



STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

SURFACE USE AGREEMENT
OT 110361
Non-State and Pooled or Communitized Minerals

THIS SURFACE USE AGREEMENT ("Agreement"), dated this 15th day of April, 2016, ("Effective Date") is made by and between the State of Colorado, acting by and through the Colorado State Board of Land Commissioners, whose address is 1127 Sherman Street, Suite 300, Denver, CO 80203, herein called the "State Land Board", and, Bill Barrett Corporation, whose address 1099 18th Street Ste. 2300, herein called the ("Operator").

WHEREAS, the State Land Board represents that it is the surface owner and in possession of the surface estate in all or part of the following lands located in Weld County, Colorado (the "Property"):

Subdivision SWSW, Section 22, Township 5N, Range 62W

WHEREAS, the State Land Board acknowledges that the Operator has certain rights to conduct oil and gas operations under the terms of oil and gas lease(s) underlying or adjacent to the Property;

WHEREAS, the State Land Board and the Operator, together also herein be called the "Parties", desire to facilitate development of the oil and gas resources based on reasonable access and use of the Property, and to reach an understanding and agreement regarding the Operator's surface access and use and to minimize disturbance associated with oil and gas operations.

NOW, THEREFORE, in consideration of the terms and conditions cited below, the State Land Board and the Operator agree as follows:

1. Surface Rights

The State Land Board agrees to allow the Operator reasonable use of a portion of the Property to build well pad(s), tank batteries, access road(s); construct pipelines, flowlines, gathering lines and powerlines; and to drill, complete, produce and operate vertical, directional or horizontal wells (the "Operations"). Operations on the Property shall be confined to a limited portion of the surface of the Property exclusively reserved for Operations (the "Operations Area"), together with an "Access Corridor," as necessary, for access roads and associated lines, containing 10.868 acres which is further identified on Exhibit A. The Operator shall have the exclusive right to utilize the Operations Area provided the State Land Board may use the balance of the Property and the Access Corridor for State Land Board purposes that do not materially interfere with Operations. Furthermore, the Operator shall have the right to access and use the Property in "Emergency Situations". Emergency Situations is defined as situations that require immediate attention in order to protect human life or prevent further degradation of the land.

2. Subsurface Rights

To the extent that the State Land Board owns the sub-surface rights underlying the Property the State Land Board hereby grants to the Operator a subsurface easement for passage of any portion of the directional or horizontal wellbore for a well located on the Operations Area through the State

Land Board owned sub-surface to a bottom hole location off of State Land Board property, provided such easement does not conflict with the terms of any State Land Board lease now in effect, or that may be granted in the future.

3. Term

This Agreement shall have a primary term of three (3) years (the “Primary Term”) and shall continue for so long thereafter as any well utilizing the Operations Area continues to produce oil or gas. If, after the expiration of the Primary Term of this Agreement, production from all wells utilizing the Operations Area should cease for any cause for a period of more than two (2) years, the State may terminate this Agreement, provided that the Operator may request annual one-year extensions to this Agreement by (i) providing evidence of compliance with COGCC Rule 326.B - Mechanical Integrity Testing for Shut-in Wells, which may be in the form of COGCC Form 21 - Mechanical Integrity Test and, (ii) paying the State Land Board, in addition to the Annual Payment, \$1,000 per acre of the Operations Area.

If the Operator fails to commence Operations on the Operations Area during the Primary Term by established production from wells located on the Operations Area or from off-site Wells utilizing facilities located on the Operations Area, this Agreement will terminate at the end of the Primary Term.

Upon termination of Operations, this Agreement shall remain in effect as to other terms and conditions until all wells are plugged and abandoned and the reclamation and clean-up requirements set out in the “Reclamation” section below have occurred consistent with the Colorado Oil and Gas Conservation Commission (the “COGCC”) regulations then in effect, and to the reasonable satisfaction of the State Land Board.

Agreement extensions in the absence of oil or gas production or in the event that the Operator fails to comply with 3.i and 3.ii above may be granted at the sole discretion of the State Land Board.

4. Indemnification

The Operator shall indemnify and hold the State Land Board, including without limitation all State Land Board officers, agents, employees and Board members (collectively “Board Indemnitees”) harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to the Operator’s Operations on the Operations Area and the Property including, but not limited to, environmental issues, erosion, sedimentation, surface and sub-surface damage, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, strict liability, or statutory liability (“Claims”), except to the extent such Claims arise from the Board Indemnitees’ gross negligence or willful misconduct. The Operator further covenants and agrees to defend any suits brought against the State Land Board on any Claims, and to pay any judgment against the State Land Board resulting from any suit or suits, together with all costs and expenses relating to any claims, including reasonable attorney’s and expert fees, arising from the Operator’s Operations on the Property, or other land owned by the State Land Board, except to the extent such Claims arise from the State Land Board’s gross negligence or willful misconduct. The State Land Board, if it so elects, shall have the right to participate in its defense in any suit or suits in which it may be a party, inclusive of using separate counsel without relieving the Operator of the obligation to defend the State Land Board. The State Land Board shall have the right to employ separate counsel in any action, suit or proceeding if, in accord with applicable codes or rules of attorney conduct, there would be an unwaivable or unwaived conflict of interest between the Operator and the State Land Board so that they cannot be represented by the same counsel and,

under such circumstances, the fees and expenses of such separate counsel shall be paid solely by the Operator.

5. Payments to the State Land Board

- A. Initial Damage Payment - On the Effective Date of the Agreement the Operator shall pay the State Land Board \$54,340.00, based on the surface use rates set forth on Exhibit B for surface damage, impact and use of the Operations Area and the Access Corridor.
- B. Well Payments - In addition to the Initial Damage Payment, the Operator shall pay the State Land Board a one-time payment for any and all wells located on the Operations Area totaling \$25,000.00 calculated based on the rates forth on Exhibit B. Well Payments are due on the next annual anniversary date of the Effective Date following when the well is spud, defined as when the drill bit contacts the ground to start the process to drill for and install surface casing.
- C. Annual Payment - The Operator shall pay the State Land Board annually, on or before each anniversary of the Effective Date for so long as this Agreement remains in effect, an Annual Payment of \$4,662.50, calculated based on the rates set forth on Exhibit B. The State Land Board may accept, in lieu of Annual Payments, a lump-sum one-time payment on the Effective Date of this Agreement, at the sole and absolute discretion of the State Land Board
- D. Access Corridor Payment: The operator shall pay a one-time Access Corridor Payment to the State Land Board, as indicated on Exhibit B, for access roads, pipeline and powerline easements, and all other disturbances outside the Operations Area. Payment shall be made prior to construction and the Operator may be subject to either the SUA or a separate Right-of-Way ("ROW") agreement. Operator shall consult with and obtain approval from the State Land Board for Access Corridors and shall cooperate with the State Land Board regarding the location and construction timing for any pipeline burial in order to minimize surface disturbance, and shall pay the State Land Board based on the compensation schedule set forth on Exhibit B. For accuracy of measurement, Operator shall provide an As-Built Survey and the Access Corridor Payment may be adjusted accordingly.
- E. Production Facilities Payment - Upon written approval by the State Land Board, the Operator shall pay the State Land Board a one-time payment for each well located off the Operations Area ("Off-Site Wells") that uses facilities located on the Operations Area, including without limitation, tanks and compressors, and all associated oil and gas production and operational facilities (the "Production Facilities"), calculated based on Exhibit B ("Production Facilities Payment"). The State Land Board's written approval and the Production Facilities Payment are due prior to constructing pipelines or producing hydrocarbons from Off-Site Wells to the facilities located on the Operations Area and such use will be granted at the State Land Board's sole and absolute discretion.
- F. Rental Adjustment - On the tenth anniversary of this Agreement and every fifth anniversary date thereafter the Annual Payment shall be increased based on the change in Consumer Price Index - All Urban Consumers, "CPI-U" (CUUR0000SA4) (Base Period 1982-84=100) (the

"Index"), as first published by the U. S. Department of Labor, Bureau of Labor Statistics, for the five year period preceding such anniversary date.

On the tenth anniversary of this Agreement and annually thereafter the Annual Payment may be reduced based on a reduction in size of the Operations Area due to interim reclamation subject to written approval by the State Land Board's District Manager or their appointee.

6. Excess Damage

If the Operations cause damage to (i) the Property located outside of the Operations Area or (ii) any other State Land Board-owned surface, or (iii) personal property located on Property outside of the Operations Area and Access Corridor, or if Operator's surface use exceeds the use contemplated herein, causing damage, including without limitation damage or destruction of land, crops, livestock, structures, buildings, fences, culverts, concrete ditches, irrigation systems, and natural water ways, Operator shall repair or replace the damaged property, or shall pay reasonable compensation to the State Land Board or the owner of such personal property for the replacement or repair of the damaged property. Failure to timely repair, replace or pay for additional damages may result in termination of this Agreement subject to notice and cure rights contained in paragraph 20.

7. Consultation

- A. Surface Owner - Prior to execution of this Agreement, Operator shall meet with a State Land Board representative to define the Operations Area and Access Corridor as set forth on Exhibit A. Except for Emergency Situations, Operators shall be confined to the Operations Area and Access Corridor, and any change to Exhibit A requires prior consultation and written approval of the State Land Board. Except as indicated in paragraph 28, the State Land Board does not waive any COGCC surface owner consultation requirements, and the Operator shall not seek a variance to any required consultation without the advance written approval of the State Land Board.
- B. Colorado Parks and Wildlife - Prior to executing this Agreement, Operator shall consult with Colorado Parks and Wildlife (CPW) representatives as required by COGCC Rules, and as required by the State Land Board, to determine if the Property contains CPW mapped High Priority Habitat (HPH) and/or occurrences of Federally-listed Endangered, Threatened, or Candidate Wildlife. The Operator shall review the Colorado Natural Heritage Program (CNHP) data to identify animal and plant species of concern. Evidence of such consultation and review and the Operator's design measures and best management practices (BMPs) to be employed to avoid and minimize adverse impacts to biological resources, species, and habitats must be attached to this Agreement as Exhibit C. The Parties mutually agree that any violation or non-compliance with the Exhibit C design measures and BMPs, in whole or in part, arising directly or indirectly from the use, occupation or control of the Property and the Operations Area, by the Operator or the Operator's Contactors is a default of this Agreement and the State Land Board may terminate this Agreement, subject to notice and cure rights contained in paragraph 20. In addition, the Parties mutually agree that Operator will pay liquidated damages of \$1,000 per day for any such violation of or non-compliance with the Exhibit C design measures and BMPs.

8. As-Built Information

No later than 90 days after completion of construction of the well site, Production Facilities, access roads and pipelines, individually or together, or concurrently upon an Operator's submission of an As-Built Survey to the COGCC, whichever is earlier, the Operator shall provide the State Land Board with a certified plat showing the actual dimensions of the Operations Area and the Access Corridor and the total number of acres disturbed ("As-Built Survey"). Should the operator need to use lands to conduct additional operations outside of the area defined in the As-Built Survey, the Operator must obtain written approval from the State Land Board and the State Land Board can require a new As-Built Survey to include the additional acreage being used.

9. Operational Standards

At all times the Operator and its Contractors shall enter and use the Property, including the Operations Area, and shall conduct all Operations thereon, in a good, careful, safe, and workmanlike manner, in compliance with applicable state rules and regulations including those of the COGCC, the Colorado Air Quality Control Commission and any other State or Federal agency with jurisdiction over Operations, the applicable oil and gas lease(s), and this Agreement. Operator shall strive to identify and use the best management practices then available for surface management of oil and gas operations. The term "Contractors" shall include any third party and its employees, agents and affiliates that are retained, engaged or employed by the Operator to conduct Operations on the Property.

- A. Limitation - The Operator shall use the Operations Area only for Operations as depicted and detailed on Exhibit A. No Operations, compressors, pipelines, powerlines, access roads, facilities, and equipment beyond those provided for on Exhibit A are allowed without the prior written consent of the State Land Board, except for Emergency Situations.
- B. Compliance - Operator shall inform all Contractors of the standards contained herein. Should any Contractor fail to comply with Operator's obligations set forth herein, Operator shall be responsible and liable to the State Land Board for resulting damages.
- C. Road standards - To the extent technically feasible, as agreed to by the Parties, Operator shall use existing roads to access the Operations Area and Access Corridor, except for Emergency Situations.
 - I. Access roads shall be limited to approximately thirty-feet, being fifteen feet on each side of the centerline, and shall be constructed along the boundary lines of the Property, or along the section lines of the Property, to the extent technically feasible, as agreed by the Parties.
 - II. Culverts shall be installed at ditch and drainage crossings, and shall be sized to prevent obstruction to the free flow of the volumes of water being carried, inclusive of flood stages. If existing culverts are damaged or destroyed Operator agrees to promptly repair or replace such culverts.
 - III. Upon the State Land Board's written request, the Operator shall construct cattle guards at all places where Operator requires access through the State Land Board's fences. Permanent gates shall be installed at each point where an access road intersects perimeter or cross fences. If the State Land Board or Operator elects to

lock any gate on the access road, keys shall be provided to the other party.

- IV. All access roads shall be kept and maintained free from ruts. Access roads shall be compacted and an adequate amount of crushed aggregate and lighter gravel shall be added on top of the surface of the access road to minimize rutting and damage to the surface.
 - V. During dry months, Operator shall apply fresh water (or water to a standard suitable for irrigation purposes) to the surface of the access roads to reasonably limit dissemination of dust.
 - VI. The use and construction of any access roads shall not include a right of use by the general public. Operator shall be responsible for maintaining all access roads and any existing roads utilized by Operator, at Operator's sole cost and expense.
 - VII. Operator shall impose a reasonable speed limit, not to exceed twenty miles per hour on the access road, and Operator shall be responsible for all traffic on the access road occurring in connection with Operations, including without limitation any damage to livestock or growing crops.
- D. Water Protection - Operator shall protect all water sources and conveyance structures, and test water quality in accordance with COGCC rules and regulations. All water sampling and testing shall be completed at Operator's expense by a reputable testing consultant selected by the Operator.
- E. Fencing - To exclude livestock, upon the State Land Board's request, Operator shall fence any drill site, or if production is established, any well site, with a wildlife friendly four strand wire fence secured by posts at appropriate intervals. Pits must be separately fenced and netted according to the State Land Board's specifications to protect birds and wildlife. Final fencing materials shall be determined based on best management practices for the protection of wildlife agreed to by the Parties.
- F. Production Containment - Operator will install and maintain steel containment rings around production tanks and associated facilities, and install steel berms and an impervious synthetic liner within bermed areas and use best management practices to prevent any hydrocarbon substances from infiltrating soil or ground water.
- G. Buried Pipelines - Operator shall bury all pipelines to a minimum depth of 36 inches.
- H. Additional Surface Installations - At the State Land Board's request, Operator shall install additional screening, fencing, and landscaping around a wellsite to minimize noise and aesthetic impacts.

- I. Prohibited Activities - The Operator and its Contractors may not hunt, fish, or possess firearms, alcoholic beverages, or illegal drugs on the Property.
- J. Weed Control - The Operator shall keep the Operations Area and Access Corridor free of weeds as required by COGCC Rule 1003(f). Noxious weeds shall be sprayed within two (2) weeks of any request by the State Land Board for such spraying.
- K. Trash and Debris - Operator shall keep the Operations Area free from trash and debris and shall provide for periodic removal of all trash and debris from the Operations Area.
- L. Erosion Control - If the State Land Board identifies portions of the Property where Operations have caused erosion Operator agrees to take reasonable measures to control erosion, including without limitation installation of soil berms or diversions, mulching, seeding or soil binders.
- M. Storage Prohibited - The Operator shall not store any oil and gas equipment, machinery, vehicles, pipe or other item on the Operations Area that is not required in connection with Operations, without the prior written consent of the State Land Board.

10. Reclamation

Prior to initiating reclamation activities, Operator agrees to consult with the State Land Board. The Operator shall reclaim the Operations Area and the Access Corridor(s) and other associated impacted State Land Board-owned land for damages resulting from the Operator's Operations, at its sole expense as nearly as practicable to its original condition. Interim and final reclamation shall be to the satisfaction of the State Land Board and shall, at a minimum, comply with all appropriate reclamation regulations, including COGCC Reclamation Regulation Series 1000 and Series 1100, and any more stringent reclamation regulations adopted by the COGCC while this Agreement is in effect. Additional interim and final reclamation requirements and standards, if any, are attached hereto as Exhibit D.

The existence of this Agreement shall not relieve the Operator of its obligation to fully comply with all of the COGCC Rules.

11. Other Lessees

Subject to Section 1 of this Agreement, Operator acknowledges that the State Land Board may have granted rights of surface use to additional third-parties. The State Land Board will provide Operator, upon request from the Operator, with the necessary information regarding any rights granted to additional third-parties. The Operator must use reasonable efforts to minimize the impact of its Operations on the other surface lessees and their surface use(s).

12. ASSIGNMENT

This Agreement is assignable, in whole or in part, by either party, subject to the following:

- A. The Operator may assign this Agreement in whole or in part with written consent of the State Land Board. Such consent will not be unreasonably withheld. The Operator may assign its rights in the Agreement only following written disclosure to the assignee of the existence of this Agreement, and such assignment must be expressly subject to the assignee's assumption of all terms, conditions and obligations of this Agreement.

B. The State Land Board may assign or convey its interest in the Property or any portion thereof only following written disclosure to the assignee of the existence of this Agreement, and such assignment or conveyance must be expressly subject to all terms and conditions of this Agreement, and the assumption by such assignee or grantee of all obligations of the State Land Board under this Agreement.

13. Successors and Assigns

When the word Operator is used in this Agreement, it shall also mean the successors and assigns of the Operator, including but not limited to its employees and officers, agents, affiliates, Contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

14. Confidentiality

The existence and terms of this Agreement may be a public record and subject to the Colorado Open Records Act ("CORA"), C.R.S. § 24-72-200.1, et. seq. Data, maps, surveys, and other information prepared by or furnished to the State Land Board pursuant to this Agreement are subject to the confidentiality provisions of C.R.S. § 36-1-138(2). The Operator may record a memorandum or redacted form evidencing the existence of this Agreement.

15. Governing Law/Venue

This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be the City and County of Denver.

16. Written Modifications

This Agreement, including its Exhibits, may only be amended in writing signed by both Parties. All notices to either party shall be in writing addressed to the Parties at the address first set forth below.

17. Notices

Any notice or other communication given by either party to the other relating to this Agreement shall be in writing, delivered by U.S. mail or sent by reputable overnight courier, to such other party at the respective addresses set forth in this Agreement (or at such other address as may be designated from time to time by written notice given in the manner provided in this Agreement). If sent by certified mail, return receipt requested, such notice shall be deemed effective on receipt.

If to the State Land Board:
Colorado State Board of Land Commissioners
Attention: Oil and Gas Leasing Manager
1127 Sherman St., #300
Denver, CO 80203

IF TO OPERATOR:
BILL BARRETT CORPORATION
1099 18TH ST STE 2300
DENVER, CO 80202

18. Insurance

The Operator shall, at its sole cost and expense, prior to any surface disturbance and continuing during the entire term of the Agreement through final reclamation, procure, pay for and keep in full force and affect the following types of insurance:

A. Liability Insurance

- I. A comprehensive policy of liability insurance covering the Property insuring the Operator in the amount and types of insurance required by the COGCC, but not less than one million dollars (\$1,000,000) per occurrence.

