

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement ("Agreement") is effective the 15th day of November, 2013, by and between James C. Williams and Jean T. Masterson, whose address is 307 Church Street, Andalusia, AL 36420, ("Owner"), and Bill Barrett Corporation, a Delaware corporation, whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 ("Operator").

RECITALS

- A. Owner owns the surface of the real property in Weld County, Colorado (the "Property"), legally described as:

Township 5 North, Range 61 West, 6th P.M.

Section 27: W/2 and W/2SE/4

- B. Operator is the owner/operator of a working interest in oil and gas leases ("Leases") granting Operator certain leasehold rights to minerals beneath the surface of the Property and adjacent properties. These rights include, but are not limited to, the right of access and the right of reasonable use of the surface for temporary and permanent installations as set forth in the Leases.
- C. Operator is preparing to develop said leasehold rights, including the construction of a drilling pad or pads at locations complying with Colorado Oil and Gas Conservation Commission ("COGCC") Orders and Regulations on the Property from which one or more wells are contemplated to be drilled, roads, pipelines and other facilities necessary or convenient for production, storage and gathering of oil and gas from said pad sites and proposes to conduct drilling and subsequent production operations on the Property.
- D. Owner and Operator desire to enter into this Agreement as a supplement to, but not in derogation of, Operator's leasehold rights, including the right to drill future wells in addition to those enumerated herein. Nothing in this Agreement except as expressly set forth shall be deemed to extend or enlarge the Operator's leasehold rights as set forth in the Leases.
- E. Owner and Operator desire to minimize any surface damage to the Property and to reach an agreement regarding such surface damage.
- F. Owner and Operator wish to memorialize their agreement concerning the payment for damages to the surface of the Property in connection with Operator's use of the Property for drilling, construction, completion, recompletion, reworking, re-entry, production, maintenance and operation of the Well(s) and installation of all pipelines, tank batteries, temporary surface lines and other facilities or property of Operator or its affiliates associated with the Well(s) and field Facilities.

notice complies with, or hereby waives, all COGCC and statutory requirements that it be given advance notice by Operator of the Operations.

10. Owner hereby agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs and as may be required under provisions of COGCC Rule 305. Said agreement further provides that the provisions of Rule 306.a. "Consultation with surface owner" have been met and/or waived.

11. Owner acknowledges and agrees that Operator has consulted in good faith with Owner as to its proposed Operations, in accordance with COGCC requirements, or hereby waives such requirements. Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement, including, but not limited to, setbacks for high density areas and surface lot lines. Owner expressly waives the limitation of one surface pad on any one governmental quarter quarter section. Owner expressly waives the COGCC well location requirements of Rule 318A.a., locating a well outside of the GWA drilling window, and 318A.c., locating a well more than 50 feet from existing wells. Owner expressly waives any right to appeal COGCC issuance of drilling permits, including COGCC conditions of approval of Operator's applications for such permits. Owner agrees that, with Owner's approval, cuttings from the Wells may be put to beneficial use by incorporating them into the reclaim and covering them with topsoil or such other use as Owner may request, subject to COGCC reclamation standards and other governmental rules and regulations.


shall survive the expiration of this Agreement.

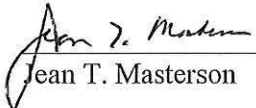
19. This Agreement when executed by Operator and Owner, shall supersede and replace in its entirety, that certain Agreement for Right of Way, Pipeline Easement and Surface Access by and between James C. Williams and Jean T. Masterson, and EOG Resources, Inc., now Bill Barrett Corporation, dated October 1, 2010 covering all of Section 27-T5N-R61W, Weld County, Colorado.

20. This Agreement shall extend to and bind Owner and Operator, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective this 15th day of November, 2013.

OWNER:


James C. Williams


Jean T. Masterson

OPERATOR:

BILL BARRETT CORPORATION

By:  
Mitchell J. Reneau, Vice President – Land

ACKNOWLEDGEMENTS

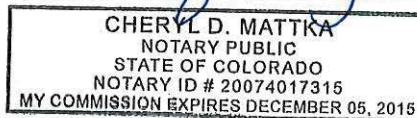
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 22nd day of November 2013, before me personally appeared Mitchell J. Reneau, known to me to be the Vice President – Land of BILL BARRETT CORPORATION and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission Expires: 12-05-2015

Notary Public: *Cheryl D. MatTKA*



STATE OF Alabama)
) ss.
COUNTY OF Covington)

The foregoing instrument was acknowledged before me this 2nd day of November 2013
by James C. Williams + Jean T Masterson

CASSANDRA PATIENCE KIMBRIL
My commission expires Notary Public, AL State at Large
My Comm. Expires May 9, 2014

Notary Public: *Cassandra Patience Kimbril*