

**MEMORANDUM OF  
SURFACE DAMAGE AND RELEASE AGREEMENT**

WHEREAS on the 18<sup>th</sup> day of April, 2013, Joseph J Hawkins, whose address is P.O. Box 24, Orchard, Colorado 80649 ("Owner") entered into a Surface Damage and Release Agreement ("Agreement") with **Bill Barrett Corporation**, 1099 18<sup>th</sup> Street, Suite 2300, Denver, CO 80202 ("Operator"), covering the below described lands in Weld County, Colorado.

Township 5 North, Range 61 West, 6<sup>th</sup> P.M.

Section 21: SW1/4

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

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

**WHEREAS**, said Agreement further provides for the waiver by Owner of all notices as required by the COGCC for issuing APDs and as may be required under provisions of COGCC Rule 305. Said Agreement further provides that the provisions of Rule 306.a. "Consultation with surface owner" have been met or waived. Said Agreement further provides for 1) the waiver by Owner of any COGCC setbacks inconsistent with this Agreement, including, but not limited to, setbacks for high density areas and surface lot lines; 2) the waiver by Owner of the limitation of one surface pad on any one governmental quarter-quarter section; and 3) the waiver by Owner of its right to appeal COGCC APDs or conditions of approval for such permits.

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


**OWNER(s)**

Joseph J. Hawkins



**BILL BARRETT CORPORATION**

By: 

Name: Huntington T. Walker   
Title: Senior Vice President – Land

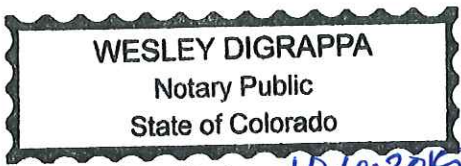
ACKNOWLEDGEMENTS

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

On this 18<sup>th</sup> day of APRIL 2013, before me personally appeared Huntington T. Walker, known to me to be the Senior Vice President – Land of BILL BARRETT CORPORATION and that he executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission Expires: 10.6.2015



Notary Public: [Signature]

Address: DENVER, CO 80202

My Commission Expires 10.6.2015

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MORGAN )

On this 18 day of APRIL, 2013, before me, the undersigned Notary Public, personally appeared Joseph J. Hawkins, known to me, and who executed the above and foregoing Surface Damage Agreement as Owner, and acknowledged that they executed such as their free and voluntary act and deed, for the uses and purposes therein set forth.

My Commission Expires: 7-7-2016



Notary Public: Michael A. Rutherford

Address: LAFAYETTE, COLORADO 80026