B. General Provisions of Insurance Policies

- I. All liability policies of insurance carried by the Operator shall name the Operator as insured and shall include the State Land Board as additional insured on the policy.
- II. The Operator shall not cancel the policy until thirty (30) days prior written notice is given to the State Land Board. If the policy is cancelled by the insurance company, the Operator shall notify the State Land Board within ten (10) days of the Operator receiving notification of such cancellation.
- III. The Operator shall furnish to the State Land Board a certificate of insurance or Letter of Self-insurance at the request of the State Land Board.

C. The State Land Board may, in its sole discretion, allow the Operator to self-insure for these insurance requirements.

19. Bond

Without impacting the requirements of the COGCC, prior to accessing the Property and commencing construction and Operations, the State Land Board will require Operator to file a good and sufficient bond in the initial minimum amount of \$25,000 securing the state against loss of rents or other loss or waste, or occupation of the land for more than thirty days after the cancellation or expiration of the lease by Operator, on up to five acres of the Property. The Bond amount will increase at a rate of \$5,000 per acre or fraction thereof for surface disturbance and damage in excess of five acres. The Lessee may satisfy this individual lease bond obligation by maintaining a blanket bond with Lessor in an amount determined by Lessor. The State Land Board may accept cash, a surety bond, or a bank irrevocable letter of credit and will require that such bond be held in full force and effect after the termination or expiration of this Agreement until such time that the State Land Board has approved final reclamation of the Operations Area. The State Land Board agrees to take into account any additional bonding requirements imposed for the protection of the surface estate, provided there is no obligation that the State Land Board will reduce the bond amount.

20. Default and Remedies

- A. In addition to any defaults specified in other sections of this Agreement, the failure of Operator to comply with or to perform any of its obligations under this Agreement in whole or in part or in a timely or satisfactory manner may constitute a default.
- B. The State Land Board may also determine the Operator is in default any time the COGCC issues to the Operator a Notice of Alleged Violation relating to the Operator's Operations on or connected to the Property.
- C. The State Land Board shall promptly notify the Operator in writing of any default under this Agreement. Operator shall immediately commence and diligently pursue action calculated to cure the claimed default and prosecute such action as necessary to fully remedy and cure such default to the reasonable satisfaction of the State Land Board within 60 days after service of written default notice. Operator will contact the State Land Board within 10 days after service

of written notice to the Operator by the State Land Board if the cure will reasonably require more than 60 days to complete or if concurrent corrective actions required by the COGCC may require an extension to the 60 day cure period.

- D. If Operator fails to cure the default as provided in this Paragraph 20.C., the State Land Board may:
- I. Declare this Agreement terminated and the Operator shall surrender and peaceably deliver to the State Land Board the Property and the Operations Area, in accordance with and subject to the terms of this Agreement, and such Property shall be in good condition.
 - II. Require the Operator to pay \$1,000.00 per day of the Default as Liquidated Damages commencing on the date that the Default occurs and ending on date that the Operator has fully remedied and cured the default to the reasonable satisfaction of the State Land Board or when the Parties have otherwise reached an agreement to settle the default. Whenever Liquidated Damages are available in this Agreement, the Parties have agreed that the State Land Board's actual damages, in the event of the Operator's Default, would be extremely difficult or impracticable to determine. After negotiation, the Parties have agreed that, considering all the circumstances existing on the date of this Agreement, this amount is a reasonable estimate of the damages that the State Land Board would incur in such event. Each party specifically confirms the accuracy of the statements made above and each party has had the opportunity to be represented by counsel to explain, at the time this Agreement was made, the consequences of this Liquidated Damages provision. The Parties represent that they have either retained legal counsel, or have declined to do so.
 - III. Enforce the terms of this Agreement through specific performance.
 - IV. Seek damages for the failure to comply with the terms of this Agreement.
 - V. Require payment from the bond required in Paragraph 19.
 - VI. Seek all other available remedies in law and equity.
- E. The State Land Board's rights and remedies, including those not specifically described, available in law or equity shall be cumulative, and the State Land Board may pursue any or all of such rights and remedies at the same time or separately. Nothing in this Paragraph 20 relieves the Operator of any responsibility for the final reclamation of the Property and the Operations Area and the Access Corridors, or the requirement to comply with all COGCC rules and regulations.

21. Title and Condition

The Operator enters into this Agreement with the Property in its "as is" condition with all faults, including the environmental condition of the Property. The State Land Board makes, and the Operator affirms that the State Land Board has made no representations or warranties, express or implied, of any kind whatsoever with regard to the title or condition of the Property or its fitness or suitability for any particular use. The Operator acknowledges that it is solely responsible for

performing its own due diligence and for becoming fully familiar with the title, encumbrances and condition of the Property and any applicable restrictions, uses, or other conditions that might affect the Operator's development or use for a particular purpose.

22. Force Majeure

If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to and receiving approval from the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference for a period not to exceed ten (10) years, provided Force Majeure shall not excuse the obligation to timely pay the Annual Payment that shall continue to be due as set forth herein. The affected party shall use its reasonable efforts and due diligence to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, civil strife or other violence; strikes or labor disputes; or any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility. Such determination of Force Majeure shall be at the State Land Board's reasonable sole discretion.

23. No Partnership or Joint Venture

This Agreement does not create any agent-principal or principal-agent relationship, joint venture, partnership, or other similar relationship between the State Land Board and the Operator, and neither party shall have the power to bind the other except as expressly set forth in this Agreement.

24. Partial Invalidity

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. Severability and Survival Of Terms

No waiver of any right under this Agreement shall be effective for any purpose unless in writing signed by the party possessing the right, and no such waiver shall be construed to be a waiver of any subsequent provision, right, or term of this Agreement. Failure of the State Land Board or the operator to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver of any of its rights under this Agreement. No waiver by the State Land Board or the Operator at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

26. Entire Agreement

This Agreement and all addenda, exhibits, and schedules attached hereto, contains the entire agreement with respect to the subject matter. No oral statement or prior written matter shall have any force or effect, with an exception being for a separate Right of Way ("ROW") agreement. The

Operator agrees that it is not relying on any representations or agreements other than those contained in this Agreement.

27. Counterpart signatures.

This Agreement may be executed in duplicate counterparts, each of which shall be considered an original, but both of which shall constitute one and the same instrument. This Agreement shall be binding on all signers whether or not signed by the other party.

28. Rules and Laws

The terms and conditions of this Agreement shall be performed and exercised subject to all applicable federal, state, and local laws, rules, regulations, orders, local ordinances or resolutions applicable to and binding upon the administration of lands owned by the State of Colorado, and to laws, rules and regulations governing oil and gas operations in Colorado, including, but not limited to, the rules and regulations of the COGCC. The Operator must immediately forward any notice of noncompliance of violation related to Operations on the Property to the State Land Board. Should the Operator have a good faith dispute with any local government or authority, other than the State Land Board, regarding the application of a rule, regulation, ordinance, order or ruling, the State Land Board shall not consider the good faith contest or appeal of such rule, regulation, ordinance, order or ruling a violation of this Agreement while any appeal or other recognized legal or administrative process is pending to resolve the dispute.

The State Land Board shall approve all COGCC required waivers that are consistent with the terms of this Agreement and the Exhibit A Operations on the Operations Area. Waivers for operations outside of or in conflict with this Agreement may be approved at the State Land Board's absolute and sole discretion.

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

The State Land Board: Colorado State Board of Land Commissioners

By: Pete Milonas
Printed Name: Pete Milonas
Title: Minerals Director

Operator: BILL BARRETT CORPORATION

By: Kenneth A. Wonsleben PKM
Printed Name: Kenneth A. Wonsleben
Title: Senior Vice President - General Counsel

**SURFACE USE AGREEMENT
OT 110361**

**EXHIBIT A
OPERATIONS, OPERATIONS AREA AND ACCESS CORRIDOR(S)**

**EXHIBIT B
PAYMENTS**

**EXHIBIT C
CONSULTATION
DESIGN MEASURES AND BMPs**

**EXHIBIT D
RECLAMATION**

EXHIBIT B - 1
to
SURFACE USE AGREEMENT OT 110361

PAYMENT TABLE

Fee Category	Tier 1	Tier 2	Tier 3
	State has a mineral interest of greater than or equal to 50% but less than 100% ⁵	State has a mineral interest of greater than 10% but less than 50%	State has a mineral interest of less than or equal to 10% ⁴
Initial Damage Payment: Initial well pad or facility payment per acre	\$5,000	\$7,500	TBD
Well Payments: Well payment per well ¹	\$5,000 one-time	\$7,500 one-time	TBD ⁶
Annual Payment: Rental due per year	10% of initial well pad or facility payment	10% of initial well pad or facility payment	TBD
Access Corridor Payment: Access roads, pipeline and powerline easements, and other off-pad disturbances	\$5,000 per acre or ROW pricing ² , one-time payment	\$5,000 per acre or ROW pricing ² , one-time payment	TBD
Production Facilities Payment: Off-property wells producing through an onsite Production Facility ³	\$5,000 per well, one-time payment	\$7,500 per well, one-time payment	TBD

(1) Payment is due on or before the next annual anniversary date after the spud of a well.

(2) \$5,000 per acre or the Standard State ROW rates, whichever is greater; may be subject to either the SUA or a separate ROW agreement.

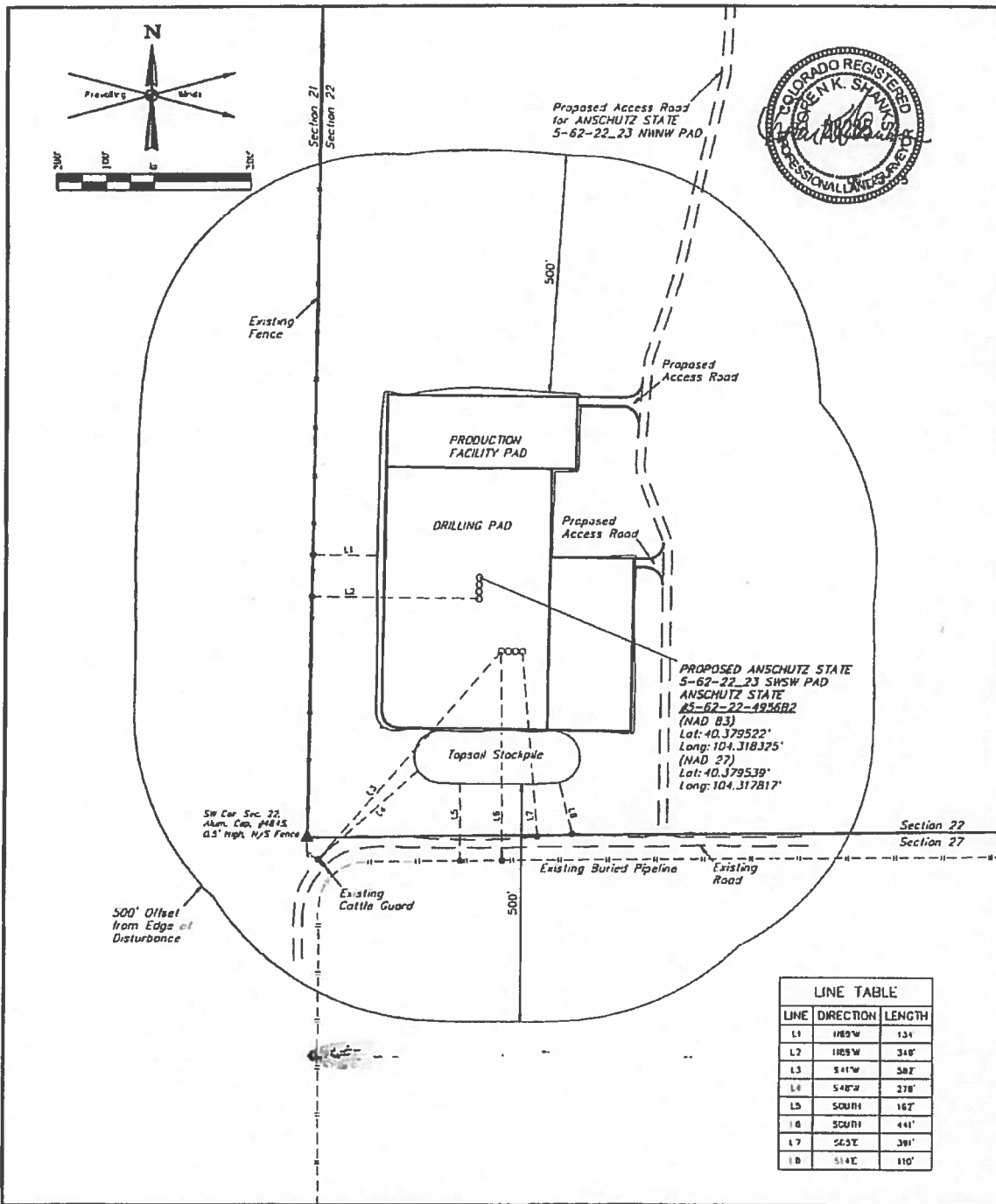
(3) Requires prior written approval by the State Land Board and payment before any construction may begin. Please refer to the COGCC Rules and Regulations for the definition of Production Facility.

(4) All applications that fall into the Tier 3 category require that the proposed fee structure be submitted to the Board for approval.

(5) SUAs are not required when the state has 100% mineral ownership or when wellbores are contained entirely within state minerals.

(6) Well Payments will be \$10,000 when the Initial Damage Payment falls into Tier 1 or Tier 2.

EXHIBIT A-
OPERATIONS, OPERATIONS AREA AND ACCESS CORRIDOR(S)



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	1182°W	134'
L2	1189°W	348'
L3	541°W	582'
L4	548°W	278'
L5	SOUTH	162'
L6	SOUTH	441'
L7	S65°E	391'
L8	S14°E	110'

PLANT COMMUNITY

- ☐ DESERT WILDGRASSLAND
- ☐ NATIVE GRASSLAND
- ☐ SUBURB LAND
- ☐ PLAINS RIPARIAN
- ☐ MOUNTAIN RIPARIAN
- ☐ FOREST LAND
- ☐ WETLANDS NATURAL
- ☐ UPLAND
- ☐ OTHER (Describe)

CURRENT LAND USE

- | | | | | | |
|--------------|-------------------------------------|-------------------------------------|---|---|------------------------------|
| CROPLAND | <input type="checkbox"/> IRRIGATED | <input type="checkbox"/> DRY LAND | <input type="checkbox"/> IMPROVED PASTURE | <input type="checkbox"/> NATURAL | <input type="checkbox"/> C&P |
| NON-CROPLAND | <input type="checkbox"/> RANGELAND | <input type="checkbox"/> TIMBER | <input type="checkbox"/> RECREATIONAL | <input type="checkbox"/> OTHER (Describe) | |
| UNDEVELOPED | <input type="checkbox"/> INDUSTRIAL | <input type="checkbox"/> COMMERCIAL | <input type="checkbox"/> RESIDENTIAL | | |

FUTURE LAND USE

- | | | | | | |
|--------------|-------------------------------------|-------------------------------------|---|---|------------------------------|
| CROPLAND | <input type="checkbox"/> IRRIGATED | <input type="checkbox"/> DRY LAND | <input type="checkbox"/> IMPROVED PASTURE | <input type="checkbox"/> NATURAL | <input type="checkbox"/> C&P |
| NON-CROPLAND | <input type="checkbox"/> RANGELAND | <input type="checkbox"/> TIMBER | <input type="checkbox"/> RECREATIONAL | <input type="checkbox"/> OTHER (Describe) | |
| UNDEVELOPED | <input type="checkbox"/> INDUSTRIAL | <input type="checkbox"/> COMMERCIAL | <input type="checkbox"/> RESIDENTIAL | | |

BILL BARRETT CORPORATION

ANSCHUTZ STATE 5-62-22_23 SWSW PAD
ANSCHUTZ STATE #5-62-22-6457C2B, 6457B2B,
6457C2, 4956B2, ANSCHUTZ STATE FED
#5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2
SW 1/4 SW 1/4, SECTION 22, T3N, R62W, 6th P.M.
WELD COUNTY, COLORADO



UELS, L.L.C.
Corporate Office • 85 South 200 East
Vernal, UT 84078 • (435) 789 1017

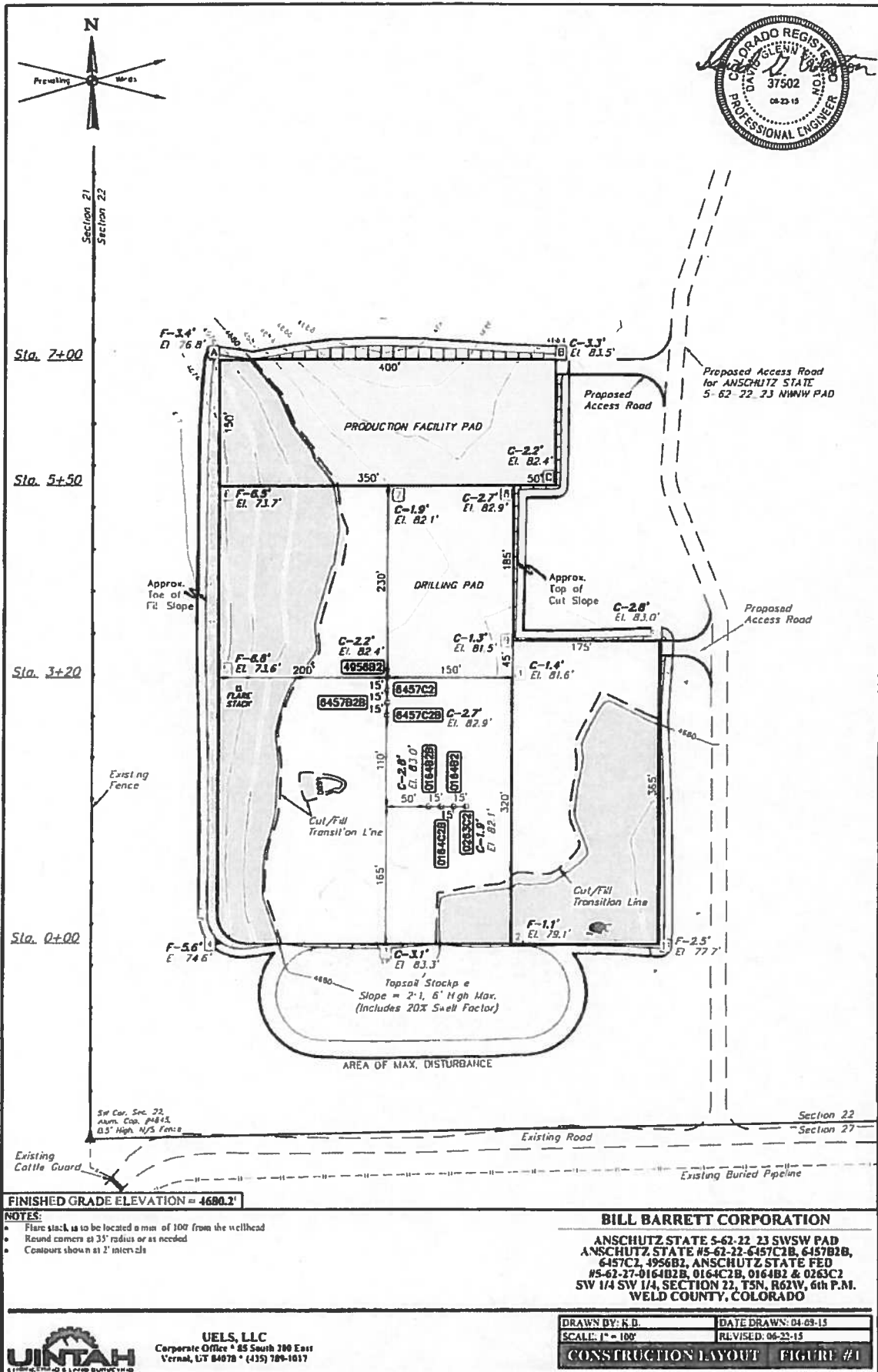
SURVEYED BY DALLAS NIELSEN, B.C. | SURVEY DATE: 06-04-13

DRAWN BY K.B. | DATE DRAWN: 04-08-13

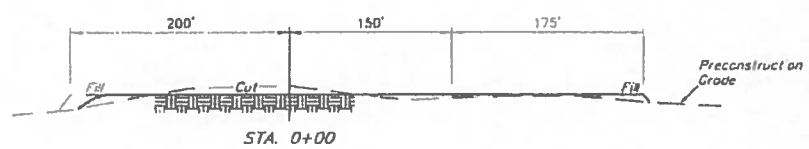
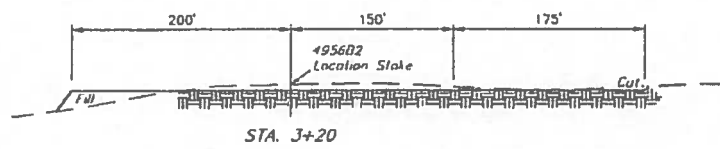
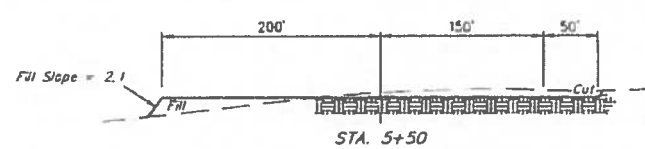
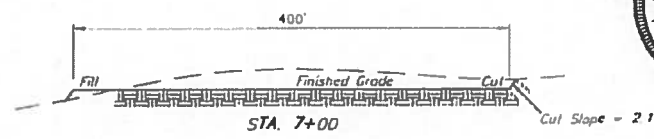
SCALE: 1" = 200' | REVISED: 06-22-13

LOCATION DRAWING

FIGURE #4



1" = 40'
X-Section
Scale
1" = 100'



APPROXIMATE EARTHWORK QUANTITIES	
(6") TOPSOIL STRIPPING	6,220 Cu. Yds.
REMAINING LOCATION	12,880 Cu. Yds.
TOTAL CUT	19,100 Cu. Yds.
FILL	12,880 Cu. Yds.
EXCESS MATERIAL	6,220 Cu. Yds.
TOPSOIL	6,220 Cu. Yds.
EXCESS UNBALANCE (After Interim Value Changes)	0 Cu. Yds.

