

Keith Galle

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Air Quality Division ("DEQ/AQD"), Herschler building, 122 West 25th Street, Cheyenne, WY 82002, and EnCana Oil & Gas (USA), Inc. ("EnCana"), 370 17th Street, Suite 1700, Denver, Colorado 80202 enter into this Settlement Agreement ("Agreement") to fully and finally resolve without litigation the violations cited in DEQ/AQD Notice of Violation Docket No. 4325-08 ("NOV"). The NOV alleges that EnCana failed to obtain a construction permit prior to commencing construction of a Caterpillar G3516LE engine at its County Line Compressor Station ("Facility") located in Natrona County, Wyoming, in violation of condition 10 of its permit CT-4578, the Air Quality Act ("Act"), applicable Wyoming Air Quality Standards and Regulations ("WAQSR").

WYO. STAT. ANN. § 35-11-901(a)(ii) (West 2007) authorizes stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, EnCana and the DEQ/AQD hereby stipulate and agree as follows:

1. The DEQ/AQD is responsible for enforcing the Act and WAQSR.
2. WYO. STAT. ANN. § 35-11-201 states: "No person shall cause, threaten or allow the discharge or emission of any air contaminant in any form so as to cause pollution which violates rules, regulations and standards adopted by the council."
3. Chapter 6, Section 2 of the WAQSR prescribes the applicability and procedures for issuing permits to sources under DEQ/AQD's construction and modification permitting program.
4. Chapter 6, Section 2(h) of the WAQSR allows reasonable conditions to be imposed upon construction or modification permits, including emission limits, monitoring and reporting requirements.
5. On June 26, 2008, a DEQ/AQD Air Quality Engineer conducted an observation of the Facility and noted two engine stacks. During follow-up with EnCana on July 1, 2008, it was disclosed by EnCana that a Caterpillar G3516LE engine was installed at the Facility without a permit. Under permit CT-4578, a maximum of one Caterpillar G3516E engine can be installed at the Facility. The installation of the engine constitutes a violation of condition 10 of permit CT-4578.
6. Condition 10 of permit CT-4578 states:

"That the engine configuration for the County Line Station shall be limited to one (1) engine consisting of the following:

E1: Caterpillar G3516E lean burn engine with an oxidation catalyst, or a Caterpillar G3512LE lean burn engine with an oxidation catalyst, or a Waukesha 7044GSI rich burn engine with an NSCR catalyst and an AFRC, or a Waukesha 7042GSI rich burn engine with a NSCR catalyst and an AFRC.

Once constructed unit E1 loses flexibility and cannot be replaced without an appropriate permit modification."
7. The DEQ/AQD determined that EnCana installed a Caterpillar G3516LE engine without a permit modification as required by EnCana's

DEQ/AQD permit CT-4578. Permit CT-4578, condition 10, only allows one (1) Caterpillar G3516LE engine.

8. EnCana agrees to pay the DEQ/AQD five thousand dollars and no cents (\$5,000.00) as a stipulated settlement amount. EnCana shall pay the settlement amount by check made payable to the Wyoming Department of Environmental Quality, Air Quality Division, within thirty (30) days after EnCana has been notified by DEQ/AQD that the final signature has been affixed to the Agreement. EnCana shall mail payment to John S. Burbridge, Senior Assistant Attorney General, 123 Capitol Building, Cheyenne, WY 82002.

9. EnCana, by entering into this Agreement, does not concede or admit to any liability, and this Agreement constitutes no admission of fault or noncompliance.

10. Full compliance with the signed Agreement shall constitute full satisfaction for all claims by the DEQ/AQD against EnCana based on the NOV and, solely in reliance on the Agreement, the DEQ/AQD will refrain from taking further enforcement action against EnCana for that particular violation.

11. EnCana waives any statute of limitations which may apply to an enforcement action by the DEQ/AQD involving the specific matters described in the NOV in the event that EnCana fails to fulfill its obligations under this Agreement.

12. This Agreement shall be admissible by either EnCana or DEQ/AQD (hereinafter EnCana and DEQ/AQD may be referred to individually as "Party" and collectively as "Parties") without objection by the other Party in any action between these Parties relating to the violations alleged herein.

13. Neither Party hereto shall have any claim against the other for attorney's fees or other costs incurred with the allegations resolved hereby, including costs incurred in the preparation of the Agreement. Each Party shall bear its own attorney fees and costs, if any, incurred through the date this Agreement is signed by both Parties. Each Party assumes the risk of any liability arising from its own conduct. Neither Party agrees to insure, defend or indemnify the other.

14. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by all Parties to this Agreement.

15. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

16. This Agreement, consisting of three (3) pages represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

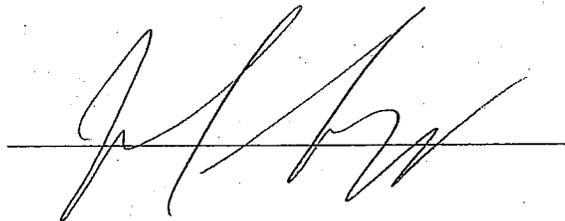
17. The State of Wyoming and the DEQ/AQD do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. ANN. § 1-39-104(a) and all other state law.

18. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Each Party represents that they are authorized to enter into this Agreement and agree to be bound hereby. This Agreement shall become binding upon the Parties once executed by all Parties.

IN WITNESS THEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement:

ENCANA

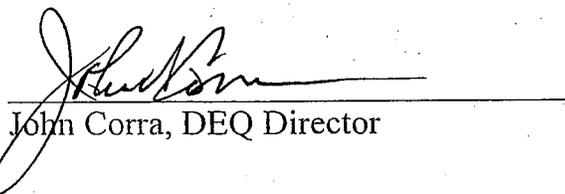
By: 

1-15-2009
Date

STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

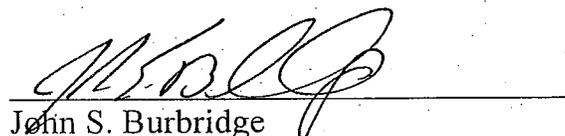
By: 
David Finley, AQD Administrator

1/23/09
Date

By: 
John Corra, DEQ Director

1/23/09
Date

APPRVAL AS TO FORM:

By: 
John S. Burbridge
Senior Assistant Attorney General
Attorney for DEQ/AQD

1-23-09
Date