

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REENTER

1a. Type of work: <input checked="" type="checkbox"/> DRILL <input type="checkbox"/> REENTER		5. Lease Serial No. BIA-EDA-2OG0005608
1b. Type of Well: <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/> Single Zone <input checked="" type="checkbox"/> Multiple Zone		6. If Indian, Allottee or Tribe Name ute Indian Tribe
2. Name of Operator Bill Barrett Corporation		7. If Unit or CA Agreement, Name and No. N/A
3a. Address 1099 18th Street, Suite 2300, Denver, CO 80202		8. Lease Name and Well No. # 16-30-36 BTR
3b. Phone No. (include area code) (303) 312-8546		9. API Well No. Pending 43-013-34035
4. Location of Well (Report location clearly and in accordance with any State requirements.)* At surface 1018' FSL x 1010' FEL, Sec. 30, T3S, R6W At proposed prod. zone 1018' FSL x 1010' FEL, Sec. 30, T3S, R6W		10. Field and Pool, or Exploratory Attainment Cedar Rim
14. Distance in miles and direction from nearest town or post office* Approximately 11.5 miles northwest of Duchesne, UT		11. Sec., T. R. M. or Blk. and Survey or Area Sec. 30, T3S, R6W U.S.B.&M. FSE
15. Distance from proposed* location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 1010' FEL	16. No. of acres in lease N/A	12. County or Parish Duchesne
17. Spacing Unit dedicated to this well 640	13. State UT	
18. Distance from proposed location* to nearest well, drilling, completed, applied for, on this lease, ft. 2,220' abandoned oil well	19. Proposed Depth 9,528'	20. BLM/BIA Bond No. on file Nationwide Bond # WYB000040
21. Elevations (Show whether DF, KDB, RT, GL, etc.) 6550' Ungraded Ground	22. Approximate date work will start* 03/01/2009	23. Estimated duration 45 days

24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No.1, must be attached to this form:

- |  |   |
|--|---|
| 1. Well plat certified by a registered surveyor.   | 4. Bond to cover the operations unless covered by an existing bond on file (see Item 20 above). |
| 2. A Drilling Plan.  | 5. Operator certification   |
| 3. A Surface Use Plan (if the location is on National Forest System Lands, the SUPO must be filed with the appropriate Forest Service Office). | 6. Such other site specific information and/or plans as may be required by the BLM.             |

25. Signature 	Name (Printed/Typed) Reed Haddock	Date 11/07/2008
Title Permit Analyst		
Approved by (Signature) 	Name (Printed/Typed) BRADLEY G. HILL	Date 05-03-10
Title ENVIRONMENTAL MANAGER		

Application approval does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.  
Conditions of approval, if any, are attached.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

\*(Instructions on page 2)

534108X  
44483204  
40.186468  
-110.599338

**Federal Approval of this  
Action is Necessary**

RECEIVED

NOV 12 2008

DIV. OF OIL, GAS & MINING

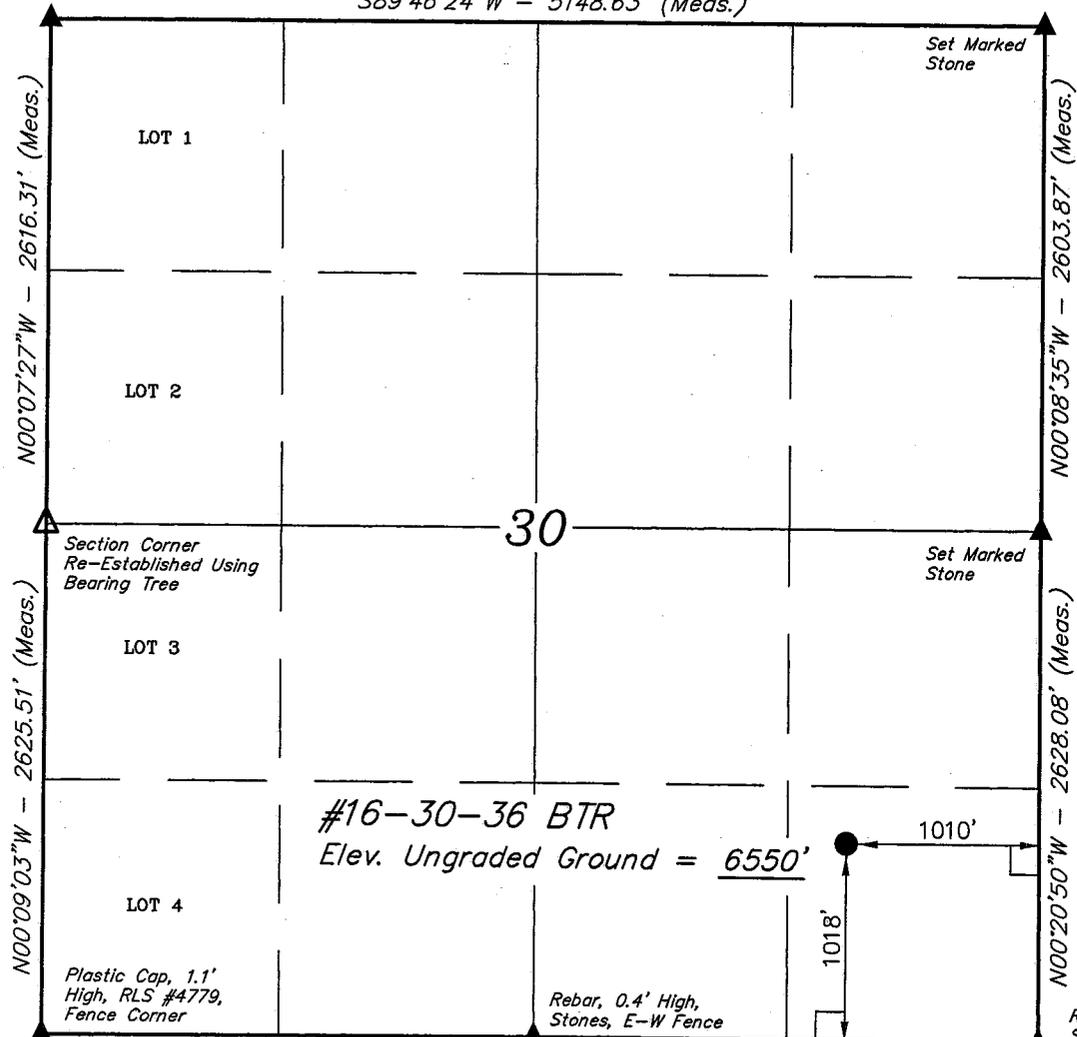
# T3S, R6W, U.S.B.&M.

## BILL BARRETT CORPORATION

Well location, #16-30-36 BTR, located as shown in the SE 1/4 SE 1/4 of Section 30, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

Rebar, 0.8' High,  
Stones, N-S Fence

S89°46'24"W - 5148.63' (Meas.)



N00°07'27"W - 2616.31' (Meas.)  
N00°09'03"W - 2625.51' (Meas.)

N00°08'35"W - 2603.87' (Meas.)

N00°20'50"W - 2628.08' (Meas.)

#16-30-36 BTR  
Elev. Ungraded Ground = 6550'

S89°29'03"W - 2530.90' (Meas.)

S89°50'13"W - 2627.66' (Meas.)

Rebar, 0.3' High,  
Scattered Stones,  
E-W Fence, Old lath

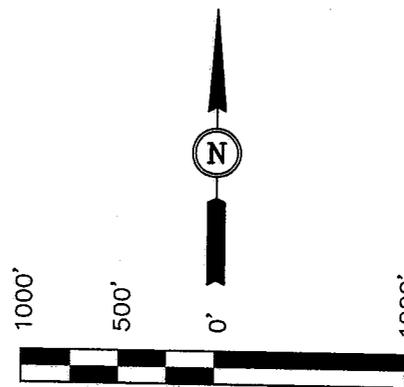
### BASIS OF BEARINGS

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

(NAD 83)  
LATITUDE = 40°11'11.13" (40.186425)  
LONGITUDE = 110°36'00.44" (110.600122)  
(NAD 27)  
LATITUDE = 40°11'11.29" (40.186469)  
LONGITUDE = 110°35'57.87" (110.599408)

### BASIS OF ELEVATION

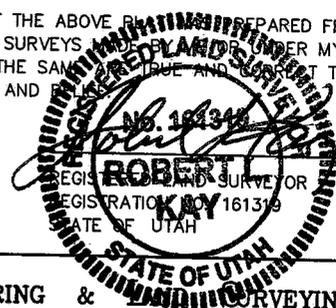
SPOT ELEVATION AT A ROAD INTERSECTION LOCATED IN THE NW 1/4 OF SECTION 36, T3S, R6W, U.S.B.&M. TAKEN FROM THE RABBIT GULCH QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5904 FEET.



SCALE

### CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS AND UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



UNTAH ENGINEERING & SURVEYING  
85 SOUTH 200 EAST - VERNAL, UTAH 84078  
(435) 789-1017

### LEGEND:

- └─┘ = 90° SYMBOL
- = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.
- △ = SECTION CORNERS RE-ESTABLISHED. (Not Set on Ground.)

SCALE 1" = 1000'	DATE SURVEYED: 09-29-08	DATE DRAWN: 10-23-08
PARTY D.S. E.D. C.H.	REFERENCES G.L.O. PLAT	
WEATHER WARM	FILE BILL BARRETT CORPORATION	

**EASEMENT LEASE AGREEMENT  
BILL BARRETT CORPORATION  
FOR WELLSITES #1-23-36 BTR, #3-23-36 BTR, #1-30-36 BTR, #16-30-36 BTR, #16-16-36 and their Supporting Roads and Pipelines  
TABBY MOUNTAIN WILDLIFE MANAGEMENT AREA**

UDWR Easement Lease No. DUC-0910EA-054

THIS NON-EXCLUSIVE EASEMENT LEASE AGREEMENT ("Agreement") is made by and between the **Utah Division of Wildlife Resources** whose address is 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301 (hereafter "**Surface Owner**") and **Bill Barrett Corporation**, whose address is 1099 18th Street, Suite 2300, Denver, Colorado 80202 (hereafter "**BBC**"). Surface Owner and BBC are collectively referred to as "**the Parties**". "Easement Lease" means the lease of an easement or right-of-way, for which the purpose, specific use, rights granted, location, term, fees, and other conditions are set forth herein.

**EXHIBITS**

- A.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #1-23-36 BTR
- A.2 Depiction of #1-23-36 BTR Wellsite and Access Road
- A.3 Depiction of Pipeline for #1-23-36-BTR Wellsite
- B.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #3-23-36 BTR
- B.2 Depiction of #3-23-36 BTR Wellsite and Access Road
- B.3 Depiction of Pipeline for #3-23-36 BTR Wellsite
- C.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #1-30-36 BTR
- C.2 Depiction of #1-30-36 BTR Wellsite and Access Road
- C.3 Depiction of Pipeline for #1-30-36-BTR Wellsite
- D.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #16-30-36 BTR
- D.2 Depiction of #16-30-36 BTR Wellsite and Access Road
- D.3 Depiction of Pipeline for #16-30-36-BTR Wellsite
- E.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #16-16-36 BTR
- E.2 Depiction of #16-16-36 BTR Wellsite and Access Road
- E.3 Depiction of Pipeline for #16-16-36-BTR Wellsite
- F Surface Use Plan for BBC's 2009-2010 Development Program, Rabbit Gulch Unit of Tabby Mountain WMA Area, Duchesne County, Utah
- G Reclamation Bond Number LPM8986634
- H Cooperative Agreement, Mitigation Related to Oil and Gas Field Development on the Rabbit Gulch Wildlife Management Area

**SECTION 1 GRANT AND LOCATION OF EASEMENT**

- 1.1 **Burdened Property.** Surface Owner owns certain real property known to Surface Owner as the Rabbit Gulch Unit of the Tabby Mountain Wildlife Management Area ("**WMA**"). Surface Owner represents that its purposes and uses of owning said WMA is to provide important habitat for wildlife, and to provide wildlife-based recreation for the general public. Surface Owner grants and conveys to BBC a nonexclusive easement lease ("**Easement**") for five wellsites ("**Wellsites**" or "**Damage Areas**") and pipelines and

described respectively in Exhibits A.1, B.1, C.1, D.1 and E.1 during the construction of the respective pipelines, thereafter to be reduced to a 30-foot width, 15 feet on either side of the respective centerlines. Access roads shall be of a width of 30 feet, 15 feet on either side of the centerline described in Exhibit A.1, B.1, C.1, D.1 and E.1.

- 1.2 **Right of Third Parties.** This Easement is subject to all valid interests of third parties duly recorded in applicable County Records of the State of Utah. Surface Owner claims title in fee simple, but does not warrant to BBC the validity of title to the Burdened Property. BBC shall have no claim for damages or refund against Surface Owner for any claimed failure or deficiency of Surface Owner's title to said lands, or for interference by any third party.
- 1.3 **Surveys, Maps, and Plans.** In executing this Easement, Surface Owner is relying upon the surveys, plats, diagrams, and/or legal descriptions provided by BBC. BBC is not relying upon, and Surface Owner is not making any representations about any surveys, plats, diagrams, and/or legal descriptions provided by Surface Owner.
- 1.4 **Headings.** The Headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

## SECTION 2 PURPOSE AND SCOPE OF EASEMENT

- 2.1 **Purpose.** This Easement is granted for the purpose of ingress and egress for the construction, installation, operation, maintenance, repair, and replacement as necessary of drill pads, pipelines and access roads, subject to and in accordance with the restrictions and conditions set forth herein, in support of BBC's conventional oil and gas operations on the Burdened Property, and for no other purpose. BBC agrees that it shall not remove from Surface Owner's property ordinary sand and gravel or wood products of any kind without the appropriate permit or other written authorization from Surface Owner. Any unauthorized use of the Burdened Property shall be considered a material breach of this Easement.
- 2.2 **Number and Kind of Infrastructure.** Under this Agreement, BBC shall have the right to construct, maintain and repair three (3) buried pipelines, not to exceed Twenty-Five (25) inches in diameter, per Wellsite, in the pipeline easement corridors described in Exhibit A.1, B.1, C.1, D.1, and E.1.

No other difference in the number, kind, or size of permanent structures to be constructed on the Burdened Property shall be allowed from that set forth in this Agreement, except production facilities, storage tanks, and such equipment deemed necessary by BBC for the production of the wells located on the Burdened Property, said production facilities, storage tanks, and such equipment to be located on the Damage Areas. Paving of any road is expressly prohibited.
- 2.3 **Exclusivity.** It is expressly understood and agreed that the right herein granted is non-exclusive. Surface Owner hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the Burdened Property where such uses are appropriate and compatible; or dispose of the property by sale or exchange.
- 2.4 **Permittees.** BBC may permit its respective employees, agents, contractors, licensees, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of BBC.

## 2.5 Seasonal Restrictions.

- (a) BBC shall be allowed to engage in construction activities on the Burdened Property including and between the dates of December 1 to April 15 ("Seasonal Closure"), subject to the terms and conditions of the mitigation plan and Cooperative Agreement attached as Exhibit H. Under the Cooperative Agreement, BBC shall have the right to enter the Burdened Property during Seasonal Closure for service, maintenance and repair of its production facilities and the wells to the extent that such service, maintenance and repair could not have reasonably been anticipated or could not reasonably be scheduled for dates outside Seasonal Closure.
- (b) BBC shall have the right to enter the Burdened Property at any time for emergency activities to prevent environmental damage. BBC shall notify Surface Owner of such emergency activities in accordance with Section 5 of this Agreement.
- (c) The Parties agree that, except for emergency activities described in Subsection 2.5(b), should activities for major construction or major maintenance or repair projects during Seasonal Closure be desired by BBC, the Parties shall consult in good faith to determine how such activities might be accomplished without undue harm to wildlife.
- (d) The Parties agree that should extraordinary circumstances arise, including extraordinarily inclemental weather, during Seasonal Closure wherein activities permitted under this Agreement would result in significant harm or stress to or for wildlife, the Parties shall consult in good faith to determine how that significant harm or stress might be avoided.
- (e) The Parties agree that should information pertaining to wildlife or vegetation become known to either one or both the Parties, and which would be useful in preventing harm to wildlife or vegetation, the Parties shall consult in good faith to determine how activities allowed under this Agreement might be modified, to the extent the Parties might agree at that time.
- (f) As described in Section 5 of this Agreement, BBC shall notify Surface Owner of BBC's activities in some circumstances.

## SECTION 3 TERMS AND RENEWAL

- 3.1 **Term Defined.** The term of this Easement is thirty (30) years ("Term"), commencing on the date of the last signature affixed to this Agreement, unless earlier terminated, subject to the terms and conditions set forth in this Agreement, and any valid and exiting rights.
- 3.2 **Renewal of the Easement.** BBC shall have the option to renew this Easement and BBC may exercise this option by providing written notice of its election to renew at any time within six (6) months but not later than (30) days prior to the Termination Date of the Initial Term of this Easement. BBC shall not be entitled to renew if it is in default under the terms of this Easement or other agreement with Surface Owner at the time the option to renew is exercised. The terms and conditions of any renewal Term shall be re-negotiated under the conditions, rules and laws in effect at the time of renewal. The Parties shall have sixty (60) days to come to agreement on the conditions and value of the easement after Surface Owner's receipt of BBC's notice of intent to renew. After the aforementioned six-month period, BBC's option to renew shall be null and void and the Easement shall terminate at the conclusion of this Agreement's Term.