APPROXIMATE SURFACE DISTURBANCE AREAS		
	DISTANCE	ACRES
WELL SITE DISTURBANCE	NA	±0.325
35' WIDE ACCESS ROAD R-O-W DISTURBANCE	±212.64'	±0.171
25' WIDE PIPELINE R-O-W DISTURBANCE	±110.01'	±0.063
TOTAL SURFACE USE AREA		±0.559

- NOTES:**
- Fill quantity includes 3% for compaction
 - Calculations based on 6" of topsoil stripping
 - Topsoil should not be stripped below finished grade on substructure area

BILL BARRETT CORPORATION

ANSCHUTZ STATE 5-62-22 23 SWSW PAD
ANSCHUTZ STATE #5-62-22-6437C2B, 6457B2B,
6457C2, 4956B2, ANSCHUTZ STATE FED
#5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2
SW 1/4 SW 1/4, SECTION 22, T5N, R62W, 6th P.M.
WELD COUNTY, COLORADO



UELS, LLC
Corporate Office • 85 South 200 East
Vernal, UT 84078 • (435) 789-1017

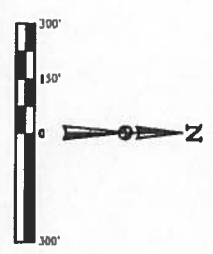
DRAWN BY K.B.	DATE DRAWN: 04-08-13
SCALE: AS SHOWN	REVISED: 06-22-13
CONSTRUCTION WORLD CROSS SECTIONS	FIGURE #2

BILL BARRETT CORPORATION
PIPELINE RIGHT-OF-WAY ON
STATE LANDS

**(FOR ANSCHUTZ STATE 5-62-22 23 SWSW PAD
 ANSCHUTZ STATE 5-62-22 23 SWSW PAD
 6457C2, 6956B2, ANSCHUTZ STATE FED
 5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2)**

LOCATED IN
 SECTION 22, T2N, R62W, 6th P.M.
 WELD COUNTY, COLORADO

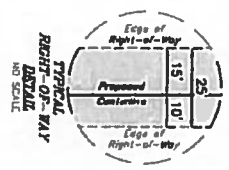
DATE OF BEARINGS
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF COLORADO	110.01	0.063	6.67

BEGINNING OF PIPELINE STA. 0+00 BEARS
 N35D54.2°E 977.73' FROM THE SOUTHWEST
 CORNER OF SECTION 22, T2N, R62W, 6th P.M.

END OF PIPELINE STA. 1+100.01 BEARS
 N35S91.2°E 1045.94' FROM THE SOUTHWEST
 CORNER OF SECTION 22, T2N, R62W, 6th P.M.



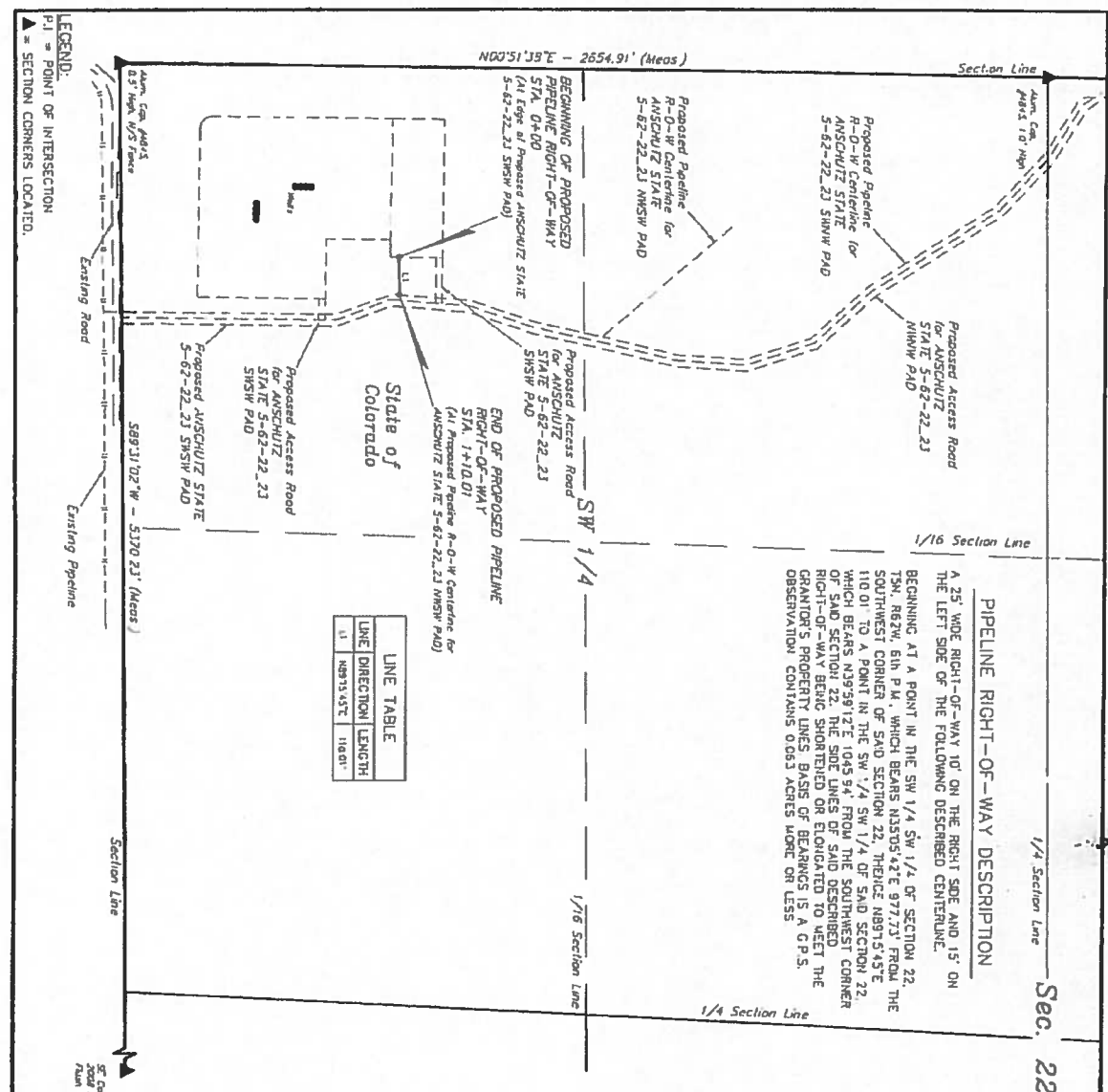
THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED
 RIGHT-OF-WAY HAS BEEN EXAMINED AND FOUND
 TO BE CORRECT AND TRUE TO THE BEST OF MY
 KNOWLEDGE AND BELIEF.



UNITAH
 Geomatics Division
 Verona, UT 84078 • (435) 788-1017

SURVEYED BY DALLAN NIELSEN, D.E.	DATE 04-04-15
DRAWN BY E.B.	DATE 04-04-15
SCALE 1" = 200'	FILE 53377
REVISION 04-22-15	

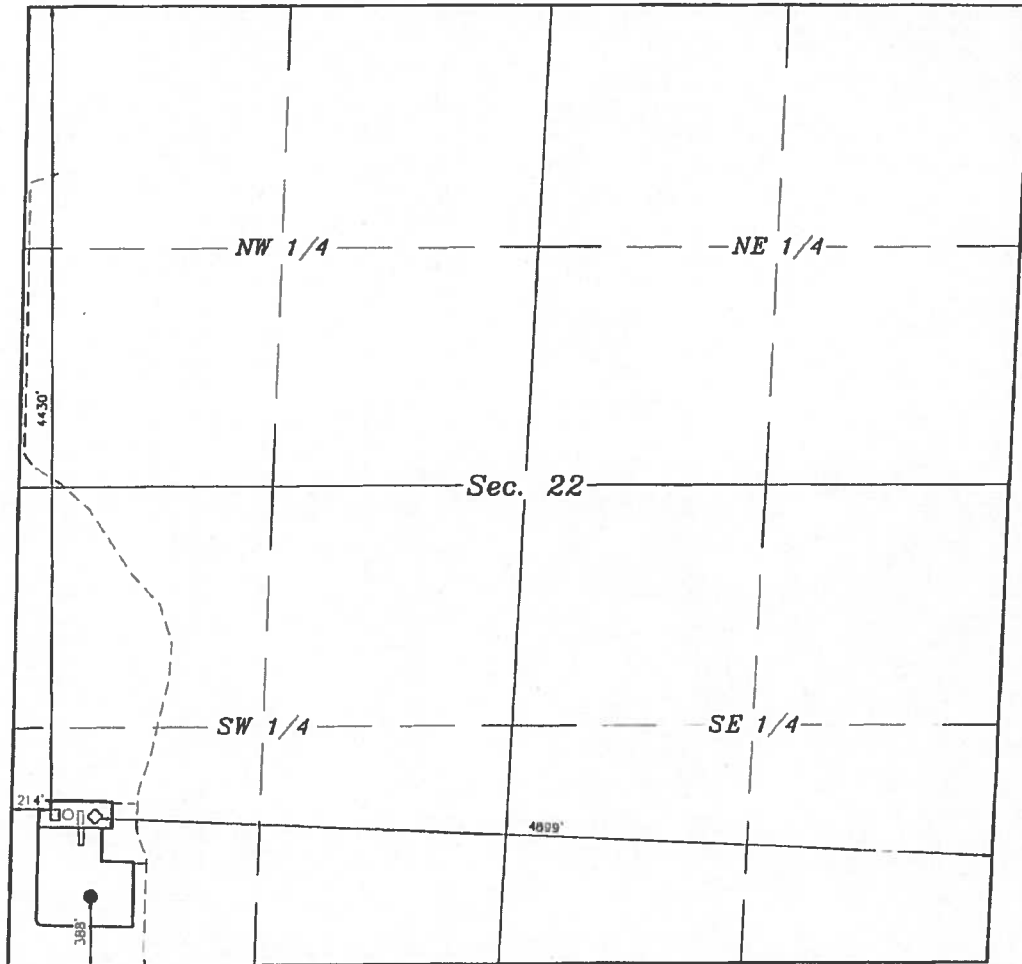
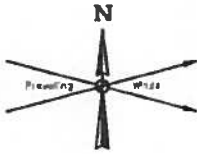
PIPELINE RIGHT-OF-WAY PLAT



N00°51'38"E - 2654.

RIGHT-OF-WAY LENGTHS (To Section Line)		
DESCRIPTION	FEET	ACRES
ROAD	1137.95	0.863
PIPELINE	887.31	0.680
OVERLAP	N/A	0.032
TOTAL	N/A	1.575

S89°31'02"W - 5370.23' (Meas.)



ACCESS BEGINNING AT THE JUNCTION OF COUNTY ROAD 87 AND COUNTY ROAD 89, PROCEED IN A NORTHERLY DIRECTION APPROXIMATELY 4.7 MILES TO JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE WEST, TURN LEFT AND PROCEED IN A WESTERLY DIRECTION APPROXIMATELY 5.4 MILES TO THE BEGINNING OF THE PROPOSED ACCESS ROAD FOR THE ANSCHUTZ STATE #5-62-22, 23 NWNW PAD TO THE NORTH. FOLLOW ROAD FLAGS IN A NORTHERLY DIRECTION APPROXIMATELY 578' TO THE BEGINNING OF THE PROPOSED ACCESS ROAD TO THE WEST, FOLLOW ROAD FLAGS IN A WESTERLY DIRECTION APPROXIMATELY 183' TO THE PROPOSED LOCATION

LEGEND:

— Separator ● Wellhead □ Combuster/Floor
 --- Access ◇ Compressor Product on Tanks

BILL BARRETT CORPORATION

ANSCHUTZ STATE #5-62-22, 23 SWSW PAD
 ANSCHUTZ STATE #5-62-22-6457C2B, 6457B2B,
 6457C1, 4956B2, ANSCHUTZ STATE FED
 #5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2
 SW 1/4 SW 1/4, SECTION 22, T5N, R42W, 6th P.M.,
 WELD COUNTY, COLORADO



UELS, LLC
 Corporate Office • 35 South 29th East
 Vernal, UT 84078 • (435) 789-1017

DRAWN BY: K.B.	DATE DRAWN: 04-08-15
SCALE: 1" = 640'	REVISED: 06-22-15
FLOR PLAN FOR TANK BATTERY	

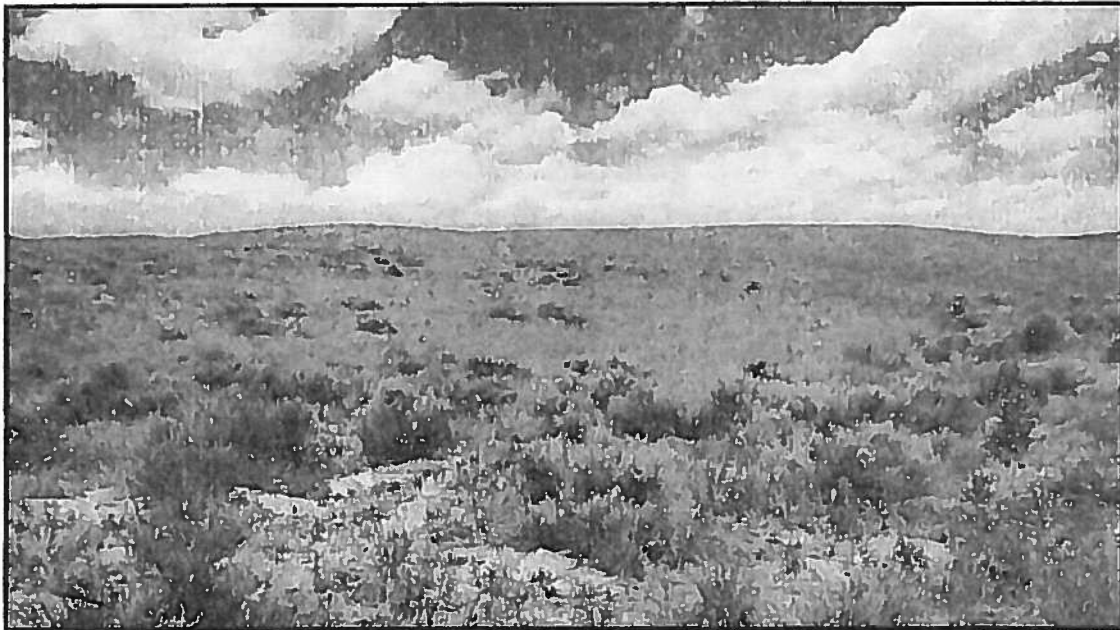


PHOTO: VIEW OF REFERENCE AREA

CAMERA ANGLE: NORTHERLY

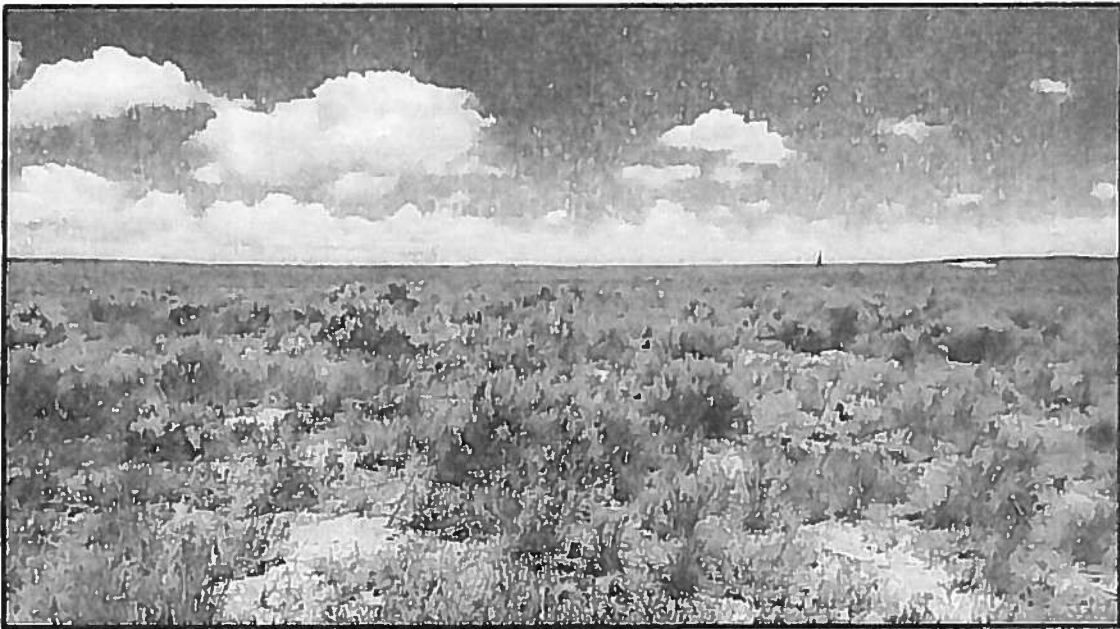


PHOTO: VIEW OF REFERENCE AREA

CAMERA ANGLE: EASTERLY

BILL BARRETT CORPORATION

ANSCHUTZ STATE 5-62-22 23 SWSW PAD
ANSCHUTZ STATE #5-62-22-6457C2B, 6457B2B,
6457C2, 4956B2, ANSCHUTZ STATE FED
#5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2
SW 1/4 SW 1/4, SECTION 22, T5N, R62W, 6th P.M.
WELD COUNTY, COLORADO



