

STATE OF UTAH
COUNTY OF DUCHESNE

Ent 442624 Bk A638 Pg 676
Date: 22-FEB-2012 8:59:10AM
Fee: \$18.00 Check
BRADLEY MADSEN, Recorder
DUCHESNE COUNTY CORPORATION
For: TURNER PETROLEUM LAND SERVICE

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Andrew T. and Brenda K. Reff, whose mailing address is 6074 W 5300 S, Hooper, UT 84315-9558, (hereinafter referred to as GRANTOR, whether one or more), is the owner of a portion of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 7 WEST, USM

Section 24: Lot 94, Plat 9, Cedar Mountain Sub

See Exhibit "A"

WHEREAS, Bill Barrett Corporation., whose address is 1099 18th Street, Suite 2300, Denver, CO 80202, (hereinafter referred to as GRANTEE), desires to construct a pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns, the easement and right to use that portion of the herein above described property as may be necessary to construct entrench, maintain, operate, replace, remove, protect or abandon a pipeline or pipelines for the transportation of natural gas, water, saltwater and other substances exclusively with appurtenances thereto, including, but not limited to, valves, metering equipment, and cathodic equipment (said pipeline or pipelines, appurtenances, valves, metering equipment, cathodic equipment being sometimes collectively called the "facilities") over, under and through the hereinafter described land as described in the attached Exhibit "A". Grantee shall, upon Grantor's request, bury the pipeline or pipelines constructed pursuant to the terms of this Agreement to a depth of three (3) feet, or as close to this depth as possible.

Grantee shall have the free right of ingress and egress to, over, upon, through and across said right-of-way and easement for any and all purposes that may be necessary or incidental to the maintenance of the right-of-way and easement, with the right to use existing roads which enter Grantor's property for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline or pipelines with either like or different size pipe. During temporary periods, Grantee may use such portions of the property along and adjacent to said right-of-way as may be necessary in connection with construction, maintenance, repair, removal or replacement of the facilities and if such use cause any damages to Grantor's lands outside of the above described right-of-way, Grantee shall pay Grantor for such damages.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor may construct roads, fences, water lines and utilities across the easement as long as they do not cause damage to the pipeline. Prior to construction of any road, fence, water line or utility Grantor shall notify Grantee and Grantee and Grantor shall work together in cooperation to make sure the pipeline or pipelines are not damaged. No reservoir or structure shall be constructed, created or maintained on, over, along or within the lands covered by this easement without Grantee's prior written consent.

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 20th day of September, 2011.

GRANTORS:

By: Andrew T. Reff 14 Oct 2011
Andrew T. Reff
By: Brenda K. Reff 10-07-11
Brenda K. Reff

GRANTEE:

BILL BARRETT CORPORATION

By: Clint W. Turner
Clint W. Turner, as Agent for Bill Barrett Corporation

ACKNOWLEDGMENTS

Ent 442624 Bk A0638 Pg 0678

STATE OF Texas
COUNTY OF Tarrant

On this 14th day of October, 2011, before me personally appeared Andrew T. Reff, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

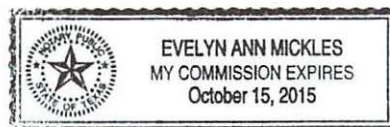
WITNESS my hand and official seal.

Evelyn A. Mickles

Notary Public

Residing at: NAS Fort Worth JRB, TX 76127

My Commission Expires: 15 Oct 2015



STATE OF Utah
COUNTY OF Davis

On this 7 day of Oct., 2011, before me personally appeared Brenda K. Reff, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Cheryl Britten

Notary Public

Residing at: Ut.

My Commission Expires: 6.15.15



STATE OF UTAH
COUNTY OF SALT LAKE

On this 7th day of November, 2011, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 9.8.15

Loret J. Doney

Notary Public

Residing at: West Jordan, Ut

01-128-253