## SECTION 4 RENT/ PAYMENTS

All payments are final. There shall be no pro-rata reimbursement of any payments

Administrative Cost Recovery). Payment is due when BBC returns this Agreement to Surface Owner appropriately signed and notarized. Surface Owner shall be entitled to additional compensation for any additional Use or User outside the scope of this Easement. Use or User shall not be construed to include affiliates or joint venturers of BBC so long as the Use or User remains within the scope of this Easement. For purposes of this Agreement,

(a) "affiliate" means any entity under common control with BBC, or under control of BBC. Control for purposes of this Agreement means 80% or more of the voting interests of the entity being held by the controlling entity.

(b) "joint venturer" means a party to an operating agreement, including pooled parties pursuant to state regulations, with respect to a Wellsite or pipeline located on the Burdened Property.

- 4.2 **Administrative Costs.** In approving a request to apportion, assign, or transfer an interest in this Easement, Surface Owner shall be entitled to charge for administrative costs for approving the transfer.
- 4.3 **Non-Waiver.** Surface Owner's acceptance of a payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

## SECTION 5 NOTIFICATIONS OF ACTIVITIES

- 5.1 All notifications shall reference the Easement number and the location of BBC's activity. Notification of activities covered under this Section shall be deemed sufficient if made solely to Surface Owner's Northeastern Region Habitat Manager or Petroleum Biologist. The respective time periods required between notification and commencement of activities covered under this Subsection may be waived in writing, which may include email, by Surface Owner's Northeastern Region Supervisor, Habitat Manager or Petroleum Biologist.
- 5.2 BBC shall notify Surface Owner:
- (a) at least Twenty-Four (24) hours prior to any major repair contemplated in Subsection 2.5(a) of BBC's facilities during Seasonal Closure, if such repair requires the use of heavy equipment such as backhoes or other mechanized earth-moving equipment, heavy boom trucks, or cranes.
- (b) within five (5) business days after the start of emergency activities during Seasonal Closure, said activities contemplated in Subsection 2.5(b).
- 5.3 Regardless of Seasonal Closure restrictions, BBC shall notify Surface Owner at least three (3) days prior to excavation of any previously reclaimed site, except in cases where such excavation takes place as a result of emergency activities contemplated in Subsection 2.5(b), in which case notification shall take place within five (5) days after the start of emergency activities.
- 5.4 Should future conditions be such that Surface Owner determines there is little wildlife-monitoring value facilitated by BBC's prior notification, the Parties may amend this Agreement and terminate the prior notification requirements of this Section, to the extent the Parties may mutually agree in writing at the time.

## SECTION 6 CONSTRUCTION, MAINTENANCE AND REPAIR OF EASEMENT AND IMPROVEMENTS AND TRADE FIXTURES

improvements, or natural resources such as soil or vegetation resources, thereon which are caused by BBC's activities. BBC shall take all reasonable precautions to protect the Burdened Property and any improvements thereon. Any damage to natural resources which are excessive or unnecessary shall be paid to Surface Owner at a price or cost determined by bids or estimates of the cost of repair. All work performed by BBC shall be completed in a careful and workman-like manner to Surface Owner's satisfaction, free of any claims or liens. Upon completion of any work performed by BBC, BBC shall remove all debris and restore the Burdened Property, as nearly as practicable, to the condition it was in prior to commencement of the work. BBC shall notify Surface Owner in writing within five (5) days after completion of work, to allow Surface Owner to inspect the work.

- 6.2 Waste.** BBC shall commit no waste on the Burdened Property and will make reasonable efforts to keep the property clean. BBC shall not cause any filling activity on the Burdened Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Burdened Property, except as provided under this Agreement or approved in writing by Surface Owner. Ordinary waste committed by third parties on the Burdened Property shall be removed by BBC, at BBC's cost. If BBC fails to comply with this Subsection, Surface Owner may take any steps reasonably necessary to remedy such failure, subject to the notice and right to cure provisions of Section 11. Upon demand by Surface Owner, BBC shall pay all costs of such remedial action, including, but not limited to the costs of removing and disposing of any material deposited improperly on the Burdened Property. This section shall not in any way limit BBC liability under Section 9, below.
- 6.3 Weed Control.** BBC shall monitor the Burdened Property for noxious weeds, and shall promptly eradicate, at BBC's own cost, all noxious weeds on the Burdened Property. BBC shall also control at its own cost any infestation that has spread beyond the boundaries of the Burdened Property if such infestation is reasonably deemed by Surface Owner to have originated on, and spread from, the Burdened Property as evidenced by weed colonization on the Burdened Property and patterns of weed colonization local to the Burdened Property. Such weed control shall comply with the Utah Noxious Weed Act, any Administrative Rules promulgated there from, and County noxious weed control programs. BBC shall consult with Surface Owner regarding BBC's control of noxious weeds on the Burdened Property. All methods of chemical weed control shall be approved by Surface Owner prior to beginning such activities. No aerial spraying without prior approval by Surface Owner is permitted. All earth-moving equipment shall be thoroughly cleaned of soil and other materials that may harbor noxious weed seeds prior to being moved onto Surface Owner's property. If BBC fails to take action to control noxious weeds within five (5) days following notice from Surface Owner, Surface Owner may undertake control measures, and BBC shall reimburse Surface Owner upon demand for all costs incurred in implementing such measures. BBC will continue to be responsible for noxious weed control on the Burdened Property after termination of the Easement until Surface Owner is satisfied with the results and has in written notification released BBC from its weed control obligations, which notification shall not be unreasonably withheld.
- 6.4 Installation Specifications.** Where improvements are buried, they shall be buried at a minimum depth of three (3) feet below the surface of the Burdened Property. For installations within roadways, the improvements shall be buried at a minimum depth of three (3) feet below the road surface or three (3) feet below the bottom of the ditch, whichever applies. Surface Owner reserves the right to inspect the open trench during construction to ensure compliance with the installation specifications.
- 6.5 Pre-construction.** Forty-Eight (48) hours prior to commencement of the activities

Regional Habitat Manager outlining the construction or activity for Surface Owner's approval. During the course of construction operations, or maintenance, BBC shall minimize soil erosion and damage to soil. Equipment will not be operated when conditions are such that excessive soil damage will occur on sites not intended for excavation. BBC will not remove any timber or other valuable materials, including, but not limited to, those materials identified or sold as valuable materials, from the Burdened Property until BBC has received the appropriate permits or other written approval from Surface Owner to remove such valuable materials and has made provisions to compensate Surface Owner for the value of the valuable materials.

**6.6 Road Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the road in satisfactory and functional repair.

(a) BBC herein is responsible for maintaining any roads on Surface Owner's property used in conjunction with this Agreement; however, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective users of said roads. Where one or more authorized party(ies) uses a road, or portion thereof, those parties shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided Surface Owner reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.

(b) During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(1) The appointment of a maintainer, which may be one of the Parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(2) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.

**6.7 Road Repair.** BBC shall repair or cause to be repaired at its sole cost and expense that damage to roads used under this Easement in excess of that caused by normal and prudent usage of said roads. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above. BBC may add or replace gravel on road surfaces on the Burdened Property, but shall not pave any portion of the road without Surface Owner's written consent.

**6.8 Road Restoration.** If BBC fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, BBC shall resurface that portion so affected at its sole cost and expense. Where the Easement crosses existing roads, BBC shall restore roads as near as practicable to their original condition, if any damage occurs to those roads during BBC's use of this Easement.

**6.9 Road Improvements.** Unless the Parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver.

**6.10 Road Relocation.** Surface Owner may request the relocation of a road in order to protect wildlife, soil, or vegetation resources or minimize damage thereto, so long as the new

damage, illegal dumping, or any other change in condition on the Burdened Property that is observed from BBC's observations of the Easement.

### **SECTION 7 INTERFERENCE**

BBC shall exercise its rights under this Easement so as not to unreasonably interfere with Surface Owner's use of the Burdened Property or with the public's ability to use Surface Owner's lands for purposes of lawful recreation, except during periods of construction of BBC's facilities. Any improvements and trade fixtures constructed by BBC on the Burdened Property shall be placed and constructed so as to allow reasonably unobstructed movement over and across the Burdened Property.

### **SECTION 8 COMPLIANCE WITH LAWS**

BBC shall comply with all applicable laws, including all Surface Owner's rules and regulations, and state, county and municipal laws, ordinances, or regulations in effect. BBC shall obtain and be in possession of all permits and licenses required for the authorized use of the Easement and shall provide proof of such permits/licenses upon request by Surface Owner.

### **SECTION 9 ENVIRONMENTAL LIABILITY/RISK ALLOCATION**

- 9.1 Definition.** "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq.
- 9.2 Use of Hazardous Substances.** BBC covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Burdened Property, except in accordance with all applicable Local, State, and Federal laws.
- 9.3 Current Conditions, Duty of Utmost Care, and Duty to Investigate.**
- (a) Surface Owner makes no representation about the condition of the Burdened Property. Hazardous Substances may exist in, on, under, or above the Burdened Property.
- (b) BBC shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Burdened Property, and any Hazardous Substances that come to be located in, on, under or above the Burdened Property during the Term of this agreement, along with the reasonably foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the reasonably foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this Subsection 9.3 includes, but is not limited to, the following requirements:
- (1) BBC shall not undertake activities that will cause, contribute to, or exacerbate contamination of the Burdened Property;
  - (2) BBC shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Burdened Property;
  - (3) BBC shall not undertake any activities that result in the mechanical or chemical disturbance of Burdened Property habitat mitigation, except as

(4) BBC shall allow access to the Burdened Property by employees and authorized agents of the Environmental Protection Agency, the State of Utah or other similar environmental agencies.

(c) It shall be BBC's obligation to gather sufficient information to its satisfaction concerning the Burdened Property and the existence, scope and location of any Hazardous Substances on the Burdened Property, or on adjoining property (to the extent reasonably discoverable or ascertainable), as required for BBC to effectively meet its obligations to comply with all applicable laws regarding such Hazardous Substances.

#### 9.4 Notifications and Reporting.

(a) BBC shall immediately notify Surface Owner if BBC becomes aware of any of the following:

(1) A release or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property;

(2) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, in the event BBC observes or is notified of such violations;

(3) Any lien or action with respect to any of the foregoing; or,

(4) Any notification from the U.S. Environmental Protection Agency (EPA) or the State of Utah that remediation or removal of Hazardous Substances is or may be required at the Burdened Property.

(b) BBC shall, at Surface Owner's request, provide Surface Owner with copies of all reports, studies, or audits which pertain to the Burdened Property, and which are or were prepared by or for BBC and submitted to any federal, state, or local authorities as required by any federal, state, or local permit, license, or law. These reports or permits may include, but are not limited to, any National or State Pollution Discharge Elimination System Permit, any Army Corps of Engineers permit, any Hydraulics Project Approval or any Water Quality Certification.

**9.5 Indemnification.** BBC shall fully indemnify, defend, and hold Surface Owner, its director, managers, employees and agents harmless from and against any and all claims, demands, damages, damages to natural resources such as soil, water, vegetation, and wildlife, response costs, remedial costs, cleanup costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:

(a) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by BBC, its contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, during the term of this Easement or during any time when BBC occupies or occupied the Property.

(b) The release or threatened release of any Hazardous Substance in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use

- (1) Any act or omission of BBC, its sub-lessees, contractors, agents, employees, guests, invitees, or affiliates; or,
  - (2) Any reasonably foreseeable act or omission of a third party unless BBC exercised the utmost care with respect to the reasonably foreseeable acts or omissions of the third party and the reasonably foreseeable consequences of those acts or omissions: or
- (c) A breach of the obligations of Subsection 9.3, above, by BBC, its sub-lessees, contractors, agents, employees, guests, invitees, or affiliates.

**9.6 Cleanup.** If a release of Hazardous Substances occurs in, on, under, or above the Burdened Property or other Surface Owner-owned property arising out of any action, inaction, or event described or referred to in Subsection 9.5 above, BBC shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, resource restoration, mitigation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. BBC's obligation to undertake a cleanup of the Burdened Property under this Subsection 9.6 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable Federal, State and Local regulatory cleanup standards, or where it is determined that there will be continuing damages to natural resources in the absence of a cleanup action. BBC shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims arising out of any action, inaction, or event described or referred to in Subsection 9.5, above. BBC may take reasonable and appropriate actions without advance approval in emergency situations.

**9.7 Sampling by Surface Owner, Reimbursement, and Split Samples.**

(a) Surface Owner may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Burdened Property at any time to determine the existence, scope, or effects of Hazardous Substances on the Burdened Property, any adjoining property, any other property subject to use by BBC in conjunction with its use of the Burdened Property, or any natural resources. If such Tests indicate the existence, release or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 9.5, above, BBC shall promptly reimburse BBC for all costs associated with such Tests.

(b) Surface Owner's ability to seek reimbursement for any Tests under this Subsection shall be conditioned upon Surface Owner providing BBC written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation in which case Surface Owner shall only be required to give such notice as is reasonably practical.

(c) BBC shall be entitled to split samples of any Test samples obtained by Surface Owner. The additional cost of any split samples shall be borne solely by BBC. Any additional costs Surface Owner incurred by virtue of BBC's split sampling shall be reimbursed to Surface Owner within thirty (30) calendar days after a bill for such costs is sent to BBC.

**9.8 Contamination Investigation.**

(a) If Surface Owner has reason to believe that a release or threatened release of Hazardous Substances has occurred on the Burdened Property during BBC's occupancy, Surface Owner may require BBC to conduct a Closeout Environmental Assessment

Hazardous Substances that may have migrated to other property, Surface Owner may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjoining property, any other property subject to use by BBC in conjunction with its use of the Burdened Property, or on any associated natural resources. The Closeout Assessment may include Sediment Sampling as well as any additional testing requirements Surface Owner may require based on changes in scientific, statutory, or regulatory standards for information concerning the activities of BBC, its contractors, agents, employees, guests, invitees, or affiliates.

(b) Prior to undertaking the Closeout Assessment, BBC shall submit a proposed plan in writing for Surface Owner's approval. The plan shall be provided to Surface Owner within thirty (30) days of Surface Owner's notice requiring the Closeout Assessment. If Surface Owner fails to respond in writing, either approving or disapproving of the proposed plan, within thirty (30) days of its receipt, the proposed plan shall be deemed approved. BBC shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.

**9.9 Reservation of Rights.** The Parties have agreed to allocate certain environmental liabilities by the terms of Section 9. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 9.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental liabilities not covered by Subsection 9.5, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property or any other property subject to use by BBC in conjunction with its use of the Burdened Property that either Party may have against the other under federal, state or local laws, including but not limited to, CERCLA, MTCA, and the common law. No right, claim, immunity, or defense either party may have against third parties is affected by this Easement and the Parties expressly reserve all such rights, claims, immunities, and defenses. The allocations of risks, liabilities, and responsibilities set forth above do not release BBC from or affect BBC's liability for claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

**9.10 Impacts to Wildlife.** BBC, its employees, contractors, successors and assigns shall make reasonable and good faith efforts to protect any legally protected wildlife to the best of their knowledge and ability. BBC shall report to Surface Owner any harm, threats to harm or harass any legally protected wildlife should BBC become aware of such harm or threats to harm or harass legally protected wildlife in the ordinary course of its operations on the Burdened Property.

## **SECTION 10 PRESERVATION OF SURVEY CORNERS**

BBC shall exercise reasonable care to ensure that all legal land subdivision survey corners and witness objects are preserved. If any survey corners or witness objects are destroyed or disturbed by BBC, BBC shall reestablish them by a registered professional engineer or licensed land surveyor in accordance with US General Land Office standards, at BBC's own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in the process of construction of improvements and trade fixtures must be adequately referenced and/or replaced in accordance with all applicable laws and regulations in force at the time. The references must be approved by Surface Owner prior to removal of the survey corners and/or witness objects.

## **SECTION 11 TERMINATION OF EASEMENT**

**11.1 Termination for Cause.** This Easement shall terminate if BBC receives notice from

liability for damage prior to such termination. In addition to terminating this Easement, Surface Owner shall have any other remedy available to it. Surface Owner's failure to exercise its right to terminate at any time shall not waive Surface Owner's right to terminate for any future breach.

**11.2 Termination for Non-Use.**

(a) BBC shall submit to Surface Owner a summary report of BBC's use of the Easement within thirty (30) days of the first anniversary of this Agreement, and an annual report thereafter, along with a fee of One Hundred Dollars (\$100) for Surface Owner's administration of this Easement; Surface Owner reserves the right to recoup from BBC additional reasonable administrative costs if Surface Owner's costs are significantly in excess of One Hundred Dollars (\$100).

(b) Any portion of the Easement that is determined to be unused or abandoned pursuant to this paragraph shall terminate. BBC shall upon request of Surface Owner execute a release of interest in the portion abandoned under the provisions of this Section. Under the non-use clause, BBC shall be responsible for surface reclamation and restoration of the Burdened Property in accordance with Section 12 of this Agreement. Any portion of this Easement that is so described by the following conditions shall be deemed to be unused and abandoned:

(1) Within 365 days of the date of execution of this Agreement, BBC fails to commence construction and installation of the infrastructure authorized under this Easement, unless otherwise waived by Surface Owner in writing;

(2) Within two (2) years of the date of execution of this Agreement, BBC does not obtain production of oil or gas from BBC's oil and gas interests which relate to the Burdened Property, unless otherwise waived by Surface Owner in writing; or

(3) If after establishing production, BBC suspends production or operations for the drilling or reworking of a well on BBC's oil and gas interests for a period longer than thirty-six (36) consecutive months, unless otherwise waived by Surface Owner in writing

**11.3 Voluntary Termination.** This Easement may also terminate as to all or part of the Burdened Property if BBC has satisfied its outstanding obligations as to the part to be relinquished, provides Surface Owner with sixty (60) days written notice of its intent to terminate, and executes a release of interest to the portion terminated in recordable form. BBC shall not be entitled to a refund for any relinquishment.

