

**MEMORANDUM OF  
SURFACE DAMAGE AND RELEASE AGREEMENT**

WHEREAS, on the 13<sup>th</sup> day of June, 2013, Duane D. Helton and Brenda S. Helton, whose address is 24965 CR 69, Kersey, CO 80644 ("Owner") entered into a Surface Damage and Release Agreement ("Agreement") with **Bill Barrett Corporation**, 1099 18<sup>th</sup> Street, Suite 2300, Denver, CO 80202 ("Operator"), covering the below described lands in Weld County, Colorado.

Township 5 North, Range 63 West, 6<sup>th</sup> P.M.

Section 27: A parcel of land being part of the West Half (W1/2) of Section Twenty-seven (27) and being more particularly described on the attached Exhibit A

**WHEREAS**, said Agreement provides for, among other things, the right to enter upon and use the Owner's property for the purpose of erecting, maintaining, and reclaiming well site location(s) for one (1) or more wells on Owner's land. Said Agreement sets forth payment and specific amounts to cover damages resulting from the construction, use and maintenance of the well site location(s). Said Agreement provides for beneficial reuse of cuttings/drilling mud on the lands described above with Owner's approval. Said Agreement, with all of its terms, conditions, covenants and other provisions, is referred to and incorporated into this Memorandum for all purposes.

**WHEREAS**, said Agreement also provides that Owner expressly acknowledges that this Agreement satisfies BBC's obligation under COGCC rules to consult in good faith with the surface owner regarding the proposed oil and gas operations and that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of BBC to accommodate Owner's use of the surface of the described lands, existing or future, and waives any statutory or common law claims to the contrary.

**WHEREAS**, said Agreement further provides for the waiver by Owner of all notices as required by the COGCC for issuing APDs and as may be required under provisions of COGCC Rule 305. Said Agreement further provides that the provisions of Rule 306.a. "Consultation with surface owner" have been met or waived. Said Agreement further provides for 1) the waiver by Owner of any COGCC setbacks inconsistent with this Agreement, including, but not limited to, setbacks for high density areas and surface lot lines; 2) the waiver by Owner of the COGCC well location requirements of Rule 318A.a., locating a well outside of the GWA drilling window, and 318A.c., locating a well more than 50 feet from existing wells; and 3) the waiver by Owner of its right to appeal COGCC APDs or conditions of approval for such permits.

**NOW, THEREFORE**, this Memorandum of Surface Use and Release Agreement is executed for the purpose of recordation in the office of the County Clerk of Weld County in order to give notice of the Agreement. It is not intended by this Memorandum to construe, define, limit or modify said Agreement, but to merely disclose to the public that said Agreement does exist.

**OWNER(s)**

Duane D. Helton

Duane D. Helton

Brenda S. Helton

Brenda S. Helton

**BILL BARRETT CORPORATION**

By: Steve W. Rawlings

Steve W. Rawlings  
Senior Vice President – Operations

*47.*

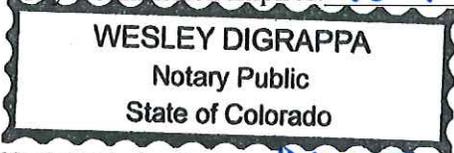
**ACKNOWLEDGEMENTS**

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

On this 24 day of JUNE 2013, before me personally appeared Steve W. Rawlings, known to me to be the Senior Vice President – Operations of BILL BARRETT CORPORATION and that he executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 10.6.2015



Notary Public: [Signature]

My Commission Expires 10.6.2015  
STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2013 by Duane D. Helton.



My Commission Expires 07.06.2016

Notary Public: [Signature]

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2013 by Brenda S. Helton.

My Commission Expires 07.06.2016



Notary Public: [Signature]

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

Exhibit "A"  
Surface Damage and Release Agreement  
Dated the 23<sup>rd</sup> day of June, 2013  
Duane D. and Brenda S. Helton and Bill Barrett Corporation

A parcel of land being part of the West Half (W 1/2) of Section Twenty-seven (27), Township Five North (T.5N.), Range Sixty-three West (R.63W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

**BEGINNING** at the Northeast Corner of Section Thirty-four (34) and assuming the East line of the Northeast Quarter (NE1/4) of said Section 34 as bearing South 00°41'19" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2616.43 feet with all other bearings contained herein relative thereto:

THENCE South 89°47'13" West along the North line of said Section 34, also being the South line of said Section 27, a distance of 3922.42 feet to the West Sixteenth Corner common to Sections 27/34-T.5N.-R.63W.;

THENCE North 00°40'09" East along the East of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of said Section 27 a distance of 590.95 feet to the **TRUE POINT OF BEGINNING**:

THENCE continuing North 00°40'09" East along said East line a distance of 725.06 feet to the Northeast Corner of said SW1/4 SW1/4;

THENCE South 89°02'21" West along the North line of said SW1/4 SW1/4 a distance of 984.44 feet to a point Three Hundred feet (300') Easterly of as measured at right angles to the West line of said Section 27;

Thence along a line Three Hundred feet (300') Easterly of as measured at right angles to and parallel with the West line of said Section 27 by the following Two (2) courses and distances:

THENCE North 01°11'42" East a distance of 1313.44 feet;

THENCE North 00°56'18" West a distance of 1778.23 feet;

THENCE South 58°47'25" East a distance of 1411.62 feet;

THENCE South 00°49'07" East a distance of 3230.87 feet;

THENCE North 59°31'38" West a distance of 320.14 feet to the **TRUE POINT OF BEGINNING**.

Said described parcel of land contains 80.016 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

SURVEYOR'S STATEMENT

I, Charles B. Jones, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

  
Charles B. Jones - on behalf of King Surveyors, Inc.

Colorado Registered Professional

Land Surveyor #22098



**KING SURVEYORS, INC.**  
9299 Eastman Park Drive  
Windsor, Colorado 80550  
(970) 686-5011

Project Number: 2003461A  
(File: L:\2003461\parcel#3-a1.wpd)

(January 24, 2005)