UELS, LLC
Corporate Office • 85 South 200 East
Vernal, UT 84078 • (435) 789-1017

DRAWN BY: J.L.G.	DATE DRAWN 04-10-15
TAKEN BY: D.N.	REV: 06-15-15

REFERENCE AREA PHOTOS

REF 1



PHOTO: VIEW OF REFERENCE AREA

CAMERA ANGLE: SOUTHERLY

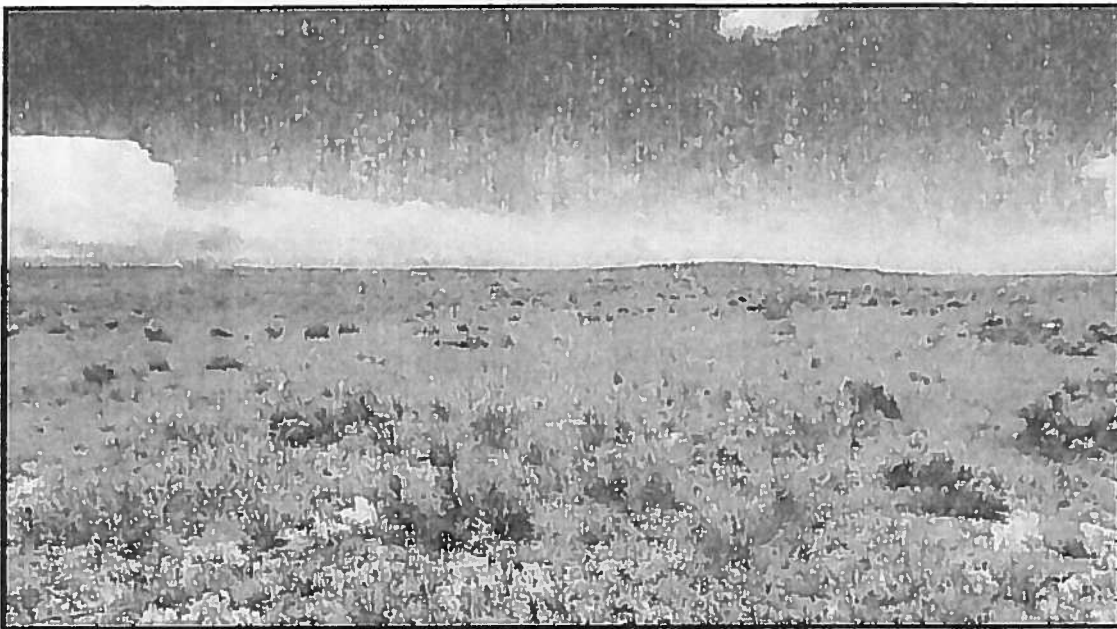


PHOTO: VIEW OF REFERENCE AREA

CAMERA ANGLE: WESTERLY

BILL BARRETT CORPORATION

ANSCHUTZ STATE 5-62-22 23 SWSW PAD
 ANSCHUTZ STATE #5-62-22-6457C2B, 6457B2B,
 6457C2, 4956B2, ANSCHUTZ STATE FED
 #5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2
 SW 1/4 SW 1/4, SECTION 22, T5N, R62W, 6th P.M.
 WELD COUNTY, COLORADO



UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017

DRAWN BY: J.L.G.
 TAKEN BY: D.N.

DATE DRAWN: 04-10-15
 REV: 06-15-15

REFERENCE AREA PHOTOS

REF 2

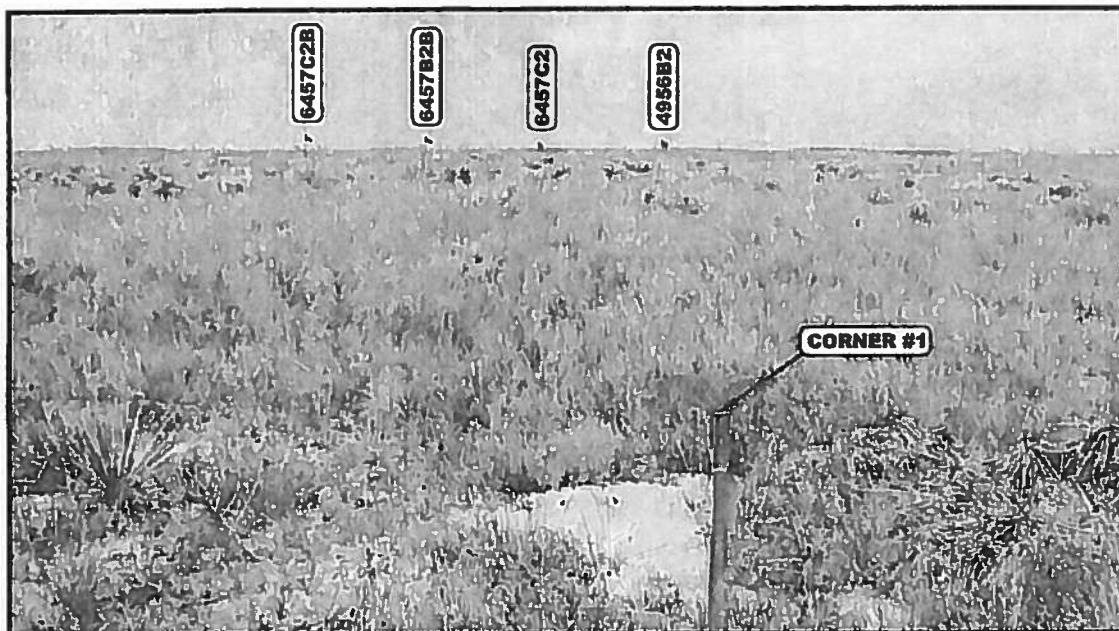


PHOTO: VIEW FROM CORNER #1 TO LOCATION STAKES

CAMERA ANGLE: WESTERLY



PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS

CAMERA ANGLE: WESTERLY

BILL BARRETT CORPORATION

ANSCHUTZ STATE 5-62-22 23 SWSW PAD
 ANSCHUTZ STATE #5-62-22-6457C2B, 6457B2B,
 6457C2, 4956B2, ANSCHUTZ STATE FED
 #5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2
 SW 1/4 SW 1/4, SECTION 22, T5N, R62W, 6th P.M.
 WELD COUNTY, COLORADO



UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017

DRAWN BY: J.L.G.
 TAKEN BY: D.N.

DATE DRAWN: 04-10-15
 REV: 06-15-15

LOCATION PHOTOS

PHOTO 1

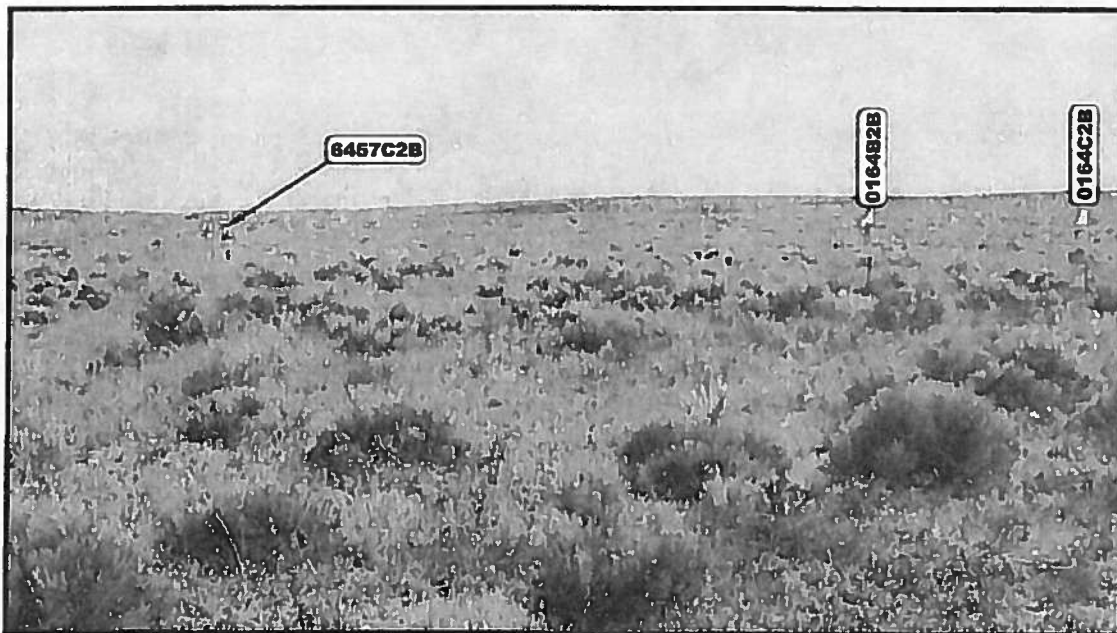


PHOTO: VIEW OF LOCATION STAKES

CAMERA ANGLE: NORTHERLY



PHOTO: VIEW OF LOCATION STAKES

CAMERA ANGLE: EASTERLY

BILL BARRETT CORPORATION

ANSCHUTZ STATE S-62-22 23 SWSW PAD
 ANSCHUTZ STATE #5-62-22-6457C2B, 6457B2B,
 6457C2, 4956B2, ANSCHUTZ STATE FED
 #5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2
 SW 1/4 SW 1/4, SECTION 22, T5N, R62W, 6th P.M.
 WELD COUNTY, COLORADO



UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017

DRAWN BY: J.L.G.
 TAKEN BY: D.N.

DATE DRAWN: 04-10-15
 REV: 06-15-15

LOCATION PHOTOS

PHOTO 2

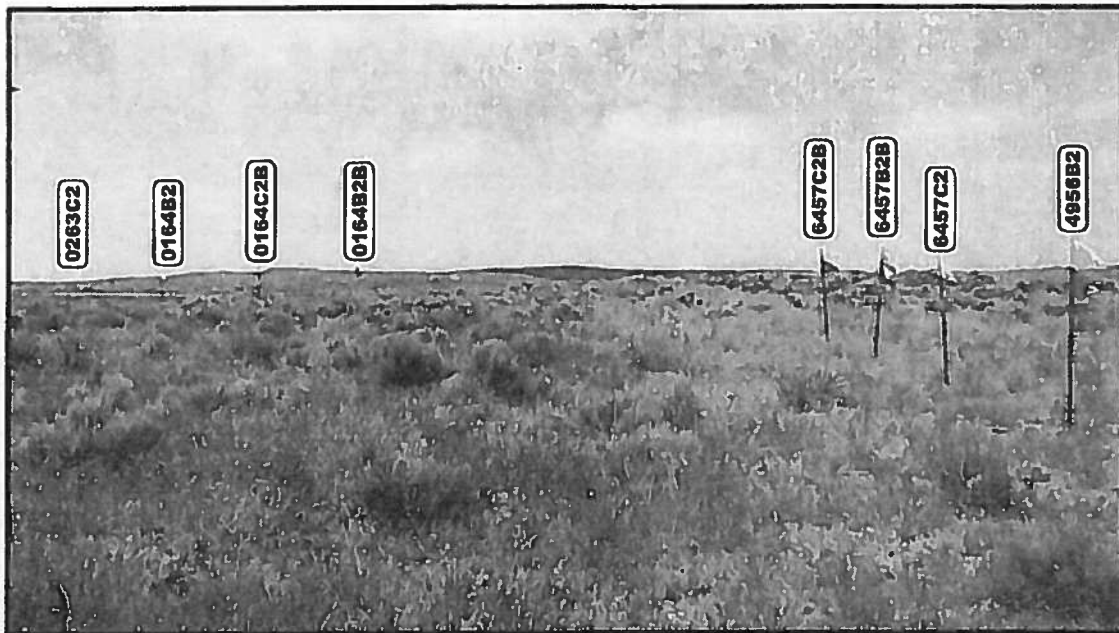


PHOTO: VIEW OF LOCATION STAKES

CAMERA ANGLE: SOUTHERLY

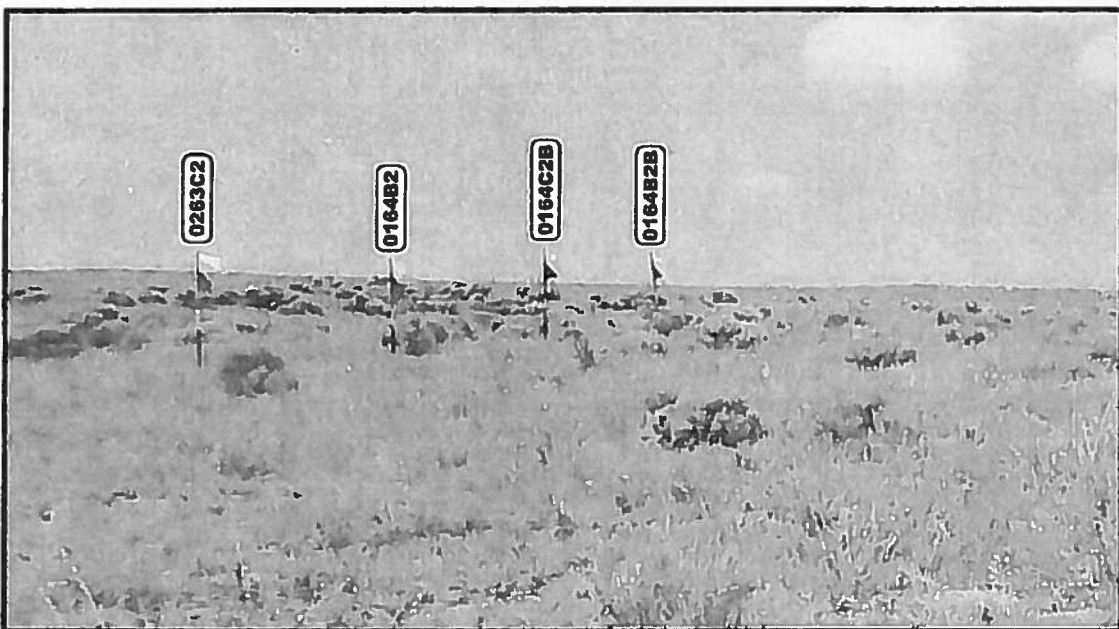


PHOTO: VIEW OF LOCATION STAKES

CAMERA ANGLE: WESTERLY

BILL BARRETT CORPORATION

ANSCHUTZ STATE 5-62-22 23 SWSW PAD
 ANSCHUTZ STATE #5-62-22-6457C2B, 6457B2B,
 6457C2, 4956B2, ANSCHUTZ STATE FED
 #5-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2
 SW 1/4 SW 1/4, SECTION 22, T5N, R62W, 6th P.M.
 WELD COUNTY, COLORADO



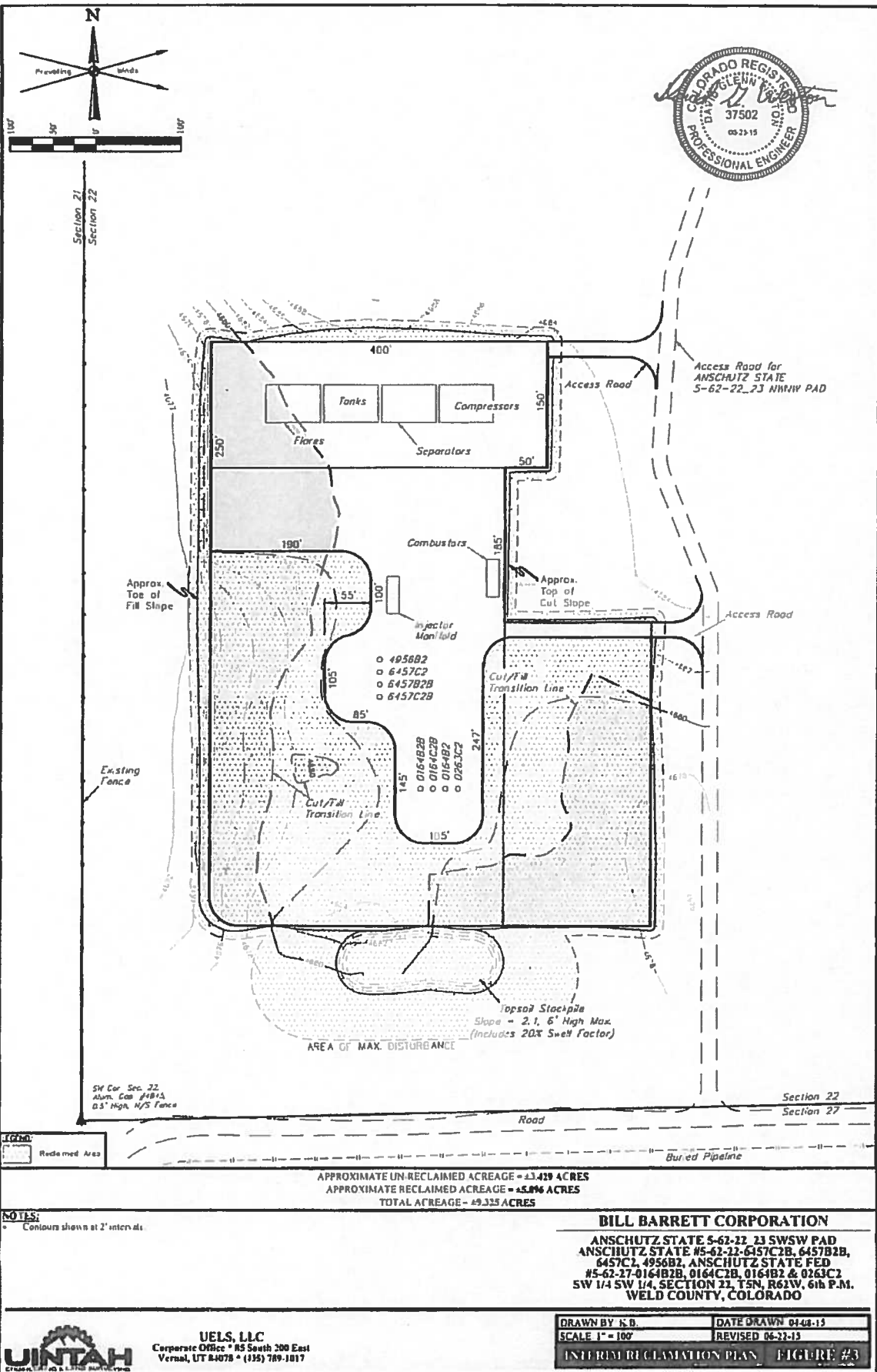
UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017

DRAWN BY: J.L.G.
 TAKEN BY: D.N.