**11.4 BBC's Obligations.** BBC obligations not fully performed upon termination shall continue until fully performed.

**SECTION 12. RECLAMATION**

**12.1 Timing.** As soon as practicable, following the construction of improvements and trade fixtures, or termination of the Easement, all disturbed land, other than access road driving surfaces for those portions of the Easement not terminated, will be recontoured to the approximate natural contours.

**12.2 Soil.** During construction of, access roads, and pipelines, any and all topsoil moved or removed will be stockpiled and preserved for present and future project area restoration. Soil from the right of way shall not enter any live stream or open water.

- 12.4 Unauthorized Travel.** In consultation with Surface Owner, BBC will undertake reasonable measures, including the placement of signage, cattle guards, trenches, barrier rock or other obstacles, to restrict unauthorized motorized travel, including that of third parties, on or across the Burdened Property. If such measures are not effective in controlling unauthorized motorized travel, BBC will consult with Surface Owner on additional measures that may be required to restrict such unauthorized motorized travel on the Burdened Property.
- 12.5 Failure to Reclaim.** Surface Owner shall have the right, subject to at least sixty (60) days prior notice and a right to cure, to use funds from BBC's surety bond to complete reclamation or restoration if BBC fails to do so.

### **SECTION 13 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, TRADE FIXTURES, AND EQUIPMENT**

- 13.1 Improvements.** No BBC -Owned improvements, other than appurtenances for the rights herein granted, shall be placed on the Burdened Property without Surface Owner's prior written consent.
- 13.2 Ownership of Improvements and Trade Fixtures.** Except as provided herein, BBC shall retain ownership of all improvements and trade fixtures it may place on the Burdened Property (collectively "BBC Owned Improvements"). BBC-Owned Improvements shall not include any construction, reconstruction, alteration, or addition to any Unauthorized Improvements as defined in Subsection 13.5 below.
- 13.3 Construction.** Issuance of this Easement shall constitute authorization to undertake the initial construction work specified in that agreement without the need for further notice. Subsequent alterations, significant repairs, or new construction shall require advance notice to Surface Owner as contemplated in Section 5.
- 13.4 Removal.** BBC-Owned improvements and trade fixtures that have been installed above or below ground shall be removed by BBC by the Termination Date unless Surface Owner notifies BBC in writing that such may remain. If Surface Owner elects to have such above ground improvements remain on the Burdened Property after the Termination Date, they shall become the property of Surface Owner without payment by Surface Owner. If BBC wishes to leave improvements on the Burdened Property upon expiration of the Easement, BBC shall notify Surface Owner of such intent at least one hundred eighty (180) days before the Termination Date. Surface Owner shall then have ninety (90) days in which to notify BBC whether Surface Owner elects to have the improvements removed or to have them remain. Failure to notify BBC shall be deemed an election by Surface Owner for the improvements to be removed from the Burdened Property. If the improvements remain on the Burdened Property after the Termination Date without Surface Owner's actual or deemed consent, Surface Owner may remove them at BBC's expense. Surface Owner may require BBC to abandon improvements and/or trade fixtures, rather than remove them. Such abandonment shall be undertaken in accordance with a plan approved by Surface Owner. Abandonment of buried facilities should be performed in accordance with the appropriate regulations and any applicable permits. Should Surface Owner elect to allow any part of BBC's improvements or trade fixtures to remain affixed to the Burdened Property, BBC shall make a diligent and good-faith effort to clean the improvements or trade fixtures using the best industry practices and technologies available at the time, as directed by Surface Owner, in order to minimize as much as reasonably practical, environmental contaminants left on or in the Burdened Property.
- 13.5 Unauthorized Improvements.** Improvements made on the Burdened Property without

Surface Owner may remove the Unauthorized Improvements and charge BBC for the cost of removal and disposal.

#### SECTION 14 INDEMNITY

BBC agrees to protect, indemnify, save and hold harmless Surface Owner, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of BBC under this Agreement, except where such injury, death, or damage has resulted from the sole negligence of Surface Owner without negligence or willful act on the part of BBC, its agents, employees, or subcontractors. BBC shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but Surface Owner shall have the right, at its option, to participate in the defense incidental thereto without relieving BBC of any obligation hereunder. BBC's liability to Surface Owner for hazardous substances, and its obligation to indemnify, defend, and hold Surface Owner harmless for hazardous substances, shall be governed exclusively by Section 9.

#### SECTION 15 FINANCIAL SECURITY

**15.1 Bonding.** At its own expense, BBC shall procure and maintain a non-cancellable corporate surety bond or provide other financial security satisfactory to Surface Owner (the "Bond") in an amount equal to One Million Five Hundred Seventy Seven Thousand Dollars (\$1,577,000.00), said amount equivalent to One-Hundred and Fifty (150%) of the estimated construction costs of the authorized improvements less materials, said estimated costs represented by BBC, to be placed on or in the Burdened Property, which shall secure BBC's full performance of its obligations under this Agreement. The amount of this bond shall not be deemed to limit any liability of BBC. The Bond shall be in a form and issued by a surety company acceptable to Surface Owner. BBC shall maintain the Bond so long as it uses the Easement. The Bond shall be in effect even if BBC has conveyed all or part of the easement interest to a sublessee, assignee, or subsequent operator until BBC fully satisfies its obligations, or until the Bond is replaced with a new bond posted by the sublessee assignee or subsequent operator. Said Bond at the date of execution of this Agreement is issued by Fidelity and Deposit Company of Maryland and is identified as Bond Number LPM8986634 (see Exhibit G).

**15.2 Bond Increase.** BBC agrees that, for the causes stipulated below, at any time during the term of this Easement, Surface Owner may require that the amount of an existing Bond be increased in a sum described below, said Bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto.

(a) **Inflation.** Surface Owner has the option of requiring the value of the Bond to be adjusted to compensate for inflationary pressures on the dollar. The amount of adjustment shall be determined through the use of the Bureau of Labor Statistics Western Region Urban Consumer Price Index ("Western Region CPI-U"). Said adjustments shall reference the year 2007 Western Region CPI-U, and shall be directly proportional to the percent change in Western Region CPI-U between the year 2007 and the year preceding the date of adjustment.

(b) **Additional Improvements.** Surface Owner has the option of requiring increases in the Bond value for additional improvements authorized under amendments to this Agreement, the increases to be in an amount equivalent to 150% of the estimated costs of construction of said improvements, less materials.

- 15.3 Default.** Upon any default by BBC in its obligations under this Easement, Surface Owner may collect on the Bond to offset the liability of BBC to Surface Owner, subject to the notice and right to cure provisions in Sections 11 and 12 herein. Collection on the Bond shall not relieve BBC of liability, shall not limit any of Surface Owner's other remedies, and shall not rein Surface Owner or cure the default or prevent termination of the Easement because of the default. Should the cost of BBC's obligations exceed the value of the Bond, BBC, it's successors and assigns, shall be liable for the costs over and above the bonded amount.

#### **SECTION 16 TAXES AND ASSESSMENTS**

BBC shall promptly pay all taxes, assessments and other governmental charges of any kind whatsoever levied as a result of this Easement or relating to BBC's improvements and trade fixtures constructed pursuant to this Easement.

#### **SECTION 17 ADVANCES BY SURFACE OWNER**

If Surface Owner advances or pays any costs or expenses for or on behalf of BBC, including, but not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of improvements and trade fixtures, or other amounts not paid when due, BBC shall reimburse Surface Owner the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month from the date Surface Owner notifies BBC of the advance or payment.

#### **SECTION 18 NOTICE**

Except as provided in Section 5 of this Agreement, any notices required or permitted under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

**Surface Owner**

Habitat Section

Utah Division of Wildlife Resources  
1594 West North Temple, Suite 2110  
Salt Lake City, Utah 84114-6301

Stan Bailey

801-538-4712

stanbailey@utah.gov

**AND**

Habitat Section

Utah Division of Wildlife Resources  
152 East 100 North, Suite 9  
Vernal, Utah 84078

Ben Williams

435-781-5357

**BBC**

Bill Barrett Corporation  
Attn: Huntington T. Walker  
Sr. Vice President - Land  
1099 18th Street, Suite 2300  
Denver, Colorado 80202

## SECTION 19 RESERVATIONS

Surface Owner, its successors and assigns, reserves all ownership of the Burdened Property and profits thereon, and the right of use for any and all purposes that do not unreasonably interfere with the rights granted herein, including the right to keep the Burdened Property open for public use for recreation; the right to remove profits from the Burdened Property; the right at all times to cross and recross the Burdened Property at any place on grade or otherwise; and the right to use the Easement for access to and from the lands owned by Surface Owner on both sides of the Easement. Surface Owner may grant to third parties any and all rights reserved. Once BBC clears or removes any vegetation on the Burdened Property as provided in this Agreement, vegetation that is subsequently grown in such cleared areas shall belong to Surface Owner.

## SECTION 20 CULTURAL RESOURCES

It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Burdened Property or adjacent lands belonging to Surface Owner are and shall remain the property of Surface Owner. BBC agrees that all costs associated with archeological and paleontological investigations on the Burdened Property that may be required by Surface Owner will be borne by BBC. BBC further agrees to cease all activity on the subject lands and immediately notify Surface Owner if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Burdened Property, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Surface Owner.

## SECTION 21 ASSIGNMENT

- 21.1 Consent of Surface Owner.** BBC shall not hypothecate, mortgage, assign, transfer or otherwise alienate this Easement, or any interest therein, without the prior written consent of Surface Owner, which shall not be unreasonably withheld. In no case shall such consent operate to relieve BBC of the responsibilities or liabilities assumed by BBC hereunder, or be given unless such party is acceptable to Surface Owner and assumes in writing all of the obligations of BBC under the terms of this Easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to conditions such as Surface Owner deems necessary. A sublease, conveyance, or assignment must be a sufficient legal instrument, properly executed and acknowledged, and should clearly set forth the easement lease contract number, lands involved, and the name and address of the assignee, and shall include any agreement which transfers control of the Easement to a third party. A copy of the documents subleasing, conveying, or assigning the interest shall be given to Surface Owner prior to Surface Owner's approval or denial of the assignment.
- 21.2 Assignee.** Any assignment shall be in keeping with the purposes of this Easement and may only be made to a party qualified to do business in the State of Utah, and which has authority to operate the said facilities, and which is not in default under the laws of the State of Utah relative to qualification to do business within the State, and is not in default on any previous obligation to Surface Owner.
- 21.3 Costs of Assignment.** A sublease, conveyance, or assignment may not be approved without reimbursement of Surface Owner's administrative costs associated with said sublease, conveyance, or assignment; and payment of the difference between what was originally paid for the permit, lease, or contract and what the division would charge for the permit, lease, or contract at the time the application for sublease, conveyance, or assignment is submitted.

**21.5 Non-Waiver.** The consent of Surface Owner to any one assignment shall not constitute a waiver of Surface Owner's right to consent to subsequent assignments, nor shall consent of Surface Owner to any one assignment relieve any party previously liable as BBC from any obligations under this Easement. The acceptance by Surface Owner of the payment of rent following an assignment shall not constitute consent to any assignment and Surface Owner's consent shall be evidenced only in writing.

#### **SECTION 22 SUCCESSORS AND ASSIGNS**

This Easement shall be binding upon and inure to the benefit of the parties, their successors and assigns and shall be a covenant running with the land.

#### **SECTION 23 TIME IS OF THE ESSENCE**

TIME IS OF THE ESSENCE as to each and every provision of this Easement.

#### **SECTION 24 RECORDATION**

BBC shall record this Agreement or a memorandum documenting the existence and legal description of this Agreement in the counties in which the Burdened Property is located, at BBC's sole expense. The memorandum shall, at a minimum, contain the Burdened Property description, the names of the parties to the Easement, Surface Owner's easement number, and the duration of the Easement. BBC shall provide Surface Owner a copy of the public recording, whether this Agreement or the memorandum serving notice of the existence of this Agreement. BBC shall have ninety (90) days from the date of delivery of the final executed Agreement to comply with the requirements of this Section.

#### **SECTION 25 APPLICABLE LAW AND VENUE**

This Agreement shall be interpreted and construed in accordance with and shall be subject to the laws of the State of Utah. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. BBC consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Agreement or as a result of operations carried on under this Agreement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to BBC at the last known address of BBC appearing in the records of Surface Owner. BBC agrees for itself and its successors and assigns that any suit brought by BBC, its successors or assigns concerning this Agreement may be maintained only in the Utah State District Court of Salt Lake County. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with the litigation, including any appeals.

#### **SECTION 26 MODIFICATIONS**

Any modification of this Agreement must be in writing and signed by the parties. Surface Owner or BBC shall not be bound by any oral representations of Surface Owner or BBC. If Surface Owner is the Utah Division of Wildlife Resources, authorized signatures may be provided by only the Director or the Director's designee.

#### **SECTION 27 SURVIVAL**

Any obligations, which are not fully performed upon termination of this Easement, shall not cease, but shall continue as obligations until fully performed.

#### **SECTION 28 WAIVERS**

**SECTION 29 WATER RIGHTS**

BBC shall not file an application to appropriate water from the surface or subsurface of Surface Owner's lands unless the application is approved by Surface Owner in writing and is filed in the name of the Surface Owner. All water structures, including impoundment, diversion and conveyance structures or works, used to impound, divert or convey water claimed solely under a Surface Owner water right shall be the property of Surface Owner.

**SECTION 30 INVALIDITY**

If any provision of this Agreement proves to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Agreement.

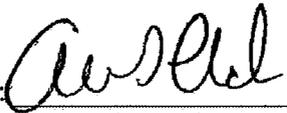
IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date of the last signature below.

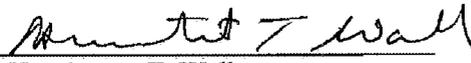
**SURFACE OWNER**

**STATE OF UTAH  
DEPARTMENT OF NATURAL  
RESOURCES, DIVISION OF WILDLIFE  
RESOURCES**

**LESSEE**

**BILL BARRETT CORPORATION**

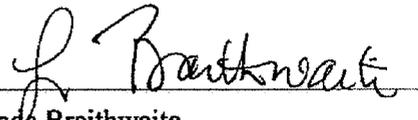
By:  **ACTING DIRECTOR**  
James Karpowitz  
Director of Wildlife Resources

By:   
Huntington T. Walker  
Sr. Vice President - Land  
Bill Barrett Corporation

Date: 4/4/10

Date: 3/27/2010

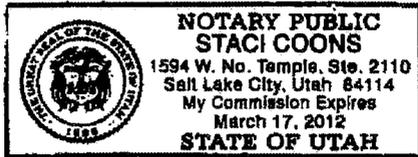
**Funding Approvals:  
Division of Wildlife Resources Fiscal  
Management**

By:   
Linda Braithwaite  
Budget Officer

Date: \_\_\_\_\_

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On this 4 day of April, 2010, personally appeared before me Acting Alan Clark ~~James Karpowitz~~, who being first duly sworn said that he is the Director of the Division of Wildlife Resources for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resource Code of Utah (23-21-1), and he acknowledged to me that he executed the same.



Staci Coons  
Notary Public for the State of Utah  
Residing at Salt Lake  
My commission expires 3/17/2012

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

On this 24th day of March, 2010, personally appeared before me Huntington T. Walker to me known to be the Sr. Vice President - Land of Bill Barrett Corporation and executed the within and foregoing instrument, and acknowledged that the execution of the document herein was his free and voluntary act and deed, for the uses and purposes therein mentioned, and gave an oath that he is authorized to execute the within instrument for said corporation.

Cynthia A. Sandell  
Notary Public for the State of Colorado  
Residing at 1099 18th Street #2300  
Denver, CO 80202  
My commission expires 8/8/12

**Exhibit A.1**

**Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #1-23-36 BTR**

**Legal Description of Wellsite #1-23-36 BTR**

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S42°06'07"W 626.24' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE S55°19'36"E 196.42'; THENCE S34°40'24"W 425.00'; THENCE N55°19'36"W 320.00'; THENCE N34°40'24"E 425.00'; THENCE S55°19'36"E 123.58' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

**Legal Description of Access Road Centerline for Wellsite #1-23-36 BTR**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 14, T3S, R6W, U.S.B.&M. WHICH BEARS N49°01'27"W 1148.16' FROM THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S41°04'30"E 350.58'; THENCE S37°53'54"E 124.73'; THENCE S13°53'12"E 127.39'; THENCE S18°48'51"E 61.21'; THENCE S34°52'44"E 206.96'; THENCE S20°49'18"E 43.13' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 14, WHICH BEARS S89°46'13"W 375.89' FROM THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S20°49'18"E 38.95'; THENCE S11°20'42"E 119.68'; THENCE S01°11'05"E 110.42'; THENCE S08°49'10"W 77.01'; THENCE S25°39'27"W 71.29'; THENCE S34°56'39"W 71.54' TO A POINT IN THE NE 1/4 NE 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S42°06'07"W 626.24' FROM THE NORTHEAST CORNER OF SAID SECTION 23. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.966 ACRES MORE OR LESS.

