 1-27
Block 28, Lots 1-39
Block 29, Lots 1-23
Block 30, Lots 1-23
and Tracts A, B, C, E, F,
G, H, I, R and W
Altamira Subdivision Filing No. 1
County of Weld, State of Colorado

Block 1, Lots 1-20, 23-46
Block 2, Lots 1-30
Block 3, Lots 1-34
Block 4, Lots 1-41
Block 5, Lots 1-36
Block 6, Lots 1-19
Block 7, Lots 1-20
Block 8, Lots 1-21
Block 9, Lots 1-23
Block 10, Lots 1-30
Tracts HH, JJ, KK, LL, MM, QQ and RR
Altamira Subdivision, Filing No. 1, First Amendment
County of Weld, State of Colorado