DATE DRAWN: 04-10-15
 REV: 06-15-15

LOCATION PHOTOS

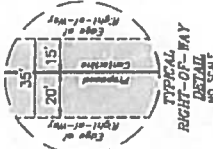
PHOTO 3



BILL BARRETT CORPORATION
ROAD RIGHT-OF-WAY ON
STATE LANDS

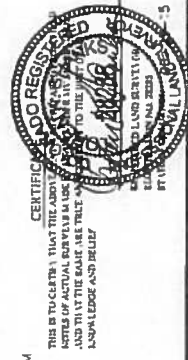
(FOR ANSCHUTZ STATE S-62-22-23 SWSW PAD
 ANSCHUTZ STATE S-62-22-6457C2B, 6457B2B,
 6457C2, 4956B2, ANSCHUTZ STATE FED
 #S-62-27-0164B2B, 0164C2B, 0164B2 & 0263C2)

LOCATED IN
 SECTION 22, T5N, R62W, 6th P.M.
 WELD COUNTY, COLORADO
 BASIS OF BEARINGS
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION



RIGHT-OF-WAY LENGTHS				
PROPERTY OWNER	FEET	ACRES	ROADS	
STATE OF COLORADO ROAD "A"	142.64	0.115	1.64	
STATE OF COLORADO ROAD "B"	70.00	0.056	2.23	

BEGINNING OF ROAD "A" STA. 0+00 BEARS
 N37°42'37"E 1155.05' FROM THE SOUTHWEST
 CORNER OF SECTION 22, T5N, R62W, 6th P.M.
 END OF ROAD "A" STA. 1+42.64 BEARS
 N31°37'04"E 1075.61' FROM THE SOUTHWEST
 CORNER OF SECTION 22, T5N, R62W, 6th P.M.
 BEGINNING OF ROAD "B" STA. 0+00 BEARS
 N52°31'03"E 949.89' FROM THE SOUTHWEST
 CORNER OF SECTION 22, T5N, R62W, 6th P.M.
 END OF ROAD "B" STA. 0+70.00 BEARS
 N49°44'20"E 896.05' FROM THE SOUTHWEST
 CORNER OF SECTION 22, T5N, R62W, 6th P.M.

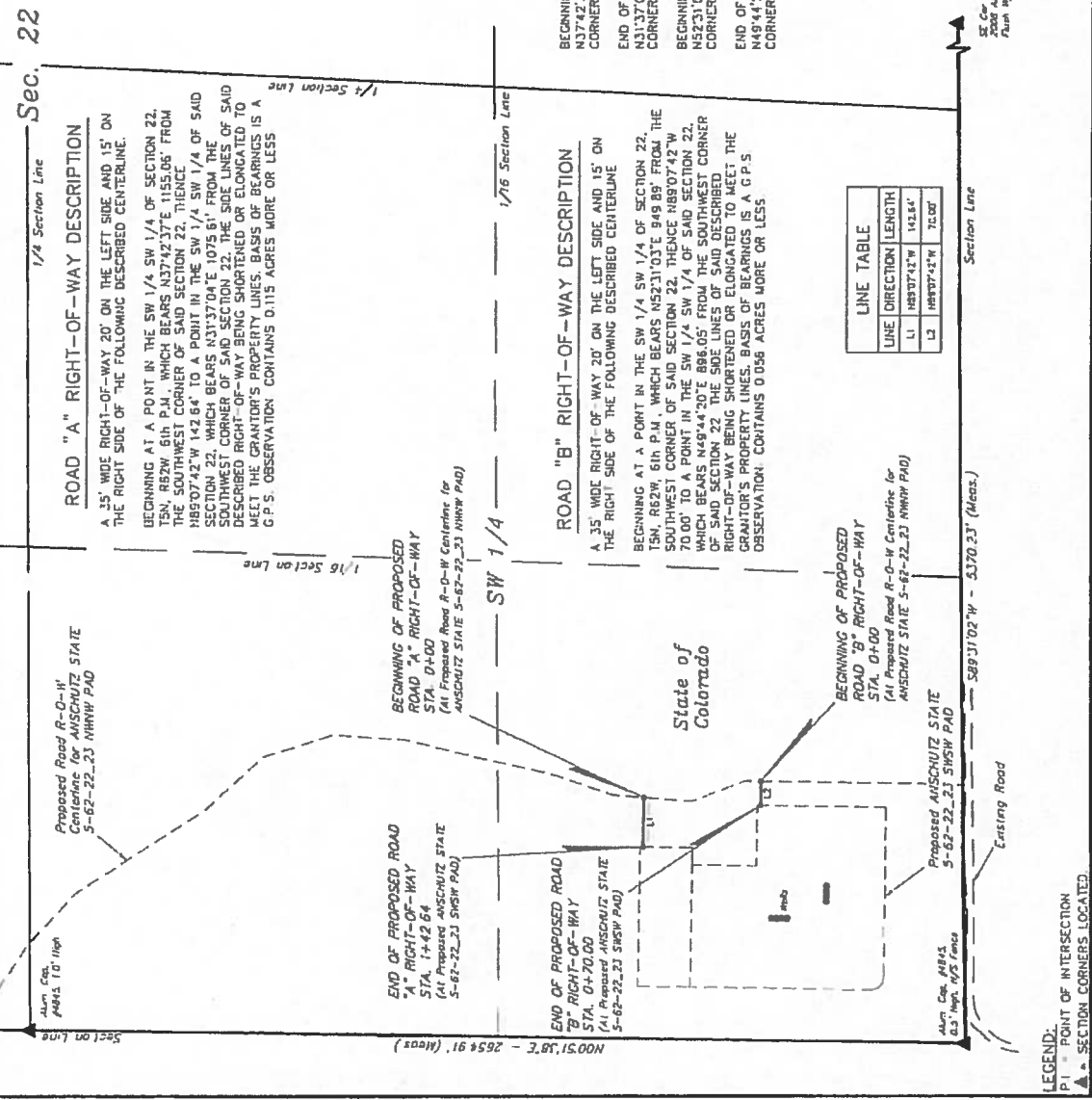


THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED
 LINES OF ACTUAL RIGHT-OF-WAY ARE
 AND THAT THE SAME ARE TRULY AND
 FAIRLY LAYED OUT AND BELIEF

UNTAH
 SURVEYED BY DALLAS NIELSEN B.C.
 DRAWN BY R.B.
 SCALE 1"=300'
 FILE #3338
 DATE 06/11/15
 DATED 06/11/15
 REVISED 06/25/15

UELS, LLC
 Corporate Office • 45 South 200 East
 Vernal, UT 84058 • (435) 785-1017

LEGEND:
 P1 = POINT OF INTERSECTION
 = SECTION CORNERS LOCATED



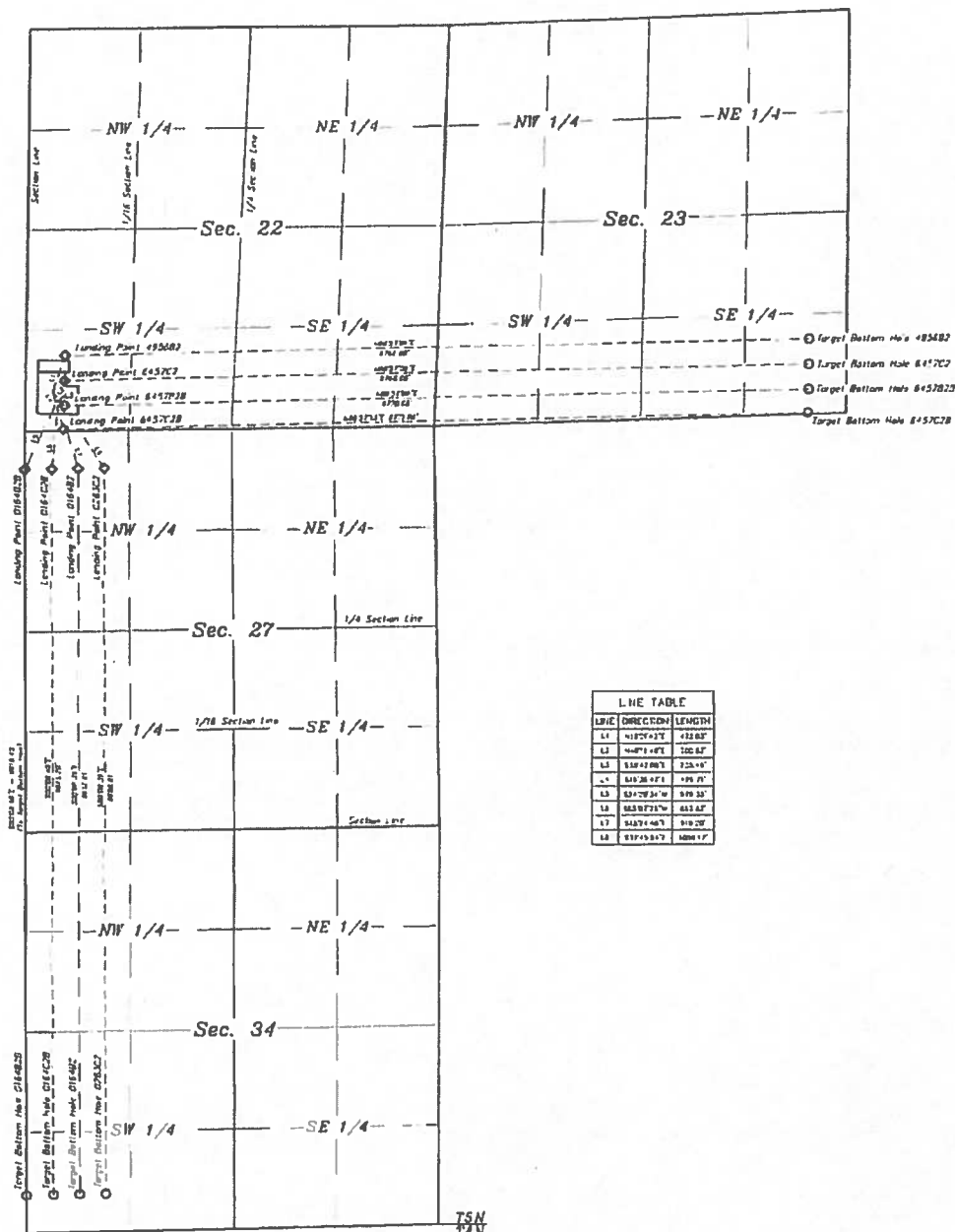
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°07'42"W	142.64'
L2	N89°07'42"W	70.00'

NE



NAME: J. M.	DATE: JAN 4 1968
AGE: 10	SEX: M

N



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N10°25'N E	432.85
L2	N40°10'N E	700.67
L3	S15°47'00"E	725.40
L4	S10°26'N E	476.71
L5	S2°20'34"W	870.33
L6	S63°07'31"W	643.67
L7	S45°4'46"E	910.20
L8	S17°15'51"E	1000.17

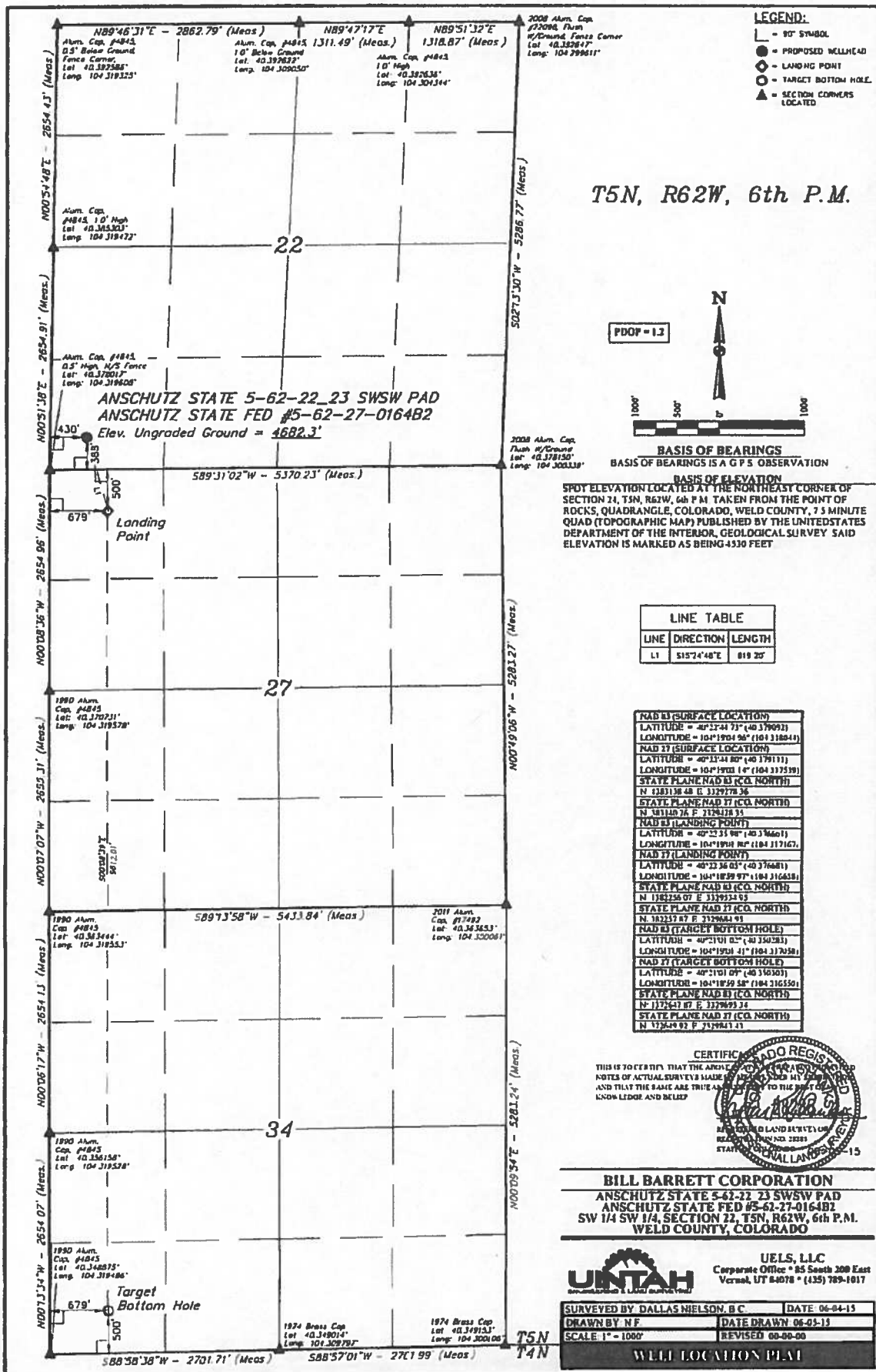
2512

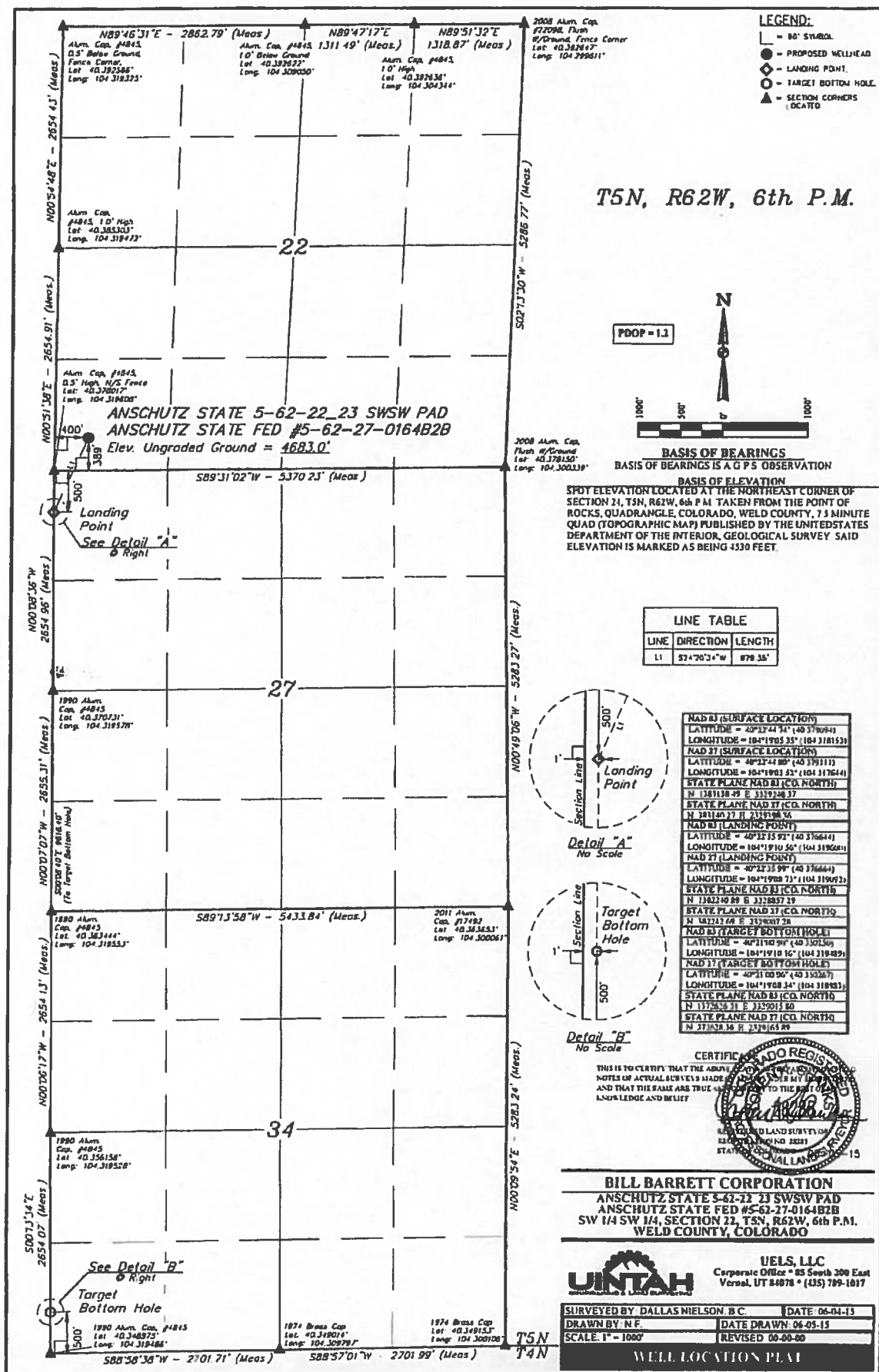


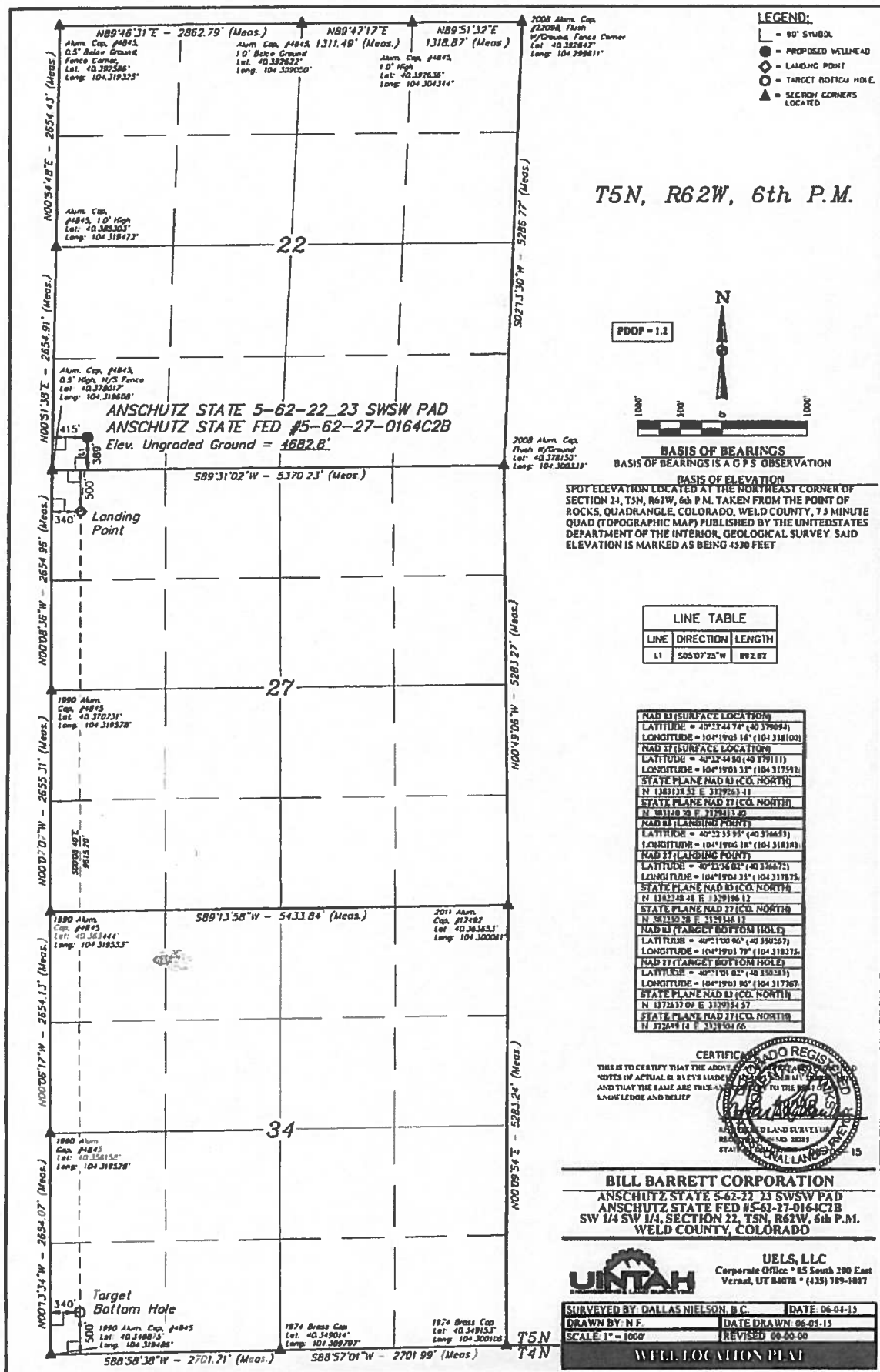
WELLS, I.L.C.
Corporate Office • 62 South 720 East
Aurora, UT 84003 • (435) 786-1811

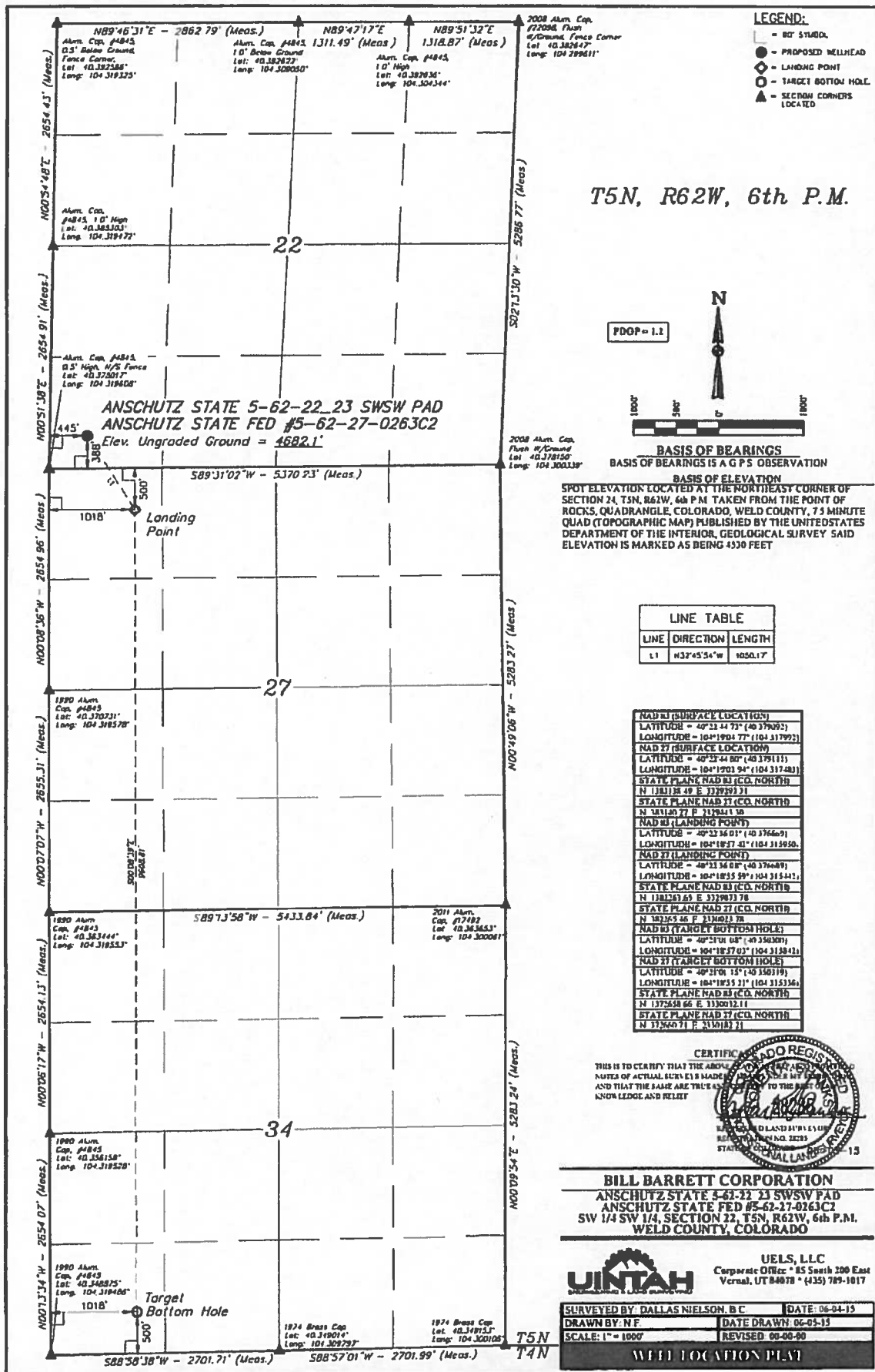
BILL BARRETT CORPORATION
ANSCHUTZ STATE 5-42 22 2J 5WSW PAD
ANSCHUTZ STATE #5-42 22-457C1B 6437B:M.
645C1 4756B1, ANSCHUTZ STATE, FED
#5-42-17-0164B2B, 0164C1B, 0164B2 4 236C3
SW 1 J SW U4, SECTION 22, T3N, R21W, 4th PAL
WELD COUNTY, COLORADO

DATE: 10/10/19	DATE: 10/10/19
NAME: J. J. J.	NAME: J. J. J.
ADDRESS: 123456789	ADDRESS: 123456789
CITY: 123456789	CITY: 123456789
STATE: 123456789	STATE: 123456789
ZIP: 123456789	ZIP: 123456789
PHONE: 123456789	PHONE: 123456789
EMAIL: 123456789	EMAIL: 123456789
MOBILE: 123456789	MOBILE: 123456789
WORK: 123456789	WORK: 123456789
HOME: 123456789	HOME: 123456789
PERSONAL: 123456789	PERSONAL: 123456789
OTHER: 123456789	OTHER: 123456789
DATE: 10/10/19	DATE: 10/10/19
NAME: J. J. J.	NAME: J. J. J.
ADDRESS: 123456789	ADDRESS: 123456789
CITY: 123456789	CITY: 123456789
STATE: 123456789	STATE: 123456789
ZIP: 123456789	ZIP: 123456789
PHONE: 123456789	PHONE: 123456789
EMAIL: 123456789	EMAIL: 123456789
MOBILE: 123456789	MOBILE: 123456789
WORK: 123456789	WORK: 123456789
HOME: 123456789	HOME: 123456789
PERSONAL: 123456789	PERSONAL: 123456789
OTHER: 123456789	OTHER: 123456789









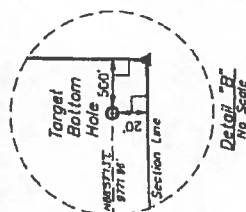
BILL BARRETT CORPORATION
ANSCHUTZ STATE 5-62-22 23 SWSW PAD
#5-62-22-6457C/B
SW 1/4 SW 1/4, SECTION 22, T5N, R62W, 61b P.M.
WELD COUNTY, COLORADO

BASIS OF BEARINGS

BASIS OF BEARINGS IS A GPS OBSERVATION BASIS OF ELEVATION

SPOT ELEVATION LOCATED AT THE NORTHEAST CORNER OF SECTION 24, T3N, 46W, AB P. TAKEN FROM THE POINT OF CROSS, QUADRANGLE, COLORADO, WELD COUNTY, 7.5 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 4330 FEET.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	518°36'42"E	499.71'



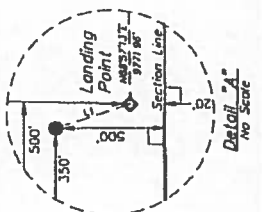
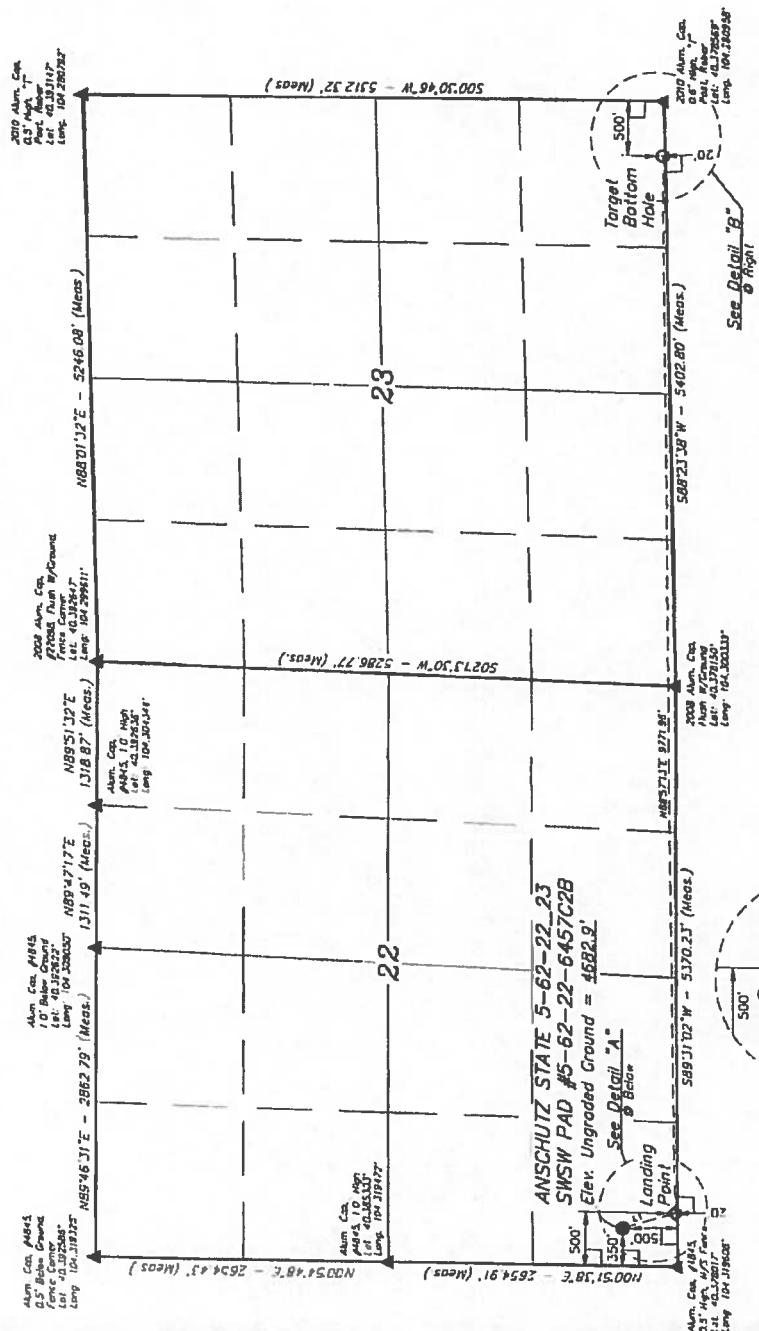
WELLS, LLC

Corporate Office • 25 South 200 East
Vernal, UT 84078 • (435) 789-1017

DATE	02-24-15
------	----------

DATE DRAWN: 04-07-15
REVISED: 00-00-00

ACTION PLAN

[illegible]

LEGEND:

— 955 SAKA

PROPOSED WELLHEAD

- TARGET BOTTLE
- TARGET POINT

SECTION CORNERS LOCATED

T5N, R62W, 6th P.M.

BILL BARRETT CORPORATION
ANSCHUTZ STATE 5-62-23 23 SWSW PAD
R62-22-23-6457B2B
SW 1/4 SW 1/4 SECTION 23, T5N, R62W, 6th P.M.
WELD COUNTY, COLORADO

BASIS OF BEARINGS
BASIS OF ELEVATION

SPOT ELEVATION LOCATED AT THE NORTHEAST CORNER OF SECTION 23, T5N, R62W, 6th P.M. TAKEN FROM THE POINT OF BEGINNING OF THE SURVEY. THE ELEVATION OF THE QUAD TOPOGRAPHIC MAP PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY, SAID ELEVATION IS MARKED AS BEING 4330 FEET



LINE TABLE		
LINE	DIRECTION	LENGTH
11	S 30° 42' 00" E	233.48



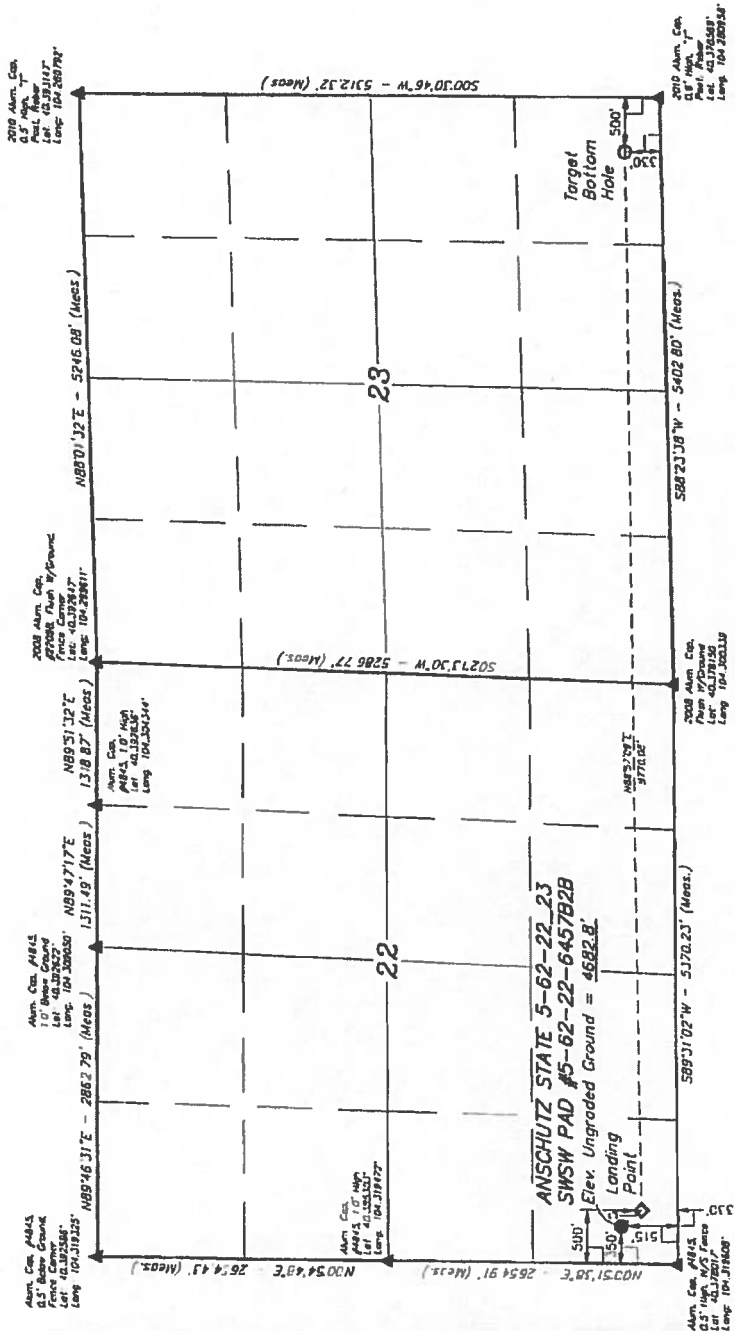
THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE BASE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF



JULIAH, LLC
Corporate Office: 145 South 20th East
Vernal, UT 84078 • (435) 799-1817

SURVEYED BY: DALLAS NIELSEN, D.C.	DATE: 03-24-15
DRAWN BY: J.L.	DATE DRAWN: 04-08-15
SCALE: 1" = 100'	REVISED: 08-09-20

WELL LOCATION PLAT



PDOP = 1.3

NAD 83 (GARY) BOTTOM HOLE	NAD 83 (LANDING POINT)	NAD 83 (SURFACE LOCATION)
LATITUDE = 40° 25' 51" N (104 37' 48" W)	LATITUDE = 40° 25' 51" N (104 37' 48" W)	LATITUDE = 40° 25' 51" N (104 37' 48" W)
LONGITUDE = 104° 16' 27" W (104 37' 48" W)	LONGITUDE = 104° 16' 27" W (104 37' 48" W)	LONGITUDE = 104° 16' 27" W (104 37' 48" W)
NAD 83 (TARGET BOTTOM HOLE)	NAD 83 (LANDING POINT)	NAD 83 (SURFACE LOCATION)
LATITUDE = 40° 25' 51" N (104 37' 48" W)	LATITUDE = 40° 25' 51" N (104 37' 48" W)	LATITUDE = 40° 25' 51" N (104 37' 48" W)
LONGITUDE = 104° 16' 27" W (104 37' 48" W)	LONGITUDE = 104° 16' 27" W (104 37' 48" W)	LONGITUDE = 104° 16' 27" W (104 37' 48" W)
STATE PLANE NAD 83 (COLORADO NORTH)	STATE PLANE NAD 83 (COLORADO NORTH)	STATE PLANE NAD 83 (COLORADO NORTH)
NAD 83 (104 37' 48" W)	NAD 83 (104 37' 48" W)	NAD 83 (104 37' 48" W)
STATE PLANE NAD 83 (COLORADO NORTH)	STATE PLANE NAD 83 (COLORADO NORTH)	STATE PLANE NAD 83 (COLORADO NORTH)
NAD 83 (104 37' 48" W)	NAD 83 (104 37' 48" W)	NAD 83 (104 37' 48" W)

- LEGEND:
- 50' STUOD
 - PROPOSED WELL PAD
 - TARGET BOTTOM HOLE
 - LANDING POINT
 - ▲ SECTION CORNER LOCATED

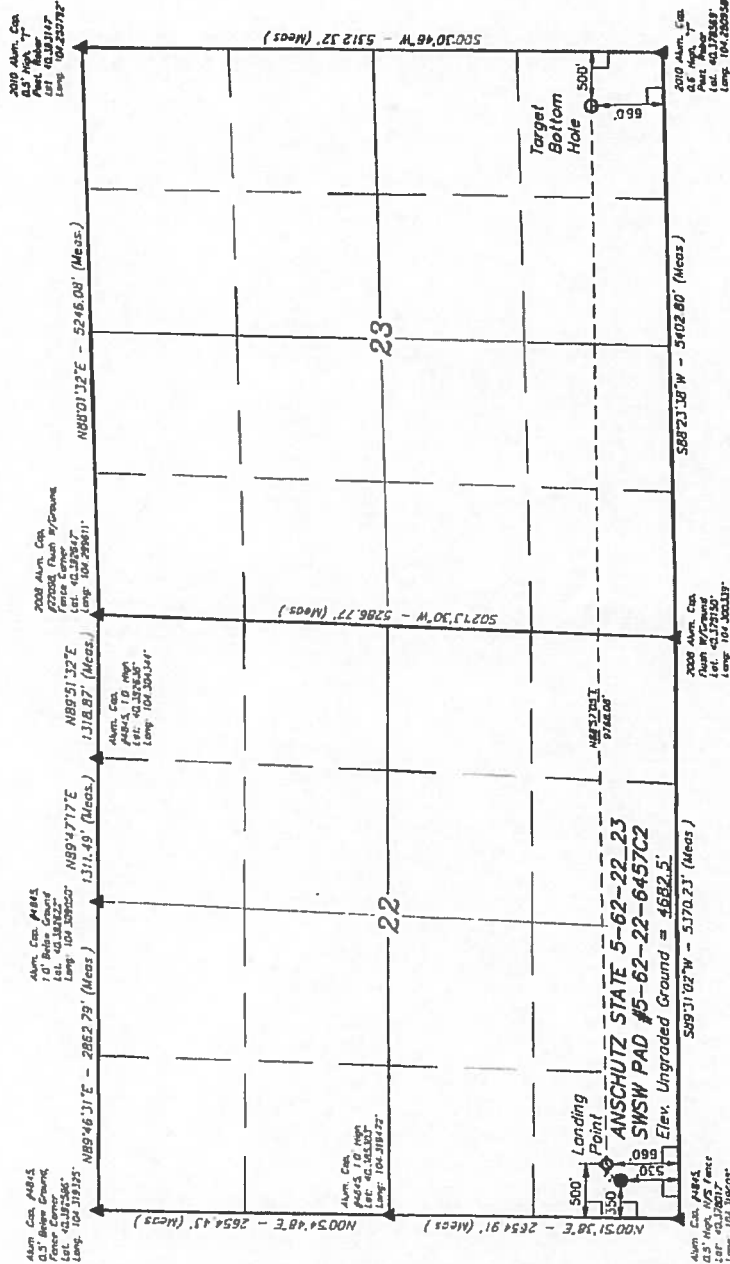
T5N, R62W, 6th P.M.

BILL BARRETT CORPORATION

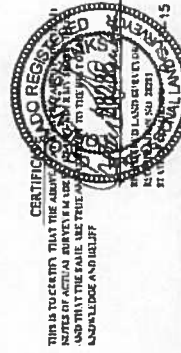
ANSCHUTZ STATE 5-62-22 23 SWSW PAD
#5-62-22-457C2
SW 1/4 SW 1/4 SECTION 22, T5N, R62W, 6th P.M.
WELD COUNTY, COLORADO

BASIS OF BEARINGS
BASIS OF ELEVATION

SPOT ELEVATION LOCATED AT THE NORTHEAST CORNER OF SECTION 24, T5N, R62W, 6th P.M. TAKEN FROM THE POINT OF ROCKS QUADRANGLE, COLORADO, WELD COUNTY, 7.1 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 4339 FEET



LINE TABLE		
LINE	DIRECTION	LENGTH
11	N48°11'45"E	200.82'



PROP - 13

UNTAH
SURVEYING & LAND MANAGEMENT

UELS, LLC
Corporate Office: 25 South 200 East
Vernal, UT 84078 • (435) 795-1017

SURVEYED BY: DALLAS NIELSEN, B.C. DATE: 05-24-15
DRAWN BY: K.B. DATE: 05-24-15
SCALE: 1" = 100'

WELD LOCATION PLAT

NAD 83 (TARGET BOTTOM HOLE)		NAD 83 (LANDING POINT)		NAD 83 (FACE LOCATION)	
LATITUDE	40°22'47" (40 37942)	LATITUDE	40°22'47" (40 37942)	LATITUDE	40°22'47" (40 37942)
LONGITUDE	104°16'57" (104 31781)	LONGITUDE	104°16'57" (104 31781)	LONGITUDE	104°16'57" (104 31781)
NAD 83 (TARGET BOTTOM HOLE)		NAD 83 (LANDING POINT)		NAD 83 (FACE LOCATION)	
LATITUDE	40°22'47" (40 37942)	LATITUDE	40°22'47" (40 37942)	LATITUDE	40°22'47" (40 37942)
LONGITUDE	104°16'57" (104 31781)	LONGITUDE	104°16'57" (104 31781)	LONGITUDE	104°16'57" (104 31781)
STATE PLANE NAD 83 (COLORADO NORTH)		STATE PLANE NAD 83 (COLORADO NORTH)		STATE PLANE NAD 83 (COLORADO NORTH)	
LATITUDE	40°22'47" (40 37942)	LATITUDE	40°22'47" (40 37942)	LATITUDE	40°22'47" (40 37942)
LONGITUDE	104°16'57" (104 31781)	LONGITUDE	104°16'57" (104 31781)	LONGITUDE	104°16'57" (104 31781)
STATE PLANE NAD 83 (COLORADO NORTH)		STATE PLANE NAD 83 (COLORADO NORTH)		STATE PLANE NAD 83 (COLORADO NORTH)	
LATITUDE	40°22'47" (40 37942)	LATITUDE	40°22'47" (40 37942)	LATITUDE	40°22'47" (40 37942)
LONGITUDE	104°16'57" (104 31781)	LONGITUDE	104°16'57" (104 31781)	LONGITUDE	104°16'57" (104 31781)

LEGEND:

- 1" = 100'
- PROPOSED VOLUMES
- TARGET BOTTOM HOLE
- LANDING POINT
- SEC. 201 CORNERS LOCATED

T5N, R62W, 6th P.M.

BILL BARRETT CORPORATION
ANSCHUTZ STATE S-62-22 23 SWSW PAD
#5-62-22-4956B2
SW 1/4 SW 1/4, SECTION 22, T5N, R62W, 6th P.M.,
WELD COUNTY, COLORADO

BASIS OF BEARINGS
BASIS OF ELEVATION

SPOT ELEVATION LOCATED AT THE NORTHEAST CORNER OF SECTION 24, T5N, R62W, 6th P.M. TAKEN FROM THE POINT OF ROCKS, QUADRANGLE, COLORADO, WELD COUNTY, 7.5 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 4350 FEET

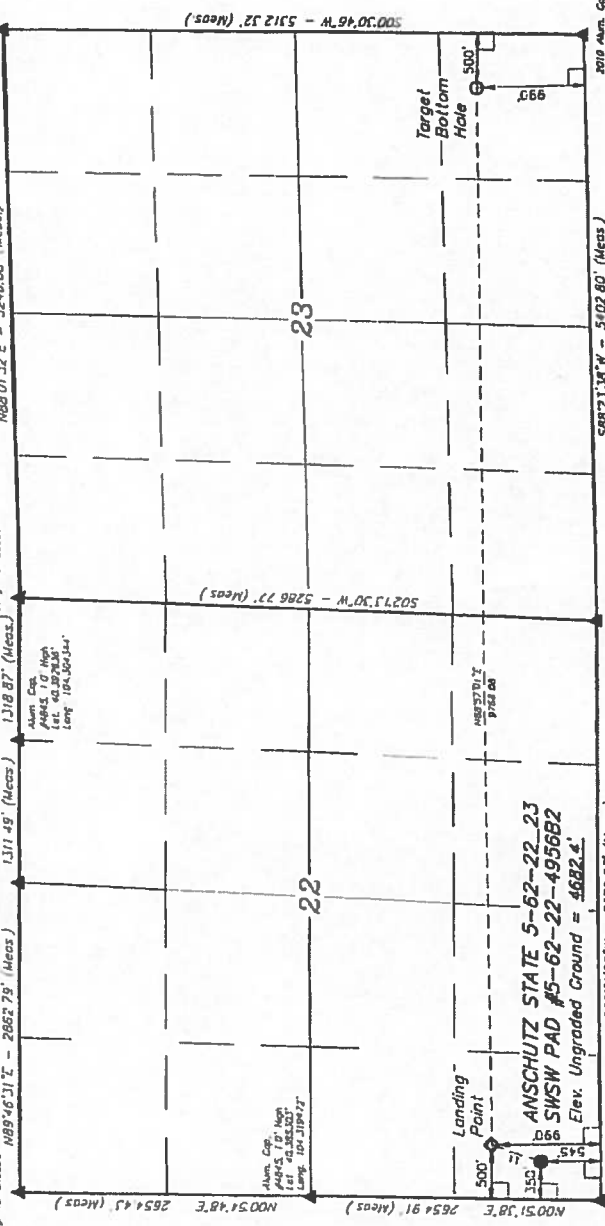
2010 Alum. Cap.
 0.5" High, 1" Wide
 Post. Marker
 Lat. 40.376537
 Long. 104.260928

2008 Alum. Cap.
 0.5" High, 1" Wide
 Fence Corner
 Lat. 40.376537
 Long. 104.260928

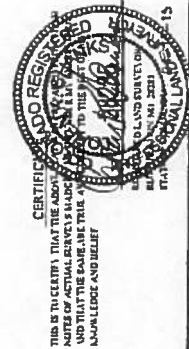
Alum. Cap.
 0.5" High, 1" Wide
 Lat. 40.376537
 Long. 104.260928

Alum. Cap.
 0.5" High, 1" Wide
 Lat. 40.376537
 Long. 104.260928

Alum. Cap.
 0.5" High, 1" Wide
 Lat. 40.376537
 Long. 104.260928



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°12'27"E	473.07'



PDOP = 1.3

UINTEAH
 UELLS, LLC
 Corporate Office - 85 South 200 East
 Vernal, UT 84478 • (435) 785-1017

SURVEYED BY: DALLAS NIELSEN, P.E.
 DATE: 01/24/21

DRAWN BY: K.B.
 DATE: 01/24/21

SCALE: 1" = 1100'

REVISED: 06-09-20

WELL LOCATION PLAT

NAD 83 TARGET BOTTOM HOLE		NAD 83 LANDING POINT		NAD 83 SURFACE LOCATION	
LATITUDE	40°25'30" (40.38130)	LATITUDE	40°25'30" (40.38130)	LATITUDE	40°25'30" (40.38130)
LONGITUDE	104°16'33" (104.27277)	LONGITUDE	104°16'33" (104.27277)	LONGITUDE	104°16'33" (104.27277)
NAD 83 TARGET BOTTOM HOLE		NAD 83 LANDING POINT		NAD 83 SURFACE LOCATION	
LATITUDE	40°25'30" (40.38130)	LATITUDE	40°25'30" (40.38130)	LATITUDE	40°25'30" (40.38130)
LONGITUDE	104°16'33" (104.27277)	LONGITUDE	104°16'33" (104.27277)	LONGITUDE	104°16'33" (104.27277)
STATE PLANE NAD 83 (COLORADO NORTH)		STATE PLANE NAD 83 (COLORADO NORTH)		STATE PLANE NAD 83 (COLORADO NORTH)	
LATITUDE	40°25'30" (40.38130)	LATITUDE	40°25'30" (40.38130)	LATITUDE	40°25'30" (40.38130)
LONGITUDE	104°16'33" (104.27277)	LONGITUDE	104°16'33" (104.27277)	LONGITUDE	104°16'33" (104.27277)
STATE PLANE NAD 83 (COLORADO NORTH)		STATE PLANE NAD 83 (COLORADO NORTH)		STATE PLANE NAD 83 (COLORADO NORTH)	
LATITUDE	40°25'30" (40.38130)	LATITUDE	40°25'30" (40.38130)	LATITUDE	40°25'30" (40.38130)
LONGITUDE	104°16'33" (104.27277)	LONGITUDE	104°16'33" (104.27277)	LONGITUDE	104°16'33" (104.27277)

LEGEND:

- 30" VYUOL
- PROPOSED RELIQUAS
- TARGET BOTTOM HOLE
- LANDING POINT
- ▲ SECTION CORNERS LOCATED

Exhibit B

Acreage and Annual Payment Calculator

Instructions: Please fill out all of the sections that are highlighted in yellow. In the well column input the well name and the percentage of the wellbore or spacing unit that will be committed to the Colorado State Land Board. If there are more spaces than wells please leave them blank and do not enter "0". Please enter all numbers to the maximum known decimal interest to insure accuracy. The total initial payment and the annual rental payment will then be automatically calculated. Please note that if the total State percentage is 10% or less then board approval will be required and this chart should not be used.

Input each well's State Mineral Percentage that runs into this facility. Please only enter one well per row. Example 0%=0, 49%=49, 100%=100, Leave unused rows blank.		Fee Schedule	
Well Name	%	Percentage of State Minerals 10% to 0% State Minerals	Charge per Acre Board Approval
Anschutz State 5-62-22-495682	100	Greater than 10% but less than 50% State Minerals	\$7,500.00
Anschutz State 5-62-22-6457C2	100	50% or greater but less than 100% State Minerals	\$5,000.00
Anschutz State 5-62-22-6457B2B	100	100% State Minerals	\$0.00
Anschutz State 5-62-22-6457C2B	81.25		
Anschutz State Fed 5-62-27-016482B	50		
Anschutz State Fed 5-62-27-0164C2B	50		
Anschutz State Fed 5-62-27-016482	50		
Anschutz State Fed 5-62-27-0263C2	50		
		Input the proposed total disturbance to the maximum known decimal point below.	9.325
		Input the total acreage of the wellpad	
		Input the total acreage of all pipeline easements, access roads, and other disturbances NOT on the well pad	1.543
		Calculated Total State Percentage from previous column	72.65625
		Well pad cost per acre based to State Percentage	\$5,000.00
		Off well pad cost per acre for off well pad disturbances	\$5,000.00
		Initial payment due for well pad disturbance	\$46,625.00
		One time payment due for off well pad disturbance	\$7,715.00
Final Calculated Payments			
Total Initial payment due for all planned construction			\$54,340.00
Annual Rental Payment due on anniversary date			\$4,662.50
The Calculated State Percentage will automatically be carried over and input.			

Exhibit B

Total Well Payment Calculator			
Percentage of State Minerals	Enter the number of wells running into the State Facility for each category	Charge per well	Total Payments
10% to 0% State minerals		\$10,000	\$0.00
Greater then 10% but less then 50% State Minerals		\$7,500	\$0.00
50% or greater but less then 100% State Minerals		\$5,000	\$25,000.00
100% State Minerals		\$0	\$0.00
		Total Well Payment*	\$25,000.00

*Well Payments are due on the next annual anniversary date of the Effective date following spud. This number assumes full development.

EXHIBIT B - 1
to
SURFACE USE AGREEMENT OT 110361

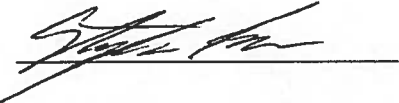
PAYMENT TABLE

Fee Category	Tier 1	Tier 2	Tier 3
	State has a mineral interest of greater than or equal to 50% but less than 100% ⁵	State has a mineral interest of greater than 10% but less than 50%	State has a mineral interest of less than or equal to 10% ⁴
Initial Damage Payment: Initial well pad or facility payment per acre	\$5,000	\$7,500	TBD
Well Payments: Well payment per well ¹	\$5,000 one-time	\$7,500 one-time	TBD ⁶
Annual Payment: Rental due per year	10% of initial well pad or facility payment	10% of initial well pad or facility payment	TBD
Access Corridor Payment: Access roads, pipeline and powerline easements, and other off-pad disturbances	\$5,000 per acre or ROW pricing ² , one-time payment	\$5,000 per acre or ROW pricing ² , one-time payment	TBD
Production Facilities Payment: Off-property wells producing through an onsite Production Facility ³	\$5,000 per well, one-time payment	\$7,500 per well, one-time payment	TBD

- (1) Payment is due on or before the next annual anniversary date after the spud of a well.
- (2) \$5,000 per acre or the Standard State ROW rates, whichever is greater; may be subject to either the SUA or a separate ROW agreement.
- (3) Requires prior written approval by the State Land Board and payment before any construction may begin. Please refer to the COGCC Rules and Regulations for the definition of Production Facility.
- (4) All applications that fall into the Tier 3 category require that the proposed fee structure be submitted to the Board for approval.
- (5) SUAs are not required when the state has 100% mineral ownership or when wellbores are contained entirely within state minerals.
- (6) Well Payments will be \$10,000 when the Initial Damage Payment falls into Tier 1 or Tier 2.

Exhibit C

A desktop review was performed using the CNHP database that was last updated in May of 2013. Upon completion of the review it was determined that there are no issues of concern for Sect. 22 Twp 5N Rng 62W.

A handwritten signature in black ink, appearing to read 'Steve Freese', is written over a horizontal line.

Steve Freese
Mineral Field Technician
Colorado State Land Board

Date 12/17/15



September 22, 2015

Re: Anschutz State 5-62-27_34 Sec 22 SWSW – Onsite Approval

Attn: Steve Freese – Minerals Field Technician

State of Colorado surface property

T5N-R62W- Section 27&34

SHL: SWSW Sec 22, T5N-R62W

Dear Mr. Freese,

Bill Barrett Corporation (“BBC”) desires to drill five (4) wells on the **Anschutz State 5-62-27_34 Sec 22 SWSW Pad** (“the Well Pad”). The Well Pad is operated by Bill Barrett Corporation on State of Colorado surface property. The State of Colorado owns minerals within the spacing unit comprising 5N-62W sections 27 and 34. The minerals are leased to Bill Barrett Corporation under Oil and Gas Lease numbers 9797.8 and 9798.8.

Sincerely,

BILL BARRETT CORPORATION

Justin Mihalcin
303-312-8745

I hereby acknowledge that a satisfactory onsite was performed on 9-22-2015 and I have received survey plats for the **Anschutz State 5-62-27_34 Sec 22 SWSW Pad**.

COLORADO STATE LAND BOARD

By:
Steve Freese
Mineral Field Technician
State Board of Land Commissioners

Date: 11/10/15



STATE OF
COLORADO

Freese - DNR, Steve <steve.freese@state.co.us>

Re: CPW Waiver

1 message

Schreiner - DNR, Tom <tom.schreiner@state.co.us>

Tue, Nov 17, 2015 at 7:49 AM

To: Tracey Fallang <tfallang@billbarrettcorp.com>

Cc: Steve Freese - DNR <steve.freese@state.co.us>, Troy Florian - DNR <troy.florian@state.co.us>, Brandon Muller - DNR <brandon.muller@state.co.us>

Tracey,

Thank you for your Nov 10th inquiry and interest in minimizing impacts to sensitive wildlife. Colorado Parks & Wildlife staff has evaluated your request for 4 pad sites in Sections 22 and 27 in T5N, R62W northwest of Riverside Reservoir. We conclude there are no intersects with sensitive wildlife habitat that would prompt the need for a wildlife recommendation. Once again, thank you for your interest and let us know if you have any further questions.