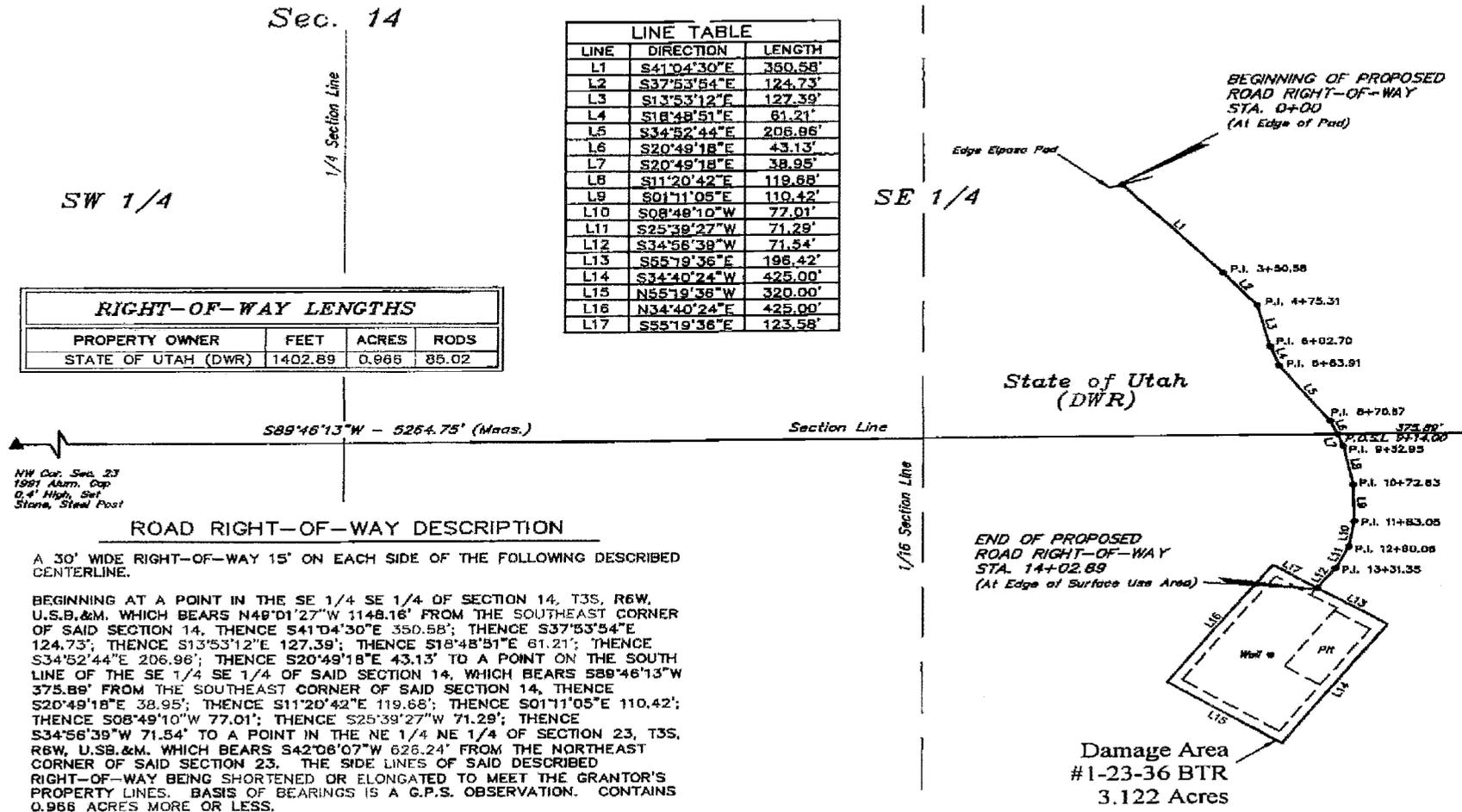
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**Legal Description of Pipeline Centerline for Wellsite #1-23-36 BTR**

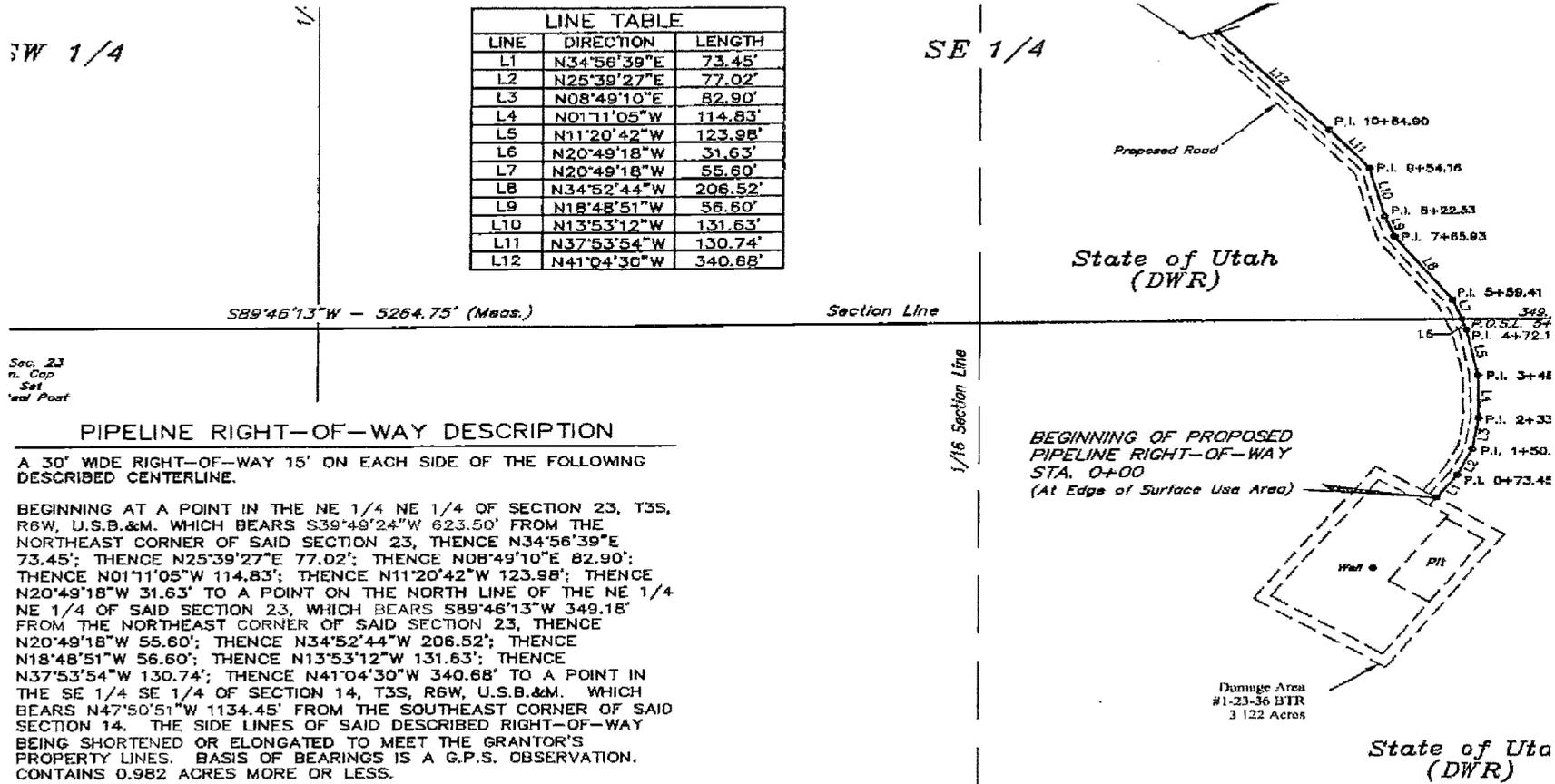
A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S39°49'24"W 623.50' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N34°56'39"E 73.45'; THENCE N25°39'27"E 77.02'; THENCE N08°49'10"E 82.90'; THENCE N01°11'05"W 114.83'; THENCE N11°20'42"W 123.98'; THENCE N20°49'18"W 31.63' TO A POINT ON THE NORTH LINE OF THE NE 1/4 NE 1/4 OF SAID SECTION 23, WHICH BEARS S89°46'13"W 349.18' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N20°49'18"W 55.60'; THENCE N34°52'44"W 206.52'; THENCE N18°48'51"W 56.60'; THENCE N13°53'12"W 131.63'; THENCE N37°53'54"W 130.74'; THENCE N41°04'30"W 340.68' TO A POINT IN THE SE 1/4 SE 1/4 OF SECTION 14, T3S, R6W, U.S.B.&M. WHICH BEARS N47°50'51"W 1134.45' FROM THE SOUTHEAST CORNER OF SAID SECTION 14. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.982 ACRES MORE OR LESS.

**Exhibit A.2**  
**Depiction of #1-23-36 BTR Wellsite and Access Road**



**Exhibit A.3**  
**Depiction of Pipeline for #1-23-36-BTR Wellsite**



**Exhibit B.1**

**Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #3-23-36 BTR**

**Legal Description of Wellsite #3-23-36 BTR**

BEGINNING AT A POINT IN THE NE 1/4 NW 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S80°39'28"W 2784.10' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N47°35'27"E 125.28'; THENCE S42°24'33"E 425.00'; THENCE S47°35'27"W 320.00'; THENCE N42°24'33"W 425.00'; THENCE N47°35'27"E 194.72' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

**Legal Description of Access Road Centerline for Wellsite #3-23-36 BTR**

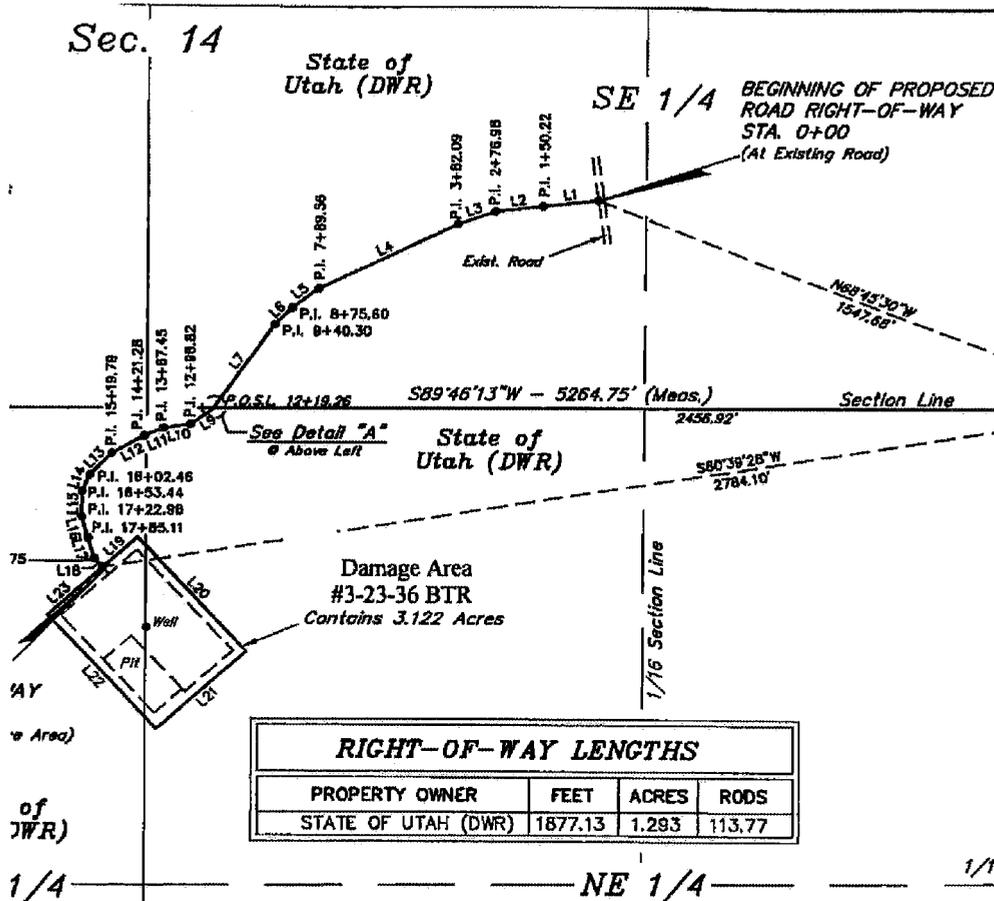
A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SE 1/4 OF SECTION 14, T3S, R6W, U.S.B.&M. WHICH BEARS N68°45'30"W 1547.68' FROM THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S83°16'28"W 150.22'; THENCE S83°20'09"W 126.76'; THENCE S70°26'41"W 105.11'; THENCE S64°31'39"W 407.47'; THENCE S52°12'29"W 86.04'; THENCE S45°07'04"W 64.70'; THENCE S34°37'50"W 278.96' TO A POINT ON THE SOUTH LINE OF THE SW 1/4 SE 1/4 OF SAID SECTION 14, WHICH BEARS S89°46'13"W 2456.92' FROM THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S34°37'50"W 5.74'; THENCE S54°11'08"W 71.82'; THENCE S81°34'55"W 70.63'; THENCE S67°38'50"W 53.83'; THENCE S60°33'04"W 98.51'; THENCE S44°00'45"W 82.67'; THENCE S24°36'11"W 50.98'; THENCE S00°10'32"W 69.52'; THENCE S15°26'16"E 62.15'; THENCE S16°15'00"E 58.64'; THENCE S42°35'38"E 33.38' TO A POINT IN THE NE 1/4 NW 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S80°39'28"W 2784.10' FROM THE NORTHEAST CORNER OF SAID SECTION 23. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.293 ACRES MORE OR LESS.

**Legal Description of Pipeline Centerline for Wellsite #3-23-36 BTR**

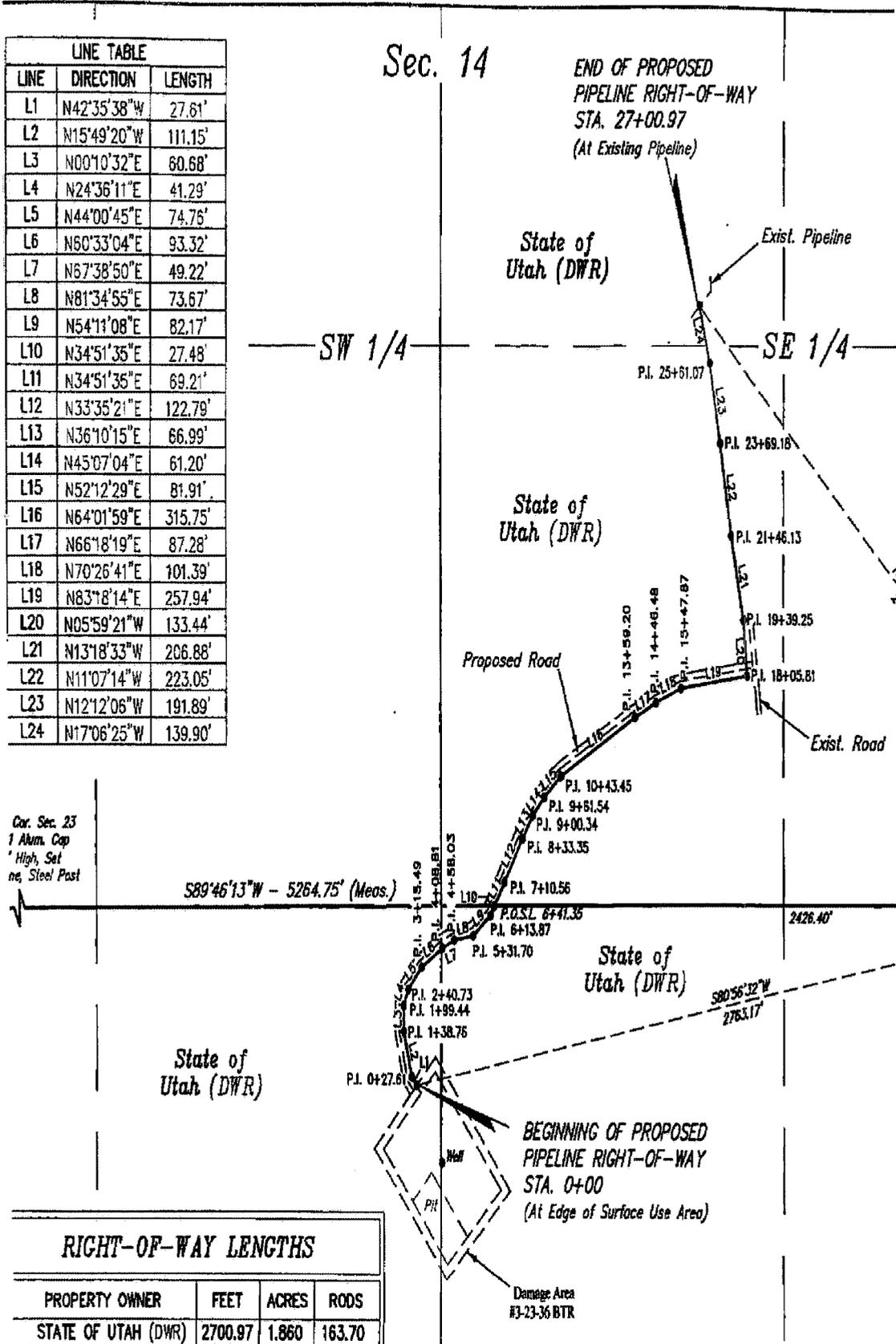
BEGINNING AT A POINT IN THE NE 1/4 NW 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S80°56'32"W 2763.17' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N42°35'38"W 27.61'; THENCE N15°49'20"W 111.15'; THENCE N00°10'32"E 60.68'; THENCE N24°36'11"E 41.29'; THENCE N44°00'45"E 74.76'; THENCE N60°33'04"E 93.32'; THENCE N67°38'50"E 49.22'; THENCE N81°34'55"E 73.67'; THENCE N54°11'08"E 82.17'; THENCE N34°51'35"E 27.48' TO A POINT ON THE NORTH LINE OF THE NW 1/4 NE 1/4 OF SAID SECTION 23, WHICH BEARS S89°46'13"W 2426.40' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N34°51'35"E 69.21'; THENCE N33°35'21"E 122.79'; THENCE N36°10'15"E 66.99'; THENCE N45°07'04"E 61.20'; THENCE N52°12'29"E 81.91'; THENCE N64°01'59"E 315.75'; THENCE N66°18'19"E 87.28'; THENCE N70°26'41"E 101.39'; THENCE N83°18'14"E 257.94'; THENCE N05°59'21"W 133.44'; THENCE N13°18'33"W 206.88'; THENCE N11°07'14"W 223.05'; THENCE N12°12'06"W 191.89'; THENCE N17°06'25"W 139.90' TO A POINT IN THE NW 1/4 SE 1/4 OF SECTION 14, T3S, R6W, U.S.B.&M. WHICH BEARS N49°22'58"W 2163.17' FROM THE SOUTHEAST CORNER OF SAID SECTION 14. THE SIDE LINES OF SAID

**Exhibit B.2**  
**Depiction of #3-23-36 BTR Wellsite and Access Road**



LINE	DIRECTION	LENGTH
L1	S83°16'28"W	150.22'
L2	S83°20'09"W	126.76'
L3	S70°26'41"W	105.11'
L4	S64°31'39"W	407.47'
L5	S52°12'29"W	86.04'
L6	S45°07'04"W	64.70'
L7	S34°37'50"W	278.96'
L8	S34°37'50"W	5.74'
L9	S54°11'08"W	71.82'
L10	S81°34'55"W	70.63'
L11	S67°38'50"W	53.83'
L12	S60°33'04"W	98.51'
L13	S44°00'45"W	82.67'
L14	S24°36'11"W	50.98'
L15	S00°10'32"W	69.52'
L16	S15°26'16"E	62.15'
L17	S16°15'00"E	58.64'
L18	S42°35'38"E	33.38'
L19	N47°35'27"E	125.28'
L20	S42°24'33"E	425.00'
L21	S47°35'27"W	320.00'

**Exhibit B.3**  
**Depiction of Pipeline for #3-23-36 BTR Wellsite**



**Exhibit C.1**

**Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #1-30-36 BTR**

**Legal Description of Wellsite #1-30-36 BTR**

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS S35°55'05"W 1317.15' FROM THE NORTHEAST CORNER OF SAID SECTION 30, THENCE N89°57'51"W 167.04'; THENCE N00°02'09"E 425.00'; THENCE S89°57'51"E 320.00'; THENCE S00°02'09"W 425.00'; THENCE N89°57'51"W 152.96' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

**Legal Description of Access Road Centerline for Wellsite #1-30-36 BTR**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

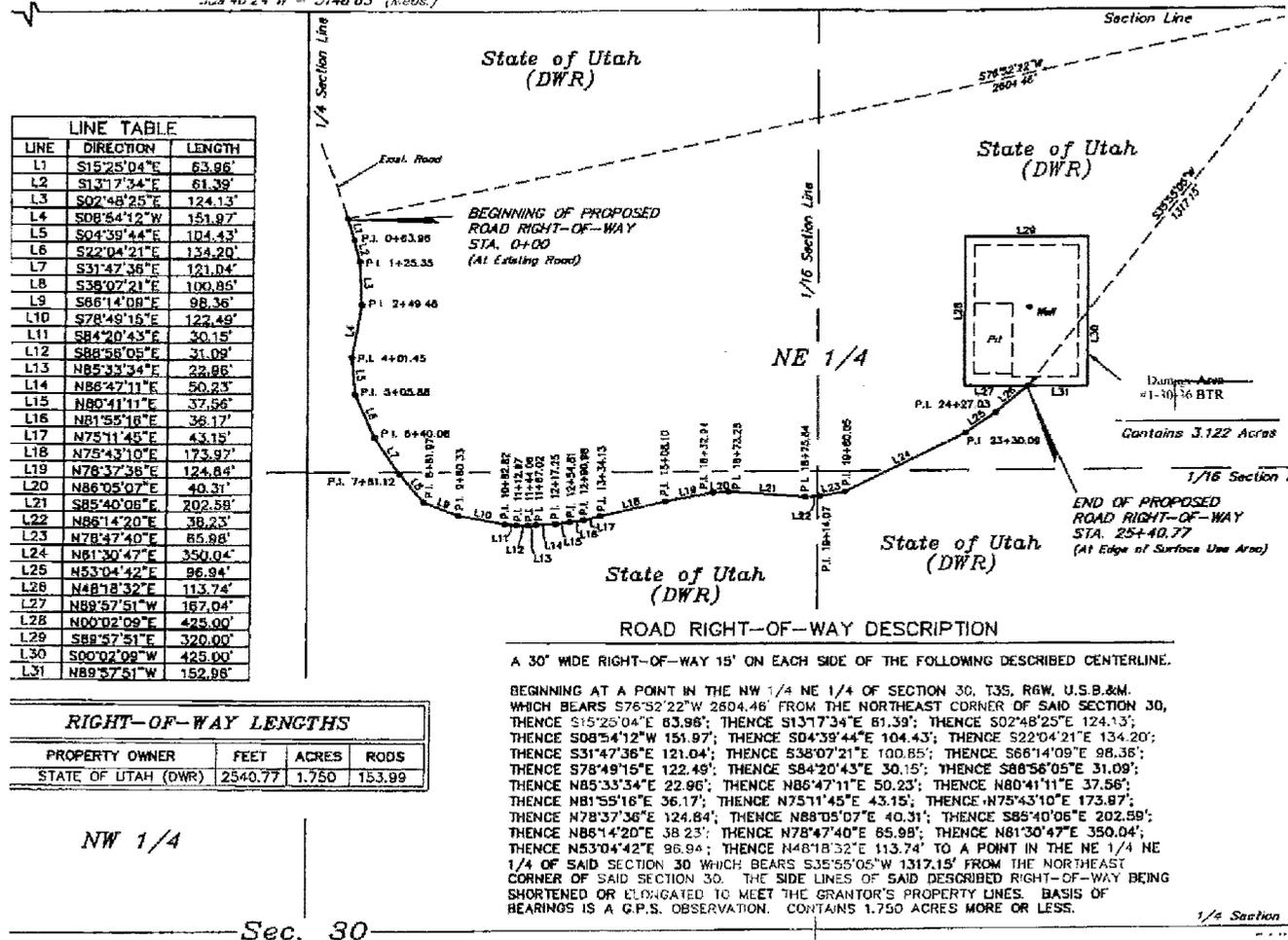
BEGINNING AT A POINT IN THE NW 1/4 NE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS S76°52'22"W 2604.46' FROM THE NORTHEAST CORNER OF SAID SECTION 30, THENCE S15°25'04"E 63.96'; THENCE S13°17'34"E 61.39'; THENCE S02°48'25"E 124.13'; THENCE S08°54'12"W 151.97'; THENCE S04°39'44"E 104.43'; THENCE S22°04'21"E 134.20'; THENCE S31°47'36"E 121.04'; THENCE S38°07'21"E 100.85'; THENCE S66°14'09"E 98.36'; THENCE S78°49'15"E 122.49'; THENCE S84°20'43"E 30.15'; THENCE S88°56'05"E 31.09'; THENCE N85°33'34"E 22.96'; THENCE N86°47'11"E 50.23'; THENCE N80°41'11"E 37.56'; THENCE N81°55'16"E 36.17'; THENCE N75°11'45"E 43.15'; THENCE N75°43'10"E 173.97'; THENCE N78°37'36"E 124.84'; THENCE N86°05'07"E 40.31'; THENCE S85°40'06"E 202.59'; THENCE N86°14'20"E 38.23'; THENCE N78°47'40"E 65.98'; THENCE N61°30'47"E 350.04'; THENCE N53°04'42"E 96.94'; THENCE N48°18'32"E 113.74' TO A POINT IN THE NE 1/4 NE 1/4 OF SAID SECTION 30 WHICH BEARS S35°55'05"W 1317.15' FROM THE NORTHEAST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.750 ACRES MORE OR LESS.

**Legal Description of Pipeline Centerline for Wellsite #1-30-36 BTR**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS S34°34'20"W 1295.50' FROM THE NORTHEAST CORNER OF SAID SECTION 30, THENCE S48°18'32"W 142.81'; THENCE S53°04'42"W 99.83'; THENCE S61°30'47"W 355.68'; THENCE S78°47'40"W 71.41'; THENCE S86°14'20"W 41.63'; THENCE N85°40'06"W 202.55'; THENCE S86°05'07"W 36.88'; THENCE S78°37'36"W 122.57'; THENCE S75°43'10"W 173.22'; THENCE S75°11'45"W 44.50'; THENCE S81°55'16"W 37.37'; THENCE S80°41'11"W 38.62'; THENCE S86°47'11"W 51.30'; THENCE S85°33'34"W 23.90'; THENCE N88°56'05"W 33.30'; THENCE N84°20'43"W 32.36'; THENCE N78°49'15"W 126.45'; THENCE N66°14'09"W 107.37'; THENCE N38°07'21"W 108.49'; THENCE N31°47'36"W 124.55'; THENCE N22°04'21"W 140.15'; THENCE N04°39'44"W 111.23'; THENCE N08°54'12"E 152.38'; THENCE N02°48'25"W 119.28'; THENCE N30°18'02"W 35.77' TO A POINT IN THE NW 1/4 NE 1/4 OF SAID SECTION 30 WHICH BEARS S74°56'31"W 2638.79' FROM THE NORTHEAST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.745 ACRES MORE OR LESS.

**Exhibit C.2**  
**Depiction of #1-30-36 BTR Wellsite and Access Road**



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S15°25'04"E	63.96'
L2	S13°17'34"E	61.39'
L3	S02°48'25"E	124.13'
L4	S08°54'12"W	151.97'
L5	S04°39'44"E	104.43'
L6	S22°04'21"E	134.20'
L7	S31°47'36"E	121.04'
L8	S38°07'21"E	100.85'
L9	S66°14'08"E	98.36'
L10	S78°49'15"E	122.49'
L11	S84°20'43"E	30.15'
L12	S88°56'05"E	31.09'
L13	N85°33'34"E	22.96'
L14	N86°47'11"E	50.23'
L15	N80°41'11"E	37.56'
L16	N81°55'16"E	36.17'
L17	N75°11'45"E	43.15'
L18	N75°43'10"E	173.92'
L19	N78°37'36"E	124.84'
L20	N86°05'07"E	40.31'
L21	S85°40'08"E	202.58'
L22	N86°14'20"E	38.23'
L23	N78°47'40"E	85.98'
L24	N81°30'47"E	350.04'
L25	N53°04'42"E	96.94'
L26	N48°18'32"E	113.74'
L27	N88°57'51"W	167.04'
L28	N00°02'09"E	425.00'
L29	S88°57'51"E	320.00'
L30	S00°02'09"W	425.00'
L31	N88°57'51"W	152.96'

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH (DWR)	2540.77	1.750	153.99

**ROAD RIGHT-OF-WAY DESCRIPTION**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

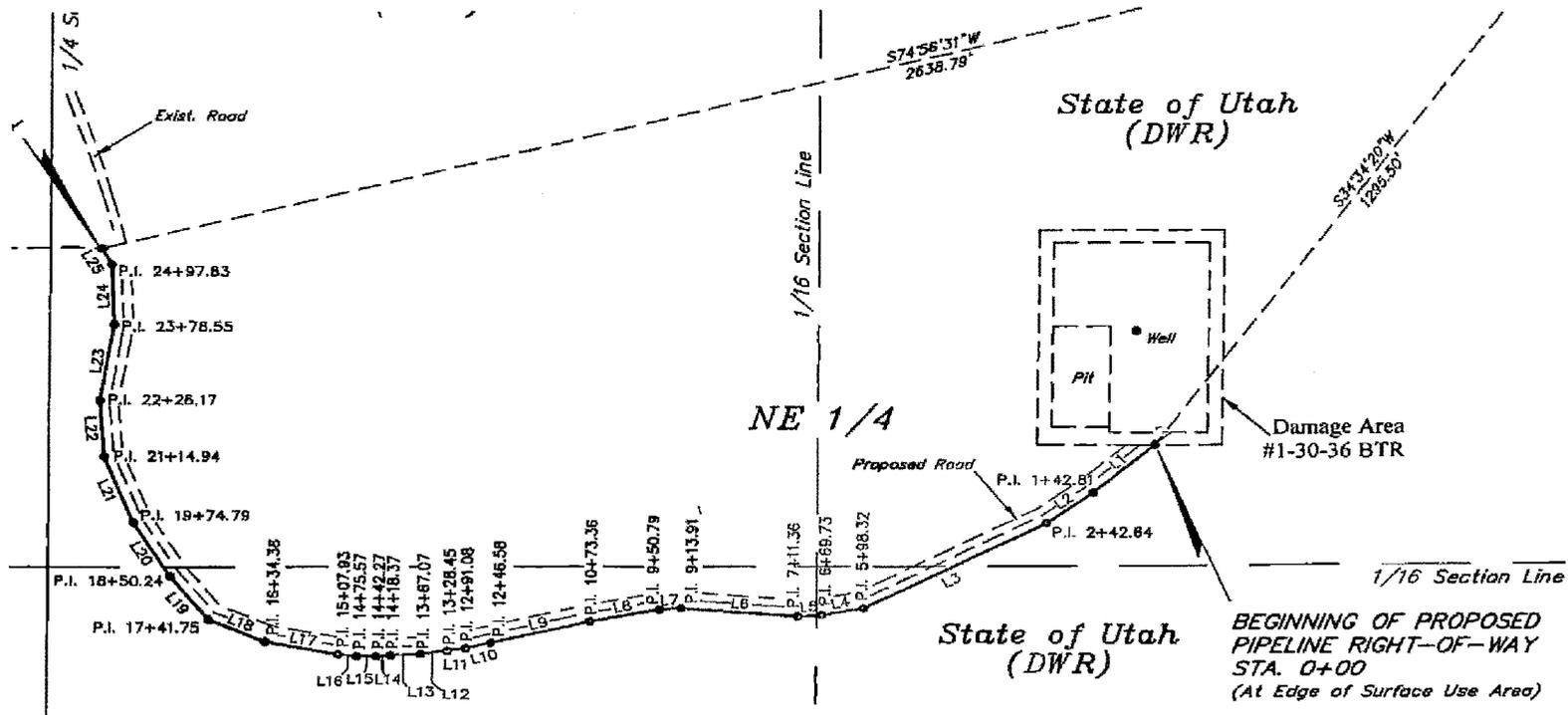
BEGINNING AT A POINT IN THE NW 1/4 NE 1/4 OF SECTION 30, T35S, R6W, U.S.B.&M. WHICH BEARS S76°32'22"W 2604.46' FROM THE NORTHEAST CORNER OF SAID SECTION 30, THENCE S15°25'04"E 63.96'; THENCE S13°17'34"E 61.39'; THENCE S02°48'25"E 124.13'; THENCE S08°54'12"W 151.97'; THENCE S04°39'44"E 104.43'; THENCE S22°04'21"E 134.20'; THENCE S31°47'36"E 121.04'; THENCE S38°07'21"E 100.85'; THENCE S66°14'08"E 98.36'; THENCE S78°49'15"E 122.49'; THENCE S84°20'43"E 30.15'; THENCE S88°56'05"E 31.09'; THENCE N85°33'34"E 22.96'; THENCE N86°47'11"E 50.23'; THENCE N80°41'11"E 37.56'; THENCE N81°55'16"E 36.17'; THENCE N75°11'45"E 43.15'; THENCE N75°43'10"E 173.92'; THENCE N78°37'36"E 124.84'; THENCE N86°05'07"E 40.31'; THENCE S85°40'08"E 202.58'; THENCE N86°14'20"E 38.23'; THENCE N78°47'40"E 85.98'; THENCE N81°30'47"E 350.04'; THENCE N53°04'42"E 96.94'; THENCE N48°18'32"E 113.74' TO A POINT IN THE NE 1/4 NE 1/4 OF SAID SECTION 30 WHICH BEARS S35°55'05"W 1317.15' FROM THE NORTHEAST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES, BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.750 ACRES MORE OR LESS.