Sincerely,

Tom Schreiner
Energy Specialist, Northeast Region
Colorado Parks & Wildlife
303-291-7327

On Tue, Nov 10, 2015 at 2:29 PM, Tracey Fallang <tfallang@billbarrettcorp.com> wrote:

Tom, Bill Barrett Corporation ("BBC") conducted onsites with the BLM and the state land board ("SLB") for the pads located below located on state surface on 9/22/15. Formal onsite approval was obtained from the SLB for the pad locations on 11/10/15. Steve Freese, with the SLB, indicated we needed to obtain a waiver from CPW for these pads in conjunction with their surface use agreement ("SUA") requirements requiring CPW consult. Steve noted that there was no blanket waiver for these two sections and therefore we'd need to get individual waivers. Two of the four pads are existing and additional details are noted below. As this is our first consult under the new SUA process, please advise what you need from BBC.

Thank you.

- 1) **New Pad:** Anschutz State 5-62-27_34 SWSE Sec. 22 Well Pad - SHL: SWSE, Section 22, T5N-R62W
- 2) **Existing Pad (requires slight expansion):** Anschutz State 5-62-27_34 SESE Sec. 22 Well Pad - SHL: SESE, Section 22, T5N-62W
- 3) **Existing Pad (no new disturbance):** Anschutz State 5-62-22_23 SWSW Well Pad - SHL: SWSW, Section 22, T5N-R62W
- 4) **New Pad:** Anschutz State 5-62-27_34 NENW Well Pad - SHL: NENW, Section 27, T5N-R62W

Thank you,

Tracey Fallang, Regulatory Manager

BILL BARRETT CORPORATION

1099 18th Street | Suite 2300

Denver, CO 80202

D 303.312.8134 | F 303.291.0420

tfallang@billbarrettcorp.com

www.billbarrettcorp.com



—
Tom Schreiner
Energy Liaison
Northeast Region




COLORADO

Parks and Wildlife

Department of Natural Resources

P 303-291-7327 | F 303-291-7114
6060 Broadway, Denver, CO 80216
tom.schreiner@state.co.us | cpw.state.co.us

 **20151116162153183.pdf**
203K



Bill Barrett Corporation

November 5, 2015

Colorado State Land Board
Attention: Pete Milonas
1127 Sherman Street, Suite 300
Denver, CO 80203

RE: Surface Location Exception Waiver
Rule 318A.a and Rule 318A.c
Anschutz State 5-62-22_23 SWSW Well Pad (SHL: SWSW, Sec 22, T5N-R62W)
Weld County, Colorado

Dear Mr. Milonas:

Bill Barrett Corporation ("BBC") is planning to drill the wells on Exhibit A from the above mentioned well pads. Rule 318A.a of the Colorado Oil and Gas Conservation Commission's ("COGCC") rules and regulations requires that each well be drilled within a square four hundred (400) feet in length, the center of which is the center of any quarter/quarter section, or a square with sides eight hundred (800) feet in length, the center of which is the center of any quarter section (the "GWA Windows"). The surface location of BBC's proposed well(s) has been staked outside of the 318A.a GWA Windows and therefore a waiver is needed to satisfy this requirement.

In addition, Rule 318A.c requires that new well locations be "twinned" (located within 50 feet) of an existing well, when such wells exist.

By signing this Surface Location Exception, you hereby waive requirements to comply with COGCC Rule 318A.a and Rule 318A.c where applicable, for wells within the surface locations described above. If you have any questions, please contact me at 303-312-8745 or via email at jmihalcin@billbarrettcorp.com.

Sincerely,
BILL BARRETT CORPORATION



Justin Mihalcin
Landman



Bill Barrett Corporation

Rule 318A.a and Rule 318A.c Surface Location Exception Waiver

I hereby waive the above requirement for all wells on the above described well pad surface locations effective the date executed below.

Colorado State Land Board

By: Pete McDonnell

Title: Minerals Director

Date: 11. 16. 15



Exhibit A

Anschutz State 5-62-22_23 SWSW Well Pad	
Anschutz State Fed 5-62-27-0164B2	SHL: SWSW, Section 22, T5N-R62W
Anschutz State Fed 5-62-27-0164B2B	SHL: SWSW, Section 22, T5N-R62W
Anschutz State Fed 5-62-27-0164C2B	SHL: SWSW, Section 22, T5N-R62W
Anschutz State Fed 5-62-27-0263C2	SHL: SWSW, Section 22, T5N-R62W

Note: Well names subject to change. Surface Owner consent based on wells within the surface locations, as described, not specific well names.

Fee/Fee/Federal Well Landowner Authorization Form

In accordance with Washington Office Instruction Memorandum (IM) 2009-78 dated February 20, 2009, entitled "Processing Oil and Gas Applications for Permit to Drill for Directional Drilling into Federal Mineral Estate from Multiple-Well Pads on Non-Federal Surface and Mineral Estate Locations".

The following guidance within the IM is used by the Royal Gorge Field Office in determining completeness of an Application for Permit to Drill (APD).

As a condition of approval of an APD... the operator must provide the BLM a true and complete copy of a document in which the owner of the surface or that owner's representative authorizes the operator to drill a Federal well from the non-Federal lands, and in which the surface owner or representative guarantees the Department of the Interior (Department), including BLM, access to the non-Federal lands to perform all necessary surveys and inspections. If access for any bureau of the Department to the operations and surrounding area for official business related to the approved operations is denied or impeded in any way, the BLM may order the federally approved operations halted and the Federal well or wells shut in.

I Pete Milonos, as the surface owner or surface owner's representative, authorize Bill Borrett Corporation (operator), to drill a Federal well from my private surface estate, and guarantee the BLM access to the Federal well on my private surface estate to perform all necessary surveys and inspections pertaining to the Federal well, until well is deemed plugged and abandoned.

Surface Owner Name: State Board of Land Commissioners

Surface Owner Address: 1127 Sherman St., #300
Denver, CO 80202

Surface Owner Phone Number(s): 303 866 3454 ext 3724

Signature: Pete Milonos Date: 11.10.15

Well Pad for Authorization:
Anschutz State 5-62-27 34 SWSW 22 Well Pad



November 10, 2015

State of Colorado – Acting through Colorado State Board of Land Commissioners
Attn: Steve Freese and Pete Milonas
1127 Sherman St.
Denver, Colorado 80203

Re: Letter Agreement
State Surface Use Agreement and Window and Twinning Waivers
Township 5 North, Range 62 West, 6th P.M.
Section 22 and 27 Surface
Weld County, Colorado

Dear Mr. Pete Milonas-

Pursuant to conversations with Steve Freese and yourself, Bill Barrett Corporation ("BBC") has plans to drill fifteen (15) wells located on three (3) separate surface pads located in Section 22 of Township 5 North, Range 62 West, 6th P.M. and one (1) surface pad located in Section 27 of Township 5 North, Range 62 West, 6th P.M.

The State of Colorado owns the surface of the aforementioned locations and in order to complete the permitting process BBC requires the State to waive the provisions of Rule 318.A.(a) and 318.A.(c) of the Colorado Oil and Gas Conservation Commissions Rules and Regulations. Due to the current proposal of a new state surface use agreement ("SUA") BBC has not acquired an agreement from the state for its surface pad locations.

The State of Colorado and BBC hereby agree to the following terms:

1. The State of Colorado will fully execute the Window and Twinning Waivers for the fifteen (15) wells located on State surface in Section 22 and 27 of Township 5 North, Range 62 West, 6th P.M.
2. Upon approval of the new State of Colorado SUA, BBC agrees to execute such agreement following State Land Board approval.

If you agree to the terms set forth in this letter, please indicate your acceptance by returning an executed copy in the space provided below. BBC respectfully requests your response to this letter and requests your execution of the enclosed waivers and its return at your earliest convenience.



Bill Barrett Corporation

If you would like to discuss this letter further or have any questions please contact me via email or phone anytime.

All the best,
BILL BARRETT CORPORATION


Justin Mihalcin



Bill Barrett Corporation

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State of Colorado – Acting through the Colorado State Land Board accepted and agreed to on this 10th
day of November, 2015.

By: Pete Milonas

Title: Pete Milonas – Minerals Director

SURFACE USE PLAN

BILL BARRETT CORPORATION

ANSCHUTZ STATE 5-62-22 23 SWSW PAD	
<u><i>Anschutz State Fed 5-62-27-0164B2B</i></u> SWSW, 389' FSL, 400' FWL, Sec. 22, T5N-R62W 6 th P.M. (Surface) SWSW, 500' FSL, 1' FWL, Sec. 34, T5N-R62W 6 th P.M. (Bottom) Weld County, CO	<u><i>Anschutz State Fed 5-62-27-0164C2B</i></u> SWSW, 389' FSL, 415' FWL, Sec. 22, T5N-R62W 6 th P.M. (Surface) SWSW, 500' FSL, 340' FWL, Sec. 34, T5N-R62W 6 th P.M. (Bottom) Weld County, CO
<u><i>Anschutz State Fed 5-62-27-0164B2</i></u> SWSW, 388' FSL, 430' FWL, Sec. 22, T5N-R62W 6 th P.M. (Surface) SWSW, 500' FSL, 479' FWL, Sec. 34, T5N-R62W 6 th P.M. (Bottom) Weld County, CO	<u><i>Anschutz State Fed 5-62-27-0263C2</i></u> SWSW, 388' FSL, 445' FWL, Sec. 22, T5N-R62W 6 th P.M. (Surface) SWSW, 500' FSL, 1018' FWL, Sec. 34, T5N-R62W 6 th P.M. (Bottom) Weld County, CO

The onsite inspection for this pad occurred on September 22nd, 2015. This is an existing four well state minerals pad located on state surface managed by the Colorado State Land Board with an additional four wells proposed that will drill and produce from a combination of private, state and federal minerals. The minerals directly underlying the pad are state minerals.

The drilling contractor will be provided with an approved copy of the surface use plan of operations before drilling.

1. Existing Roads:

- a. The existing well site is located approximately 38.7 miles east of Greeley, Colorado. Maps and directions reflecting the route to the proposed well site is included (see Road Description and Access Road Maps attached).
- b. The use of roads under State and Weld County Road Department maintenance is necessary to access the project area with no initial improvements proposed. No encroachment permits were necessary
- c. Vehicle operators will obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions. Additional signs may be posted, as necessary, to warn the public of project related traffic. Travel will be limited to the existing access roads and proposed access road.
- d. The existing US HWY 34 will be utilized for 25.4 miles from Greeley to County Road 87 which will be utilized for 3.0 miles to CR 89 which will be utilized for another 4.7 miles to an existing private road that provides access to the existing pad location. The existing access road will be utilized for 5.4 miles to the existing pad.
- e. All existing roads will be maintained and kept in good repair during all phases of operation. BBC will coordinate with the necessary owners, adjacent operators, and any required agencies to ensure maintenance of the access roads.

2. Planned Access Road:

- a. No additional access roads are proposed.

3. Proposed Location of Existing Wells:

- a. Following is a list of existing wells within a one-mile radius of the proposed well (see enclosed One-Mile Radius Map):

i.	Water wells	Seven
ii.	Injection wells	None
iii.	Disposal wells	None
iv.	Drilling wells	Four
v.	Temp shut-in wells	None
vi.	Producing wells	Sixteen
vii.	Abandoned wells	Three
viii.	Wells drilled; w/o completion	Twelve

4. Location of Production Facilities:

- A. Current production facilities being constructed on this pad for the existing, non-federal wells, consist of four wellheads (pumping jacks to be installed at a later date on existing wells), fourteen 400-bbls oil tanks, fourteen 400-bbls water, four 275-gal sumps, 1 pigging station, nine separators, six VRUs, two horizontal treaters, one gas compressor and building, two LACT units, and one gas generators. In addition to the above existing facilities, when BBC drills the additional four wells associated with this SUPO, we will add four additional wellheads, four pumping jacks, four separators, and one gas generator to the existing production pad. Pumping units will be ran with an electric motor or a natural gas fired motor. Telemetry equipment may be used where feasible to remotely monitor well conditions. If conditions dictate their use, plunger lift, gas lift, or other artificial lift equipment may be installed which could include cement pads for the equipment and wellsite compression. Wellheads associated with this pad will be contained in a round cellar corrugated steel ring trench measuring approximately 4 feet by 4 feet, and 6 feet deep.

- B. All production facilities will be located on the existing well pad. Tank batteries will be placed within secondary containment to prevent the off-site migration of accidentally-spilled condensate or produced water. Secondary containment will consist of corrugated steel containment rings. Construction of the containment rings surrounding the tank batteries will be constructed to prevent lateral movement of fluids through an impermeable barrier attached to the rings and laid under the tanks.

Secondary containment will be sized to contain a minimum of 110 percent of the storage capacity of the single largest tank within the barrier. All loading lines will be placed inside the containment barrier or will have secondary containment vessels.

- C. All liquid hydrocarbon production and measurement shall conform to the provisions of 43 CFR 3162.7-2 and Onshore Oil and Gas Order No. 4 for the

measurement of oil. Any variances necessary will be submitted and approved by the BLM in writing prior to first production. Production from the four proposed federal wells will be measured before commingling with existing non-federal wells on the same pad.

- D. All site security guidelines will be followed as identified in 43 CFR 3163.7-5 and Onshore Oil and Gas Order No. 3.
- E. All gas production and measurement shall comply with the provisions of 43 CFR 3162.7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.
- F. Six VOC combustors are at this location for control of associated condensate tank emissions. A combustor ranges from 24" to 48" wide and is approximately 10' to 27' tall. Combustor placement will be on existing disturbance and will not be closer than 100' to any tank or wellheads.
- G. The production facility may be fenced and may require periodic maintenance to ensure that drainages are kept open and free of debris, ice and snow, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.
- H. All permanent above-ground structures will be painted a flat, non-reflective color as determined by the Authorized Officer (AO). Facilities will be painted within 6 months of being located on site. As required by the Occupational Safety and Health Administration (OSHA), some equipment will not be painted for safety considerations.
- I. No new pipelines are proposed beyond the flowlines installed for production of the 4 state wells.

5. Location and Type of Water Supply:

- A. Bill Barrett Corporation will purchase water from a 3rd party water vender. The 3rd party vender will likely be purchasing water from a local municipality or from another party with properly zoned water rights. Water will be trucked from the source location, or piped directly from the river, with proper right of way permits in place.
- B. Water use will vary in accordance with the formations to be drilled but will be up to approximately 23 acre feet for drilling and completion operations for each well.

6. Source of Construction Material:

- A. No additional construction is planned.

7. Methods of Handling Waste Disposal:

- A. All wastes associated with this application will be contained and disposed according to BLM and COGCC regulatory requirements and at state-approved facilities.

BBC intends to employ a closed-loop drilling system in which a conventional reserve pit is not utilized. In a closed-loop system, drilling mud/fluid will be circulated by means of pump pressure from tanks storing drill fluid, down the drill pipe, through jets in the bit, and up the annulus (i.e., the space between the well bore and the drill pipe). The drilling mud/fluids will be stored in tanks while drilling. BBC will then either reuse the drilling mud/fluids for future wells or will haul to the Krier #3 spreadfield (COGCC location 441079) or another state-approved disposal facility.

- i. Drill cuttings will be processed to remove excess drilling fluids and mud and will be thoroughly processed such that the separated cuttings are relatively dry or stackable. The cuttings will be stored above ground on location in a bermed storage area and will be amended into the soil within the permitted disturbance boundaries according to surface owner approval. The cuttings will be spread/ incorporated with the intent of increasing moisture retention to facilitate reclamation of the disturbed area. The amendment into the soil will also provide an increased resistance to wind erosion. No other E&P waste shall be deposited at this site.
 - a. The cuttings will be stacked and dried as they come off the rig. Sawdust, EcoSponge, or another solidification/drying product will be utilized. The cuttings will be staged in a bermed storage area prior to incorporation.
 - b. Once dry, the cuttings will be thin spread (<3 inches thick) across the area to be reclaimed and then disked or scarified with native soil to an approximate depth of 4-6 inches.
 - c. After application and disking and compliance with COGCC Table 910-1 standards will be verified by collecting approximately one composite sample per acre. Each composite will be comprised of four to six sample locations within the acre. Once compliance is verified, topsoil will be spread and the site re-vegetated as per surface owner preference.
 - d. The entire site will have stormwater controls to ensure no offsite migration of sediment. A water truck will be utilized if dust suppression is needed.
- ii. Produced fluids from the well other than water will be decanted into steel test tank(s) until such time as construction of production facilities is completed. Any oil that may be accumulated will be transferred to a permanent production tank or hauled to one of the state-approved disposal site/facility. Produced water may be used in further drilling and completion activities, or will be hauled to one of the state-approved site/facility.

- B. Temporary frac tanks will be located onsite to hold water and fluids prior to completion operations. All "frac" flowback water will be confined to storage tanks for a period not to exceed ninety (90) days and will be recycled for re-use or trucked offsite to a state-approved disposal facility.
- C. Completions flowback water and effluent produced during cleanout operations (prior to encountering hydrocarbon gas of salable quality or significant volumes of condensate) will be directed to tanks, no pits will be utilized. Oil or condensate volumes shall not be allowed to accumulate in excess of twenty (20) barrels and will be removed within twenty-four (24) hours. The gaseous phase of non-flammable effluent may be directed to a flare pit or vented from tanks for safety purposes until flammable gas is encountered.

Well effluent containing more than ten (10) barrels per day of condensate or within two (2) hours after first encountering hydrocarbon gas of salable quality will be directed to a combination of sand traps, separators, surge vessels, tanks, and flare stacks or other equipment as needed to ensure safe separation of sand, hydrocarbon liquids, water, and gas and to ensure salable products are efficiently recovered for sale or conserved and that non-salable products are disposed of in a safe and environmentally responsible manner.

- D. If it is safe and technically feasible, closed-top tanks will utilize backpressure systems that exert a minimum of four (4) ounces of backpressure and a maximum that does not exceed the pressure rating of the tank to facilitate gathering and combustion of tank vapors. Vent/backpressure values, the combustor, lines to the combustor, and knock-outs will be sized and maintained so as to safely accommodate any surges the system may encounter.
- E. All salable quality gas will be directed to the sales line as soon as practicable or will be flared in accordance with all applicable laws, rules, and regulations. Flare lines will be directed so as to avoid environmental damage and as required by regulations. A deflector and/or directional orifice will be used to safeguard both personnel and the adjacent environment.
- F. Any spills of oil, gas, salt water or other produced fluids will be cleaned up and removed.
- G. Any salts and/or chemicals, which are an integral part of the drilling system, will be disposed of in the same manner as the drilling and or produced fluids.
- H. Chemicals on the EPA's Consolidated List of Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) in quantities over 10,000 pounds that may be used, produced, stored, transported or disposed of annually in association with the drilling, testing or completion of each well include diesel fuel, hydrochloric acid and silica sand. This material will be consumed in the drilling and completion process. No extremely hazardous substances, as defined in 40 CFR 355, in threshold planning quantities will be used, produced, stored, transported or disposed of in association with the drilling, testing or completion of the well.