NW 1/4

Sec. 30

1/16 Section

**Exhibit C.3**  
**Depiction of Pipeline for #1-30-36-BTR Wellsite**



LINE T/	
LINE	DIRECTI
L1	S48°18'3
L2	S53°04'4
L3	S61°30'4
L4	S78°47'4
L5	S86°14'2
L6	N85°40'0
L7	S86°05'0
L8	S78°37'3
L9	S75°43'1
L10	S75°11'4
L11	S81°55'1
L12	S80°41'1
L13	S86°47'1
L14	S85°33'3
L15	N88°56'0
L16	N84°20'4
L17	N78°49'1
L18	N66°14'0
L19	N38°07'2
L20	N31°47'3
L21	N22°04'2
L22	N04°39'4
L23	N08°54'1
L24	N02°48'2
L25	N30°18'0

**Exhibit D.1**

**Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #16-30-36 BTR**

**Legal Description Wellsite #16-30-36 BTR**

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N40°28'30"W 1234.99' FROM THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE S28°00'57"W 204.05'; THENCE N61°59'03"W 425.00'; THENCE N28°00'57"E 320.00'; THENCE S61°59'03"E 425.00'; THENCE S28°00'57"W 115.95' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

**Legal Description of Access Road Centerline for Wellsite #16-30-36 BTR**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

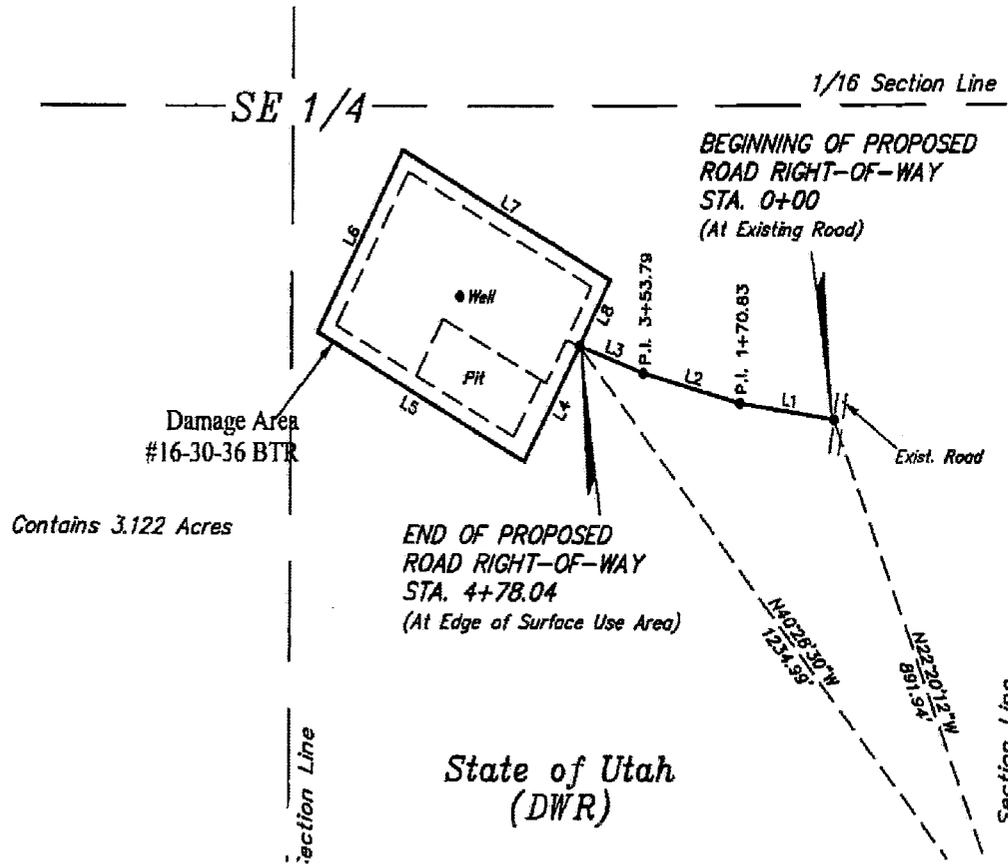
BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N22°20'12"W 891.94' FROM THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE N81°27'27"W 170.83'; THENCE N75°08'35"W 182.96'; THENCE N70°10'35"W 124.25' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 30 WHICH BEARS N40°28'30"W 1234.99' FROM THE SOUTHEAST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.329 ACRES MORE OR LESS.

**Legal Description of Pipeline Centerline for Wellsite #16-30-36 BTR**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N39°23'35"W 1244.47' FROM THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE S70°10'35"E 119.57'; THENCE S75°08'35"E 180.50'; THENCE S81°27'27"E 210.42' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 30 WHICH BEARS N19°15'35"W 893.59' FROM THE SOUTHEAST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.352 ACRES MORE OR LESS.

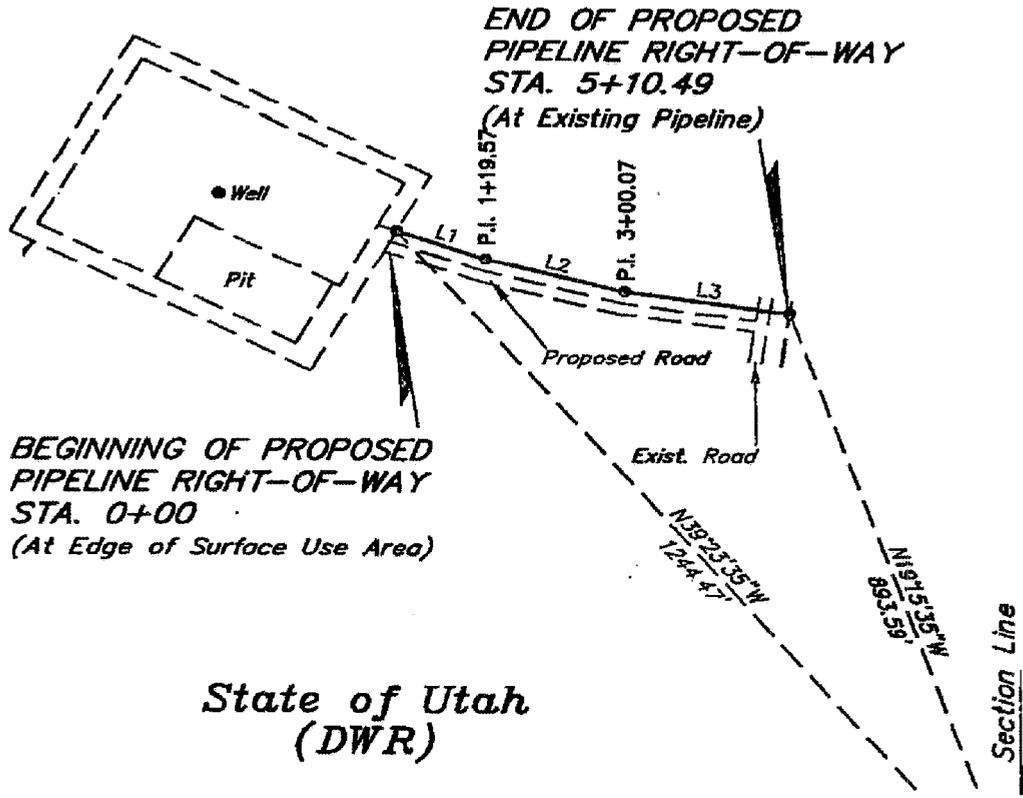
**Exhibit D.2**  
**Depiction of #16-30-36 BTR Wellsite and Access Road**



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N81°27'27\"W	170.83'
L2	N75°08'35\"W	182.96'
L3	N70°10'35\"W	124.25'
L4	S28°00'57\"W	204.05'
L5	N61°59'03\"W	425.00'
L6	N28°00'57\"E	320.00'
L7	S61°59'03\"E	425.00'
L8	S28°00'57\"W	115.95'

RIGHT-OF-WAY LENGTHS		
PROPERTY OWNER	FEET	ACRES
STATE OF UTAH (DWR)	478.04	0.329

**Exhibit D.3**  
**Depiction of Pipeline for #16-30-36-BTR Wellsite**



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S70°10'35"E	119.57'
L2	S75°08'35"E	180.50'
L3	S81°27'27"E	210.42'

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH (DWR)	510.49	0.352	30.94

**Exhibit E.1**

**Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #16-16-36 BTR**

**Legal Description of Wellsite #16-16-36 BTR**

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N47°30'20"W 1438.27' FROM THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE N36°18'51"E 137.15'; THENCE S53°41'09"E 425.00'; THENCE S36°18'51"W 320.00'; THENCE N53°42'27"W 425.00'; THENCE N36°18'51"E 182.85' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

**Legal Description of Access Road Centerline for Wellsite #16-16-36 BTR**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

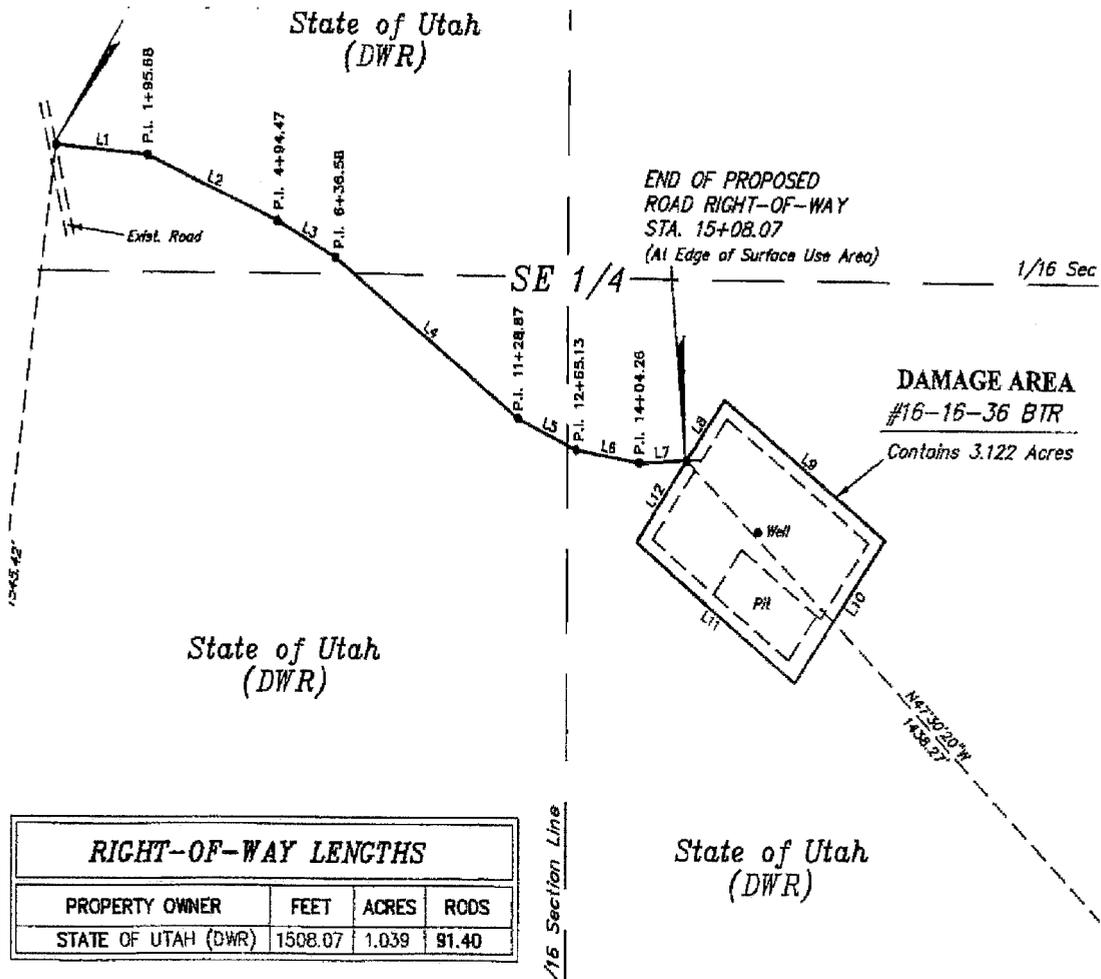
BEGINNING AT A POINT IN THE NW 1/4 SE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N08°02'07"E 1545.42' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 16, THENCE S85°00'48"E 195.68'; THENCE S67°24'59"E 298.79'; THENCE S62°18'44"E 142.11'; THENCE S54°26'28"E 492.29'; THENCE S66°14'04"E 136.26'; THENCE S80°38'21"E 139.13'; THENCE N87°01'45"E 103.81' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 16 WHICH BEARS N47°30'20"W 1438.27' FROM THE SOUTHEAST CORNER OF SAID SECTION 16. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.039 ACRES MORE OR LESS.

**Legal Description of Pipeline Centerline for Wellsite #16-16-36 BTR**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

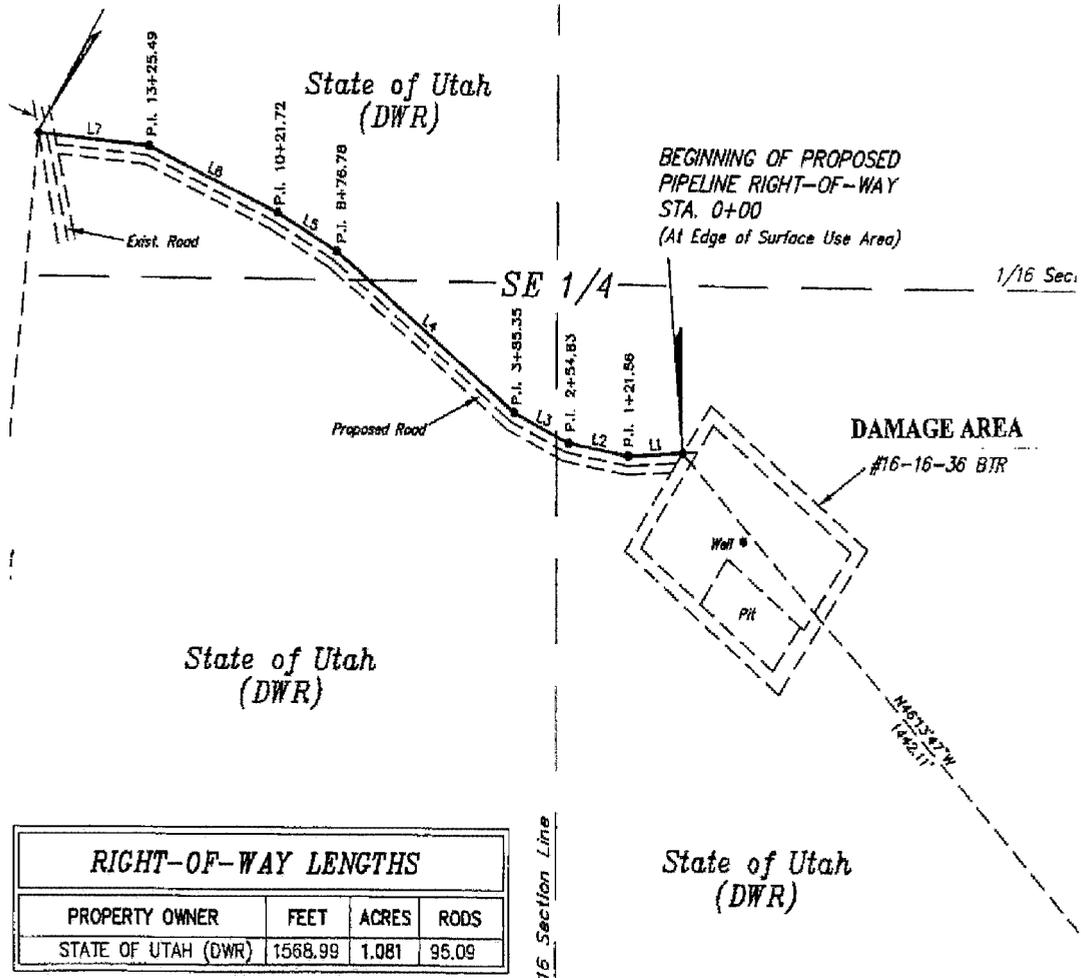
BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N46°13'47"W 1442.11' FROM THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE S87°01'45"W 121.56'; THENCE N80°38'21"W 133.27'; THENCE N66°14'04"W 130.52'; THENCE N54°26'28"W 491.43'; THENCE N62°18'44"W 144.94'; THENCE N67°24'59"W 303.77'; THENCE N84°59'08"W 243.50' TO A POINT IN THE NW 1/4 SE 1/4 OF SAID SECTION 16 WHICH BEARS N06°23'00"E 1568.82' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 16. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.081 ACRES MORE OR LESS.

**Exhibit E.2**  
**Depiction of #16-16-36 BTR Wellsite and Access Road**



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S85°00'48"E	195.68'
L2	S67°24'59"E	298.79'
L3	S62°18'44"E	142.11'
L4	S54°26'28"E	492.29'
L5	S66°14'04"E	136.26'
L6	S80°38'21"E	139.13'
L7	N87°01'45"E	103.81'
L8	N36°18'51"E	137.15'
L9	S53°41'09"E	425.00'
L10	S36°18'51"W	320.00'
L11	N53°42'27"W	425.00'
L12	N36°18'51"E	182.85'

**Exhibit E.3  
Depiction of Pipeline for #16-16-36-BTR Wellsite**



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH (DWR)	1568.99	1.081	95.09

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S87°01'45"W	121.56'
L2	N80°38'21"W	133.27'
L3	N66°14'04"W	130.52'
L4	N54°26'28"W	491.43'
L5	N62°18'44"W	144.94'
L6	N67°24'59"W	303.77'
L7	N84°59'08"W	243.50'

**Exhibit F**  
**Surface Use Plan**  
**Bill Barrett Corporation**  
**2009 – 2010-Development Program**

**Rabbit Gulch Unit of Tabby Mountain WMA Area**  
**Duchesne County, Utah**

**Existing Roads:**

THE RABBIT GULCH AREA IS LOCATED APPROXIMATELY 9 MILES SOUTHWEST OF DUCHESNE, UTAH IS LOCATED IN TOWNSHIP 3 SOUTH, RANGE 6. THE SPECIFIC LOCATION OF A PARTICULAR WELL PAD WILL BE SHOWN ON MAPS AND DESCRIBED IN THE SITE SPECIFIC APD.

The use of county roads under County Road Department maintenance is necessary to access the area.

**Planned Access Roads:**

Descriptions of the individual access road(s) will be included in the site specific APD and ROW application.

SURFACE DISTURBANCE AND VEHICULAR TRAFFIC WILL BE LIMITED TO THE APPROVED LOCATION AND APPROVED ACCESS ROUTE. ANY ADDITIONAL AREA NEEDED WILL BE APPROVED IN ADVANCE WITH THE UDWR.

**Location of Tank Batteries, Production Facilities, and Production Gathering And Service Lines:**

The following guidelines will apply if the well is productive:

All permanent (on site for six months or longer) structures constructed or installed will conform to DOGM standards. All facilities will be painted within six months of installation.

A containment dike will be constructed completely around production facilities which contain fluids (i.e., production tanks, produced water tanks). This dike will be constructed of compacted subsoil, be impervious, and hold a minimum of 110% of the capacity of the largest tank. Topsoil will not be used for the construction of dike(s).

A description of the proposed pipeline and a map illustrating the proposed route will be submitted with the well site specific APD.

**Location and Type of Water Supply**

The Duchesne City Culinary Water Dock located in section 1, T4S-R5W will be used for water supply for drilling and completion operations. Additional water supply sources will be addressed in the site specific APD, indicating the location and type of water supply.

**Source of Construction Materials:**

All construction materials for this location site and access road shall be borrowed (local) material accumulated during construction of the location site and access road. No construction materials will be removed from UDWR lands. If any gravel is used, it will be obtained from an approved gravel pit.

**Exhibit F (cont'd)**  
**Surface Use Plan**  
**Bill Barrett Corporation**  
**2009 – 2010-Development Program**

**Rabbit Gulch Unit of Tabby Mountain WMA Area**  
**Duchesne County, Utah**

**Existing Roads:**

THE RABBIT GULCH AREA IS LOCATED APPROXIMATELY 9 MILES SOUTHWEST OF DUCHESNE, UTAH IS LOCATED IN TOWNSHIP 3 SOUTH, RANGE 6. THE SPECIFIC LOCATION OF A PARTICULAR WELL PAD WILL BE SHOWN ON MAPS AND DESCRIBED IN THE SITE SPECIFIC APD.

The use of county roads under County Road Department maintenance is necessary to access the area.

**Planned Access Roads:**

Descriptions of the individual access road(s) will be included in the site specific APD and ROW application.

SURFACE DISTURBANCE AND VEHICULAR TRAFFIC WILL BE LIMITED TO THE APPROVED LOCATION AND APPROVED ACCESS ROUTE. ANY ADDITIONAL AREA NEEDED WILL BE APPROVED IN ADVANCE WITH THE UDWR.

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A description of the proposed pipeline and a map illustrating the proposed route will be submitted with the well site specific APD.

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**Exhibit F (cont'd)**  
**Surface Use Plan**  
**Bill Barrett Corporation**  
**2009 – 2010-Development Program**

**Plans for Restoration of the Surface:**

The dirt contractor will be provided with an approved copy of the surface use plan and these Standard Operating Procedures prior to commencing construction activities.

Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, materials, trash, and debris not required for production. All reclamation standards will be developed between Bill Barrett Corporation (BBC) and UDWR. Abandoned well sites, roads, and other disturbed areas will be restored as near as practical to their original condition. Where applicable, these conditions may include the re-establishment of irrigation systems, the re-establishment of appropriate soil conditions, and the re-establishment of vegetation as specified.

All disturbed areas will be recontoured to the approximate natural contours.

Any drainage rerouted during the construction activities shall be restored as near as possible to its original line of flow.

Prior to backfilling the reserve pit, the fence surrounding the reserve pit will be removed. The pit liner will be cut off at the water or mud line and disposed of at an approved landfill site. The remaining liner will be torn and perforated after the pit dries and prior to backfilling the reserve pit.

Before any dirt work associated with reserve pit restoration takes place, the reserve pit shall be as dry as possible. All debris in it will be removed. Other waste and spoil materials will be disposed of immediately upon completion of operations. The reserve pit will be reclaimed within 180 days from the date of well completion, weather permitting, unless it is determined that this location will be utilized to drill additional wells within 1 year of completing operations.

After the reserve pit has been reclaimed, diversion ditches and water bars will be used to divert precipitation runoff/runoff as appropriate.

Prior to the construction of the location, the top 6 inches or maximum available topsoil material will be stripped and stockpiled. Placement of the topsoil will be noted on the location plat attached to the site specific APD. Topsoil shall be stockpiled separately from subsoil materials. Topsoil salvaged from the reserve pit shall be stockpiled separately near the reserve pit. When all drilling and completion activities have been completed, the unused portion of the location (area outside the deadmen) will be recontoured and the stockpiled topsoil spread over the area.

If topsoil must be stored for more than one year:

It shall be windrowed on the uphill side of the location to prevent any possible contamination. All topsoil will be stockpiled for reclamation in such a way as to prevent soil loss and contamination.

It shall be broadcast seeded with the prescribed seed mixture immediately after windrowing. Seed will be drilled on the contour to an appropriate depth and the stockpile then "walked" with a dozer to cover the seed and roughen the soil to prevent erosion.

Mulching may be considered to enhance the re-establishment of desired native plant communities. If straw or hay mulch is used, the straw and hay must be certified to be weed-free and the documentation submitted prior to usage.

**Exhibit F (cont'd)**  
**Surface Use Plan**  
**Bill Barrett Corporation**  
**2009 – 2010-Development Program**

When restoration activities have been completed, the location site and new access road cuts and shoulders shall be reseeded. Prior to reseeded, all disturbed areas, including the old access road will be scarified and left with a rough surface.

UDWR shall be contacted for the required seed mixture. Seed will be drilled on the contour to an appropriate depth. If broadcast seeded, the amount of seed mixture per acre will be doubled, and a harrow or some other implement will be dragged over the seeded area to assure coverage of the seeds.

At final abandonment, BBC will follow UT-DOGM standards for final well abandonment.

**Other Information:**

The operator is fully responsible for the actions of its subcontractors. A copy of these conditions will be furnished to the BBC field representative to ensure compliance.

The operator will control noxious weeds along applied access road authorizations, pipeline route authorizations, well sites or other applicable facilities

Wells drilled during the fire season (June – October) all appropriate precautions shall be instituted to ensure that fire hazard is minimized, including, but not limited to, controlling vegetation and keeping fire fighting equipment readily available during all drilling and completion operations.

Drilling rigs and/or equipment used during drilling operations on locations will not be stacked or stored on UDWR administered lands after the conclusion of drilling operations or at any other time without permission by the UDWR. If UDWR permission is obtained, such storage will only be temporary measure.

Travel will be restricted to approved travel routes.

**Bill Barrett Corporation and UDWR Contacts:**

**BBC REPRESENTATIVES:**

DON HAMILTON, REGULATORY AND PERMITTING; PHONE: (435) 719-2018

**UDWR REPRESENTATIVES:**

BEN WILLIAMS, UDWR, WILDLIFE RESOURCES; PHONE: (435) 781-5357  
BILL JAMES, UDWR, WILDLIFE RESOURCES, MANAGER; PHONE: (801) 538-4745

Exhibit G  
Reclamation Bond Number LPM8986634

Bond Number LPM8986634

Easement Permit Bond

KNOW ALL MEN BY THESE PRESENTS, That We Bill Barrett Corporation  
of Denver, CO

hereinafter referred to as the Principal, and Fidelity and Deposit Company of Maryland  
a corporation organized and existing under the laws of the State of Maryland

and authorized to do business in the State of Utah as Surety, are held and firmly  
bound unto State of Utah, Department of Natural Resources, Division of Wildlife  
Resources, 1594 W. North Temple, Ste 2110, SLC, UT

herein after referred to as Obligor, in the sum of One Million Five Hundred Seventy Seven Thousand  
and no/100 Dollars (\$1,577,000.00) lawful money of the United States of America  
to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators,  
successors and assigns, firmly by these presents.

WHEREAS, the Principal has applied for a license or permit for DUC 0910 EA 054 for the following well  
sites: 1-23-36 BTR, 3-23-36 BTR, 1-30-36 BTR, 16-30-36 BTR, and 16-16-36 BTR  
and their supporting roads and pipelines for the term beginning the 25th of January 2010 and ending the 25th of  
January 2011 to cover the term of said License or Permit.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of this lease according to the  
requirements of the ordinance of said Obligee and protect  
said Obligee from any damage as hereinbefore stated, then  
this obligation shall be null and void; otherwise to remain in full force and effect.

THIS BOND WILL continue in force until January 25, 2011 and will continue with a Continuation  
Certificate signed by Principal and Surety.

SIGNED, SEALED and DATED this 25th day of January 2010

Bill Barrett Corporation

Principal

By: Huntington T. Walker  
**Huntington T. Walker**

**Sr. Vice President - Land**  
Fidelity and Deposit Company of Maryland

Surety

By: Emily R. Terhune  
Emily R. Terhune, Attorney-in-Fact



Exhibit G (cont'd)  
Reclamation Bond Number LPM8986634

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Desiree E. WESTMORELAND, Kathleen A. SNYDER and Emily R. TERHUNE, all of Wichita, Kansas, EACH his true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as aforesaid, and in its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of their mission shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Erica M. PLUMMER, Desiree E. WESTMORELAND, Kathleen A. SNYDER, dated June 19, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 9th day of March, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



*Gregory E. Murray*

By: *David S. Hewett*

Gregory E. Murray Assistant Secretary      David S. Hewett Vice President

State of Maryland }  
City of Baltimore } ss:

On this 9th day of March, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn Notary Public  
My Commission Expires: July 14, 2011

**Exhibit F (cont'd)**  
**Surface Use Plan**  
**Bill Barrett Corporation**  
**2009 – 2010-Development Program**

**Methods of Handling Waste Materials:**

DRILL CUTTINGS WILL BE CONTAINED AND BURIED IN THE RESERVE PIT.

Drilling fluids, including any salts and chemicals, will be contained in the reserve pit. Upon termination of drilling and completion operations, the liquid contents of the reserve pit will be used at the next drill site or will be removed and disposed of at an approved waste disposal facility within 180 days after drilling is terminated. Immediately upon well completion, any hydrocarbons in the pit shall be removed.

Unless otherwise specified in the site specific APD, the reserve pit will be constructed on the location and will not be located within natural drainages, where a flood hazard exists or surface runoff will destroy or damage the pit walls. The reserve pit will be constructed so that it will not allow discharge of liquids.

If it is determined, at the onsite, that a pit liner is necessary, the reserve pit will be lined with a synthetic reinforced liner a minimum of 12-millimeters thick. The liner will overlay a felt-liner pad if rock that might tear or puncture the liner is encountered during excavation. The liner will overlap the pit walls and be covered with dirt and/or rocks to hold it in place. Trash, scrap pipe, etc. that could puncture the liner will not be disposed of in the pit. Pit walls will be sloped no greater than 2:1. A minimum 2-foot freeboard will be maintained in the pit at all times during the drilling and completion operations. The pit liner will be protected during drilling and completion operations.

Production fluids will be contained in leak-proof tanks. All production fluids will be sold, recycled, or disposed of at approved disposal sites.

Any spills of oil, gas, salt water, or other noxious fluids will be immediately cleaned up and removed to an approved disposal site.

A chemical self-contained sanitary-toilet will be onsite during drilling and completions.

Garbage, trash, and other waste materials will be collected in a portable, self-contained, fully enclosed trash cage during operations. Trash will not be burned on location.

All debris and other waste materials not contained in the trash cage will be cleaned up and removed from the location immediately after removal of the drilling rig.

Any open pits will be fenced during the operations. The reserve pit fencing will be on three sides before drilling operations start. The fourth side will be fenced as soon as drilling is completed and the rig is removed. The fencing will be maintained until such time as the pits are backfilled.

**Ancillary Facilities:**

GARBAGE CONTAINERS AND PORTABLE TOILETS ARE THE ONLY ANCILLARY FACILITIES PROPOSED. NO ADDITIONAL ANCILLARY FACILITIES ARE FORESEEN IN THE FUTURE.

**Wellsite Layout:**

A LOCATION LAYOUT DIAGRAM DESCRIBING DRILL PAD CROSS-SECTIONS, CUTS AND FILLS, AND LOCATIONS OF MUD TANKS, RESERVE PIT, FLARE PIT, PIPE RACKS, TRAILER PARKING, SPOIL DIRT stockpile(s), and the surface materials stockpile(s) will be included with the site specific APD and developed through a consultant.

Exhibit G (cont'd)  
Reclamation Bond Number LPM8986634

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 25<sup>th</sup> day of January, 2010.

*Lisa D. Baur*  
Assistant Secretary

**Exhibit H**

**COOPERATIVE AGREEMENT**

**between**

**BILL BARRETT CORPORATION**

**and the**

**UTAH DIVISION OF WILDLIFE RESOURCES**

**for**

***Mitigation Related to Oil and Gas Field Development  
on the Rabbit Gulch Wildlife Management Area***

**WHEREAS**, Bill Barrett Corporation ("BBC") and their agents/contractors, desire to construct well pads, roads, and pipelines, and drill five (5) oil and natural gas wells, said wells specifically identified as wells #1-23-36 BTR, #3-23-36 BTR, #1-30-36 BTR, #16-30-36 BTR, and #16-16-36, beginning in the Summer, 2011 and running until completion without having to undergo delays related to winter wildlife closures during the term of this agreement; and,

**WHEREAS**, in recognition of the crucial wildlife habitat values found in the area, BBC sought to coordinate early with Utah Division of Wildlife Resources (DWR) staff and to develop practicable solutions which enabled field development and also provided for compensatory mitigation to support habitat restoration benefiting wildlife; and,

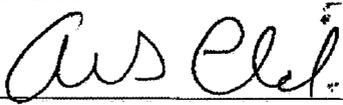
**WHEREAS**, the Division has assessed wildlife habitat conditions in the area, and identified specific opportunities to compensate for unavoidable effects of oil and gas field related disturbance by instituting specific wildlife habitat restoration practices which would yield substantial benefits for wildlife; and,

**WHEREAS**, the Division in this instance feels that it would be in the best interests of wildlife to accept a commensurate payment from BBC, who have worked diligently to mitigate for their construction impacts by coordinating early with DWR staff, which would enable DWR and their cooperators to conduct habitat treatments of a type and extent which would serve wildlife and also supply BBC's compensatory mitigation.

**NOW, THEREFORE**, let this document serve to capture the essence of the agreement by BBC and DWR, to the effect that BBC has or will issue to DWR a single, **Twenty-six Thousand Dollar (\$26,000)** compensatory mitigation payment, plus a **Five-Thousand, Two-Hundred Dollar (\$5,200)** payment for each well in the process of being drilled or completed at any time between the dates of December 1 and April 15 (winter closure period) during the term of this agreement, specifically intended to enable DWR to conduct several hundred acres of habitat restoration, situated reasonably near the originally impacted wildlife habitats, as DWR determined would be most effective for benefiting wildlife populations of the area. The funds may be used for any related expense pertaining to such wildlife habitat treatments as may be conducted in the general area, but not for unrelated purposes or distantly removed locations.

The term of this agreement shall commence on the date of the last signature below, and shall terminate at midnight on April 15, 2012.

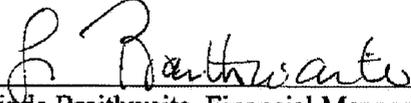
FINAL COPY



James F. Karpowitz, Director  
Utah Division of Wildlife Resources  
Salt Lake City, UT

4/4/10

Date



Linda Braithwaite, Financial Manager  
Utah Division of Wildlife Resources  
Salt Lake City, UT

3/31/10

Date



November 7, 2008

Utah Division of Oil, Gas and Mining  
P.O. Box 145801  
1594 West North Temple, Suite 1210  
Salt Lake City, Utah 84114-5801

# 16-30-36 BTR  
Utah Division of Wildlife Resource Surface/Tribal Minerals  
SESE, Section 30-T3S-R6W  
Duchesne County, Utah

Diana Mason, Permitting - Petroleum Technician:

Enclosed please find two copies of Bill Barrett Corporation's (BBC) application for permit to drill the above captioned well. Montgomery Archeological Consultants conducted a Class III archeological survey for this location in October 2008 and once BBC receives the final report a copy will be forwarded to your attention. EIS Environmental and Engineering Consulting conducted a "Threatened, Endangered, Candidate, and Sensitive Species Habitat Delineation Survey" on October 21st and 24th, 2008. No endangered species were identified in this survey. A copy of this report is enclosed.

BBC has applied for a Right-of Way and Easement Agreement with the Utah Division of Wildlife Resource who is the current surface owner. Once this agreement is obtained, a signed copy will be provided to the Utah Division of Oil, Gas and Mining.

Please contact me at (303) 312-8546 if you need anything additional or have any questions.

Sincerely,

A handwritten signature in black ink that reads "Reed Haddock".

Reed Haddock  
Permit Analyst

Enclosures

**RECEIVED**  
**NOV 12 2008**  
**DIV. OF OIL, GAS & MINING**

1099 18TH STREET  
SUITE 2300  
DENVER, CO 80202  
P 303.293.9100  
F 303.291.0420

Bill Barrett Corporation  
Drilling Program  
# 16-30-36 BTR  
Duchesne County, Utah

**HAZARDOUS MATERIAL DECLARATION**

WELL NO. # 16-30-36 BTR - LEASE NO. BIA-EDA-2OG0005608

Bill Barrett Corporation guarantees that during the drilling and completion of the above referenced well, we will not use, produce, or store, transport or dispose 10,000# annually of any of the hazardous chemicals contained in the Environmental Protection Agency's consolidated list of chemicals subject to reporting under Title III Super Amendments and Reauthorization Act (SARA) of 1986.

Bill Barrett Corporation guarantees that during the drilling and completion of the above referenced well, we will use, produce, store, transport, or dispose less than the threshold planning quantity (TPQ) of any extremely hazardous substances as defined in 40 CFR 355.

Bill Barrett Corporation  
 Drilling Program  
 # 16-30-36 BTR  
 Duchesne County, Utah

**DRILLING PLAN**

BILL BARRETT CORPORATION  
 # 16-30-36 BTR

SHL: SE/4 SE/4, 1018' FSL & 1010' FEL, Section 30-T3S-R6W  
 BHL: SE/4 SE/4, 1018' FSL & 1010' FEL, Section 30-T3S-R6W  
 Surface Owner: Utah Division of Wildlife Resources  
 Duchesne County, Utah

1 - 3. **Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals**

<u>Formation</u>	<u>Depth – MD</u>
Green River	3,071'
Douglas Creek	6,044'
Black Shale	6,814'
Castle Peak	6,943'
Wasatch	7,776' *
TD	9,528'

\*PROSPECTIVE PAY

The Wasatch and the North Horn are primary objectives for oil/gas.

4. **Casing Program**

A) **Planned Program**

<u>Hole Size</u>	<u>SETTING DEPTH</u>		<u>Casing Size</u>	<u>Casing Weight</u>	<u>Casing Grade</u>	<u>Thread</u>	<u>Condition</u>
	<u>(FROM)</u>	<u>(TO)</u>					
12 ½"	surface	3,000'	9 5/8"	36#	J or K 55	ST&C	New
8 ¾"	surface	TD	5 ½"	17#	P-110	LT&C	New

For any liner ran BBC intends to have a minimum of 200' of liner overlap.

5. **Cementing Program**

A) **Planned Program**

9 5/8" Surface Casing	Approximately 770 sx Halliburton Light Premium with additives mixed at 12.7 ppg (yield = 1.82 ft <sup>3</sup> /sx) circulated to surface with 75% excess. Approximately 230 sx Halliburton Premium Plus cement with additives mixed at 15.8 ppg (yield = 1.20 ft <sup>3</sup> /sx).
5 ½" Production Casing	Approximately 320 sx Halliburton Hi-Fill Modified cement with additives mixed at 10.7 ppg (yield = 2.92 ft <sup>3</sup> /sx). Approximately 290 sx Halliburton Tuned Light RS-1 cement with additives mixed at 11.5 ppg (yield = 3.21 ft <sup>3</sup> /sx). Top of cement to be determined by log and sample evaluation; estimated TOC 2,500'.

6. **Mud Program**

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss (API filtrate)</u>	<u>Remarks</u>
40' – 3,000'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
3,000' – TD	8.6 – 9.2	42-52	20 cc or less	DAP Polymer Fluid System
Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.				

7. **BOP and Pressure Containment Data**

<u>Depth Intervals</u>	<u>BOP Equipment</u>
0 – 3,000'	No pressure control required
3,000' – TD	11" 5000# Ram Type BOP 11" 5000# Annular BOP
- Drilling spool to accommodate choke and kill lines;	
- Ancillary and choke manifold to be rated @ 5000 psi;	
- Ancillary equipment and choke manifold rated at 7,500 psi. All BOP and BOPE tests will be in accordance with the requirements of onshore Order No. 2;	
- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests.	
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up To operate most efficiently in this manner.	

8. **Auxiliary Equipment**

- a) Upper kelly cock; lower Kelly cock will be installed while drilling
- b) Inside BOP or stab-in valve (available on rig floor)
- c) Safety valve(s) and subs to fit all string connections in use
- d) Mud monitoring will be visually observed

9. **Testing, Logging and Core Programs**

Cores	None anticipated;
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface). FMI & Sonic Scanner to be run at geologist's discretion.

If BBC pursues the "Alternate" program, a suite of the above logs will be run on both the intermediate and production hole sections.

10. **Anticipated Abnormal Pressures or Temperatures**

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 4558 psi\* and maximum anticipated surface pressure equals approximately 2462 psi\*\* (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

Bill Barrett Corporation  
Drilling Program  
# 16-30-36 BTR  
Duchesne County, Utah

\*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

\*\*Maximum surface pressure = A - (0.22 x TD)

**11. Location and Type of Water Supply**

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W.

**12. Drilling Schedule**

Location Construction: Approximately February 1, 2009

Spud: Approximately March 1, 2009

Duration: 30 days drilling time

45 days completion time

**16-30-36 BTR Proposed Cementing Program**

<u>Job Recommendation</u>	<u>Surface Casing</u>
<b>Lead Cement - (2500' - 0')</b>	
Halliburton Light Premium	Fluid Weight: 12.7 lbm/gal
1.0% Calcium Chloride	Slurry Yield: 1.82 ft <sup>3</sup> /sk
0.125 lbm/sk Ploy-E-Flake	Total Mixing Fluid: 9.72 Gal/sk
	Top of Fluid: 0'
	Calculated Fill: 2,500'
	Volume: 244.02 bbl
	<b>Proposed Sacks: 770 sks</b>
<b>Tail Cement - (TD - 2500')</b>	
Premium Cement	Fluid Weight: 15.8 lbm/gal
2.0% Calcium Chloride	Slurry Yield: 1.20 ft <sup>3</sup> /sk
0.125 lbm/sk Ploy-E-Flake	Total Mixing Fluid: 5.238 Gal/sk
	Top of Fluid: 2,500'
	Calculated Fill: 500'
	Volume: 48.80 bbl
	<b>Proposed Sacks: 230 sks</b>

<u>Job Recommendation</u>	<u>Production Casing</u>
<b>Lead Cement - (6314' - 3000')</b>	
Halliburton Hi-Fill Modified	Fluid Weight: 10.7 lbm/gal
0.2% HR-5	Slurry Yield: 2.92 ft <sup>3</sup> /sk
0.25 lbm/sk Poly-E-Flake	Total Mixing Fluid: 17.26 Gal/sk
5.0 lbm/sk Gilsonite	Top of Fluid: 3,000'
	Calculated Fill: 3,314'
	Volume: 163.99 bbl
	<b>Proposed Sacks: 320 sks</b>
<b>Tail Cement - (9528' - 6314')</b>	
Halliburton Tuned Light RS-1	Fluid Weight: 11.5 lbm/gal
0.2% Super CBL	Slurry Yield: 3.21 ft <sup>3</sup> /sk
0.2% HR-5	Total Mixing Fluid: 18.56 Gal/sk
	Top of Fluid: 6,314'
	Calculated Fill: 3,214'
	Volume: 159.06 bbl
	<b>Proposed Sacks: 290 sks</b>

Well name:

**BTR General**

Operator: **Bill Barrett Corporation**

String type: **Surface**

Location: **Duchesne County, UT**

**Design parameters:**

**Collapse**

Mud weight: 8.90 ppg

Design is based on evacuated pipe.

**Burst**

Max anticipated surface

pressure: 911 psi

Internal gradient: 0.22 psi/ft

Calculated BHP 1,351 psi

No backup mud specified.

**Minimum design factors:**

**Collapse:**

Design factor 1.125

**Burst:**

Design factor 1.00

**Tension:**

8 Round STC: 1.80 (J)

8 Round LTC: 1.80 (J)

Buttress: 1.80 (J)

Premium: 1.80 (J)

Body yield: 1.80 (B)

Tension is based on buoyed weight.

Neutral point: 1,737 ft

**Environment:**

H2S considered? No

Surface temperature: 70.00 °F

Bottom hole temperature: 94 °F

Temperature gradient: 1.22 °F/100ft

Minimum section length: 1,500 ft

Cement top: Surface

Non-directional string.

**Re subsequent strings:**

Next setting depth: 9,500 ft

Next mud weight: 10.600 ppg

Next setting BHP: 5,231 psi

Fracture mud wt: 13.000 ppg

Fracture depth: 2,000 ft

Injection pressure 1,351 psi

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft³)
1	2000	9.625	36.00	J-55	ST&C	2000	2000	8.796	142.4
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	925	2020	2.185	1351	3520	2.61	63	394	6.30 J

Prepared Dominic Spencer  
by: Bill Barrett

Phone: (303) 312-8164  
FAX: (303) 291-0420

Date: September 2, 2008  
Denver, Colorado

Remarks:

Collapse is based on a vertical depth of 2000 ft, a mud weight of 8.9 ppg. The casing is considered to be evacuated for collapse purposes.

Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

*Engineering responsibility for use of this design will be that of the purchaser.*

Well name:

**BTR General**

Operator: **Bill Barrett Corporation**

String type: **Production**

Location: **Duchesne County, UT**

**Design parameters:**

Collapse

Mud weight: 10.60 ppg

Design is based on evacuated pipe.

**Minimum design factors:**

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

**Environment:**

H2S considered? No  
Surface temperature: 70.00 °F  
Bottom hole temperature: 186 °F  
Temperature gradient: 1.22 °F/100ft  
Minimum section length: 1,500 ft

Cement top: 2,000 ft

Burst

Max anticipated surface pressure: 3,141 psi  
Internal gradient: 0.22 psi/ft  
Calculated BHP 5,231 psi

No backup mud specified.

Tension:

8 Round STC: 1.80 (J)  
8 Round LTC: 1.80 (J)  
Buttress: 1.80 (J)  
Premium: 1.80 (J)  
Body yield: 1.80 (B)

Non-directional string.

Tension is based on buoyed weight.  
Neutral point: 7,973 ft

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft³)
1	9500	5.5	17.00	P-110	LT&C	9500	9500	4.767	327.4
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	5231	7480	1.430	5231	10640	2.03	136	445	3.28 J

Prepared Dominic Spencer  
by: Bill Barrett

Phone: (303) 312-8164  
FAX: (303) 291-0420

Date: September 2,2008  
Denver, Colorado

Remarks:

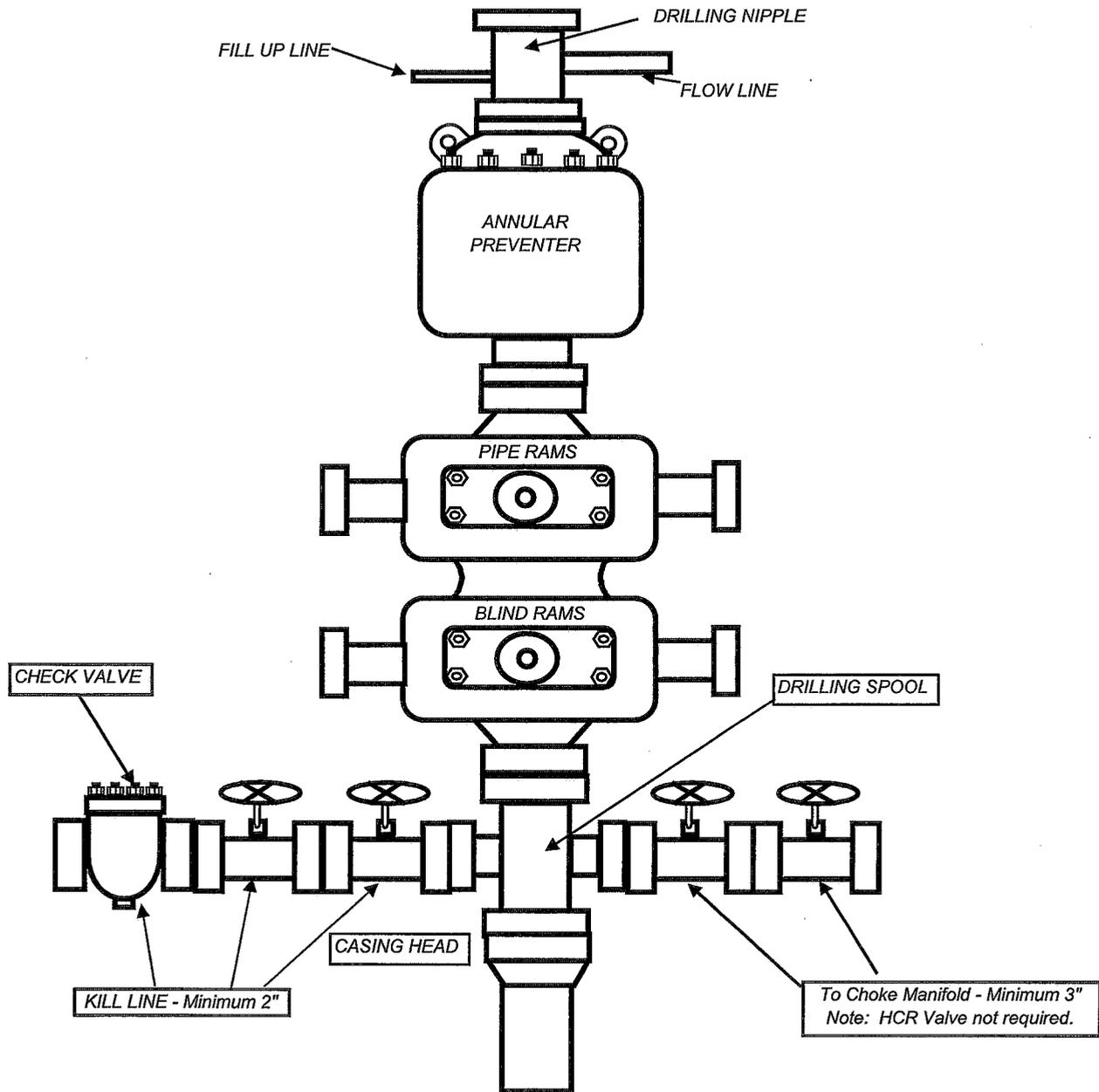
Collapse is based on a vertical depth of 9500 ft, a mud weight of 10.6 ppg The casing is considered to be evacuated for collapse purposes.  
Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

*Engineering responsibility for use of this design will be that of the purchaser.*

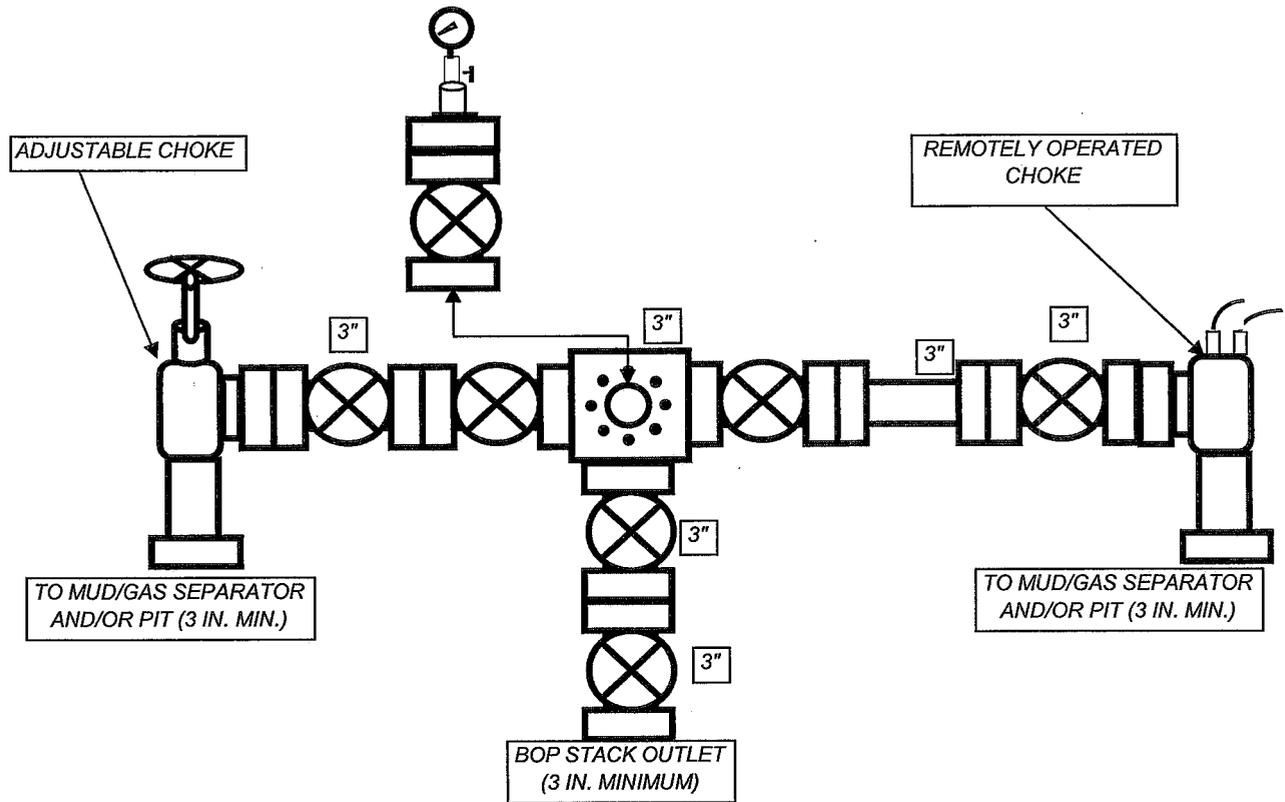
# BILL BARRETT CORPORATION

## TYPICAL 5,000 p.s.i. BLOWOUT PREVENTER



# BILL BARRETT CORPORATION

## TYPICAL 5,000 p.s.i. CHOKE MANIFOLD



**Surface Use Plan for  
Bill Barrett Corporation's  
Development Program  
Black Tail Ridge Area  
Duchesne County, Utah**

**1. Existing Roads:**

The Black Tail Ridge Areas are located approximately 12 miles Southwest of Duchesne, Utah and extend from Township 3 South, Range 5 West, Range 6 West, and Range 7 West and the North ½ of Township 4 South, Range 5 West, Range 6 West, and Range 7 West. The specific location of a particular well pad will be shown on maps and described in the site specific APD.

The use of state and county roads under UDOT and Duchesne County Road Department maintenance is necessary to access the Project Area. Improvements to existing access roads will be noted in the site specific APD's.

**2. Planned Access Roads:**

Descriptions of the individual access road(s) will be included in the site specific APD and ROW application.

Surface disturbance and vehicular traffic will be limited to the approved location and approved access route. Any additional area needed will be approved in advance with the UDWR.

**3. Location of Existing Wells With-In A One-Mile Radius**

Water wells – None.

Shut-In wells – None.

Abandoned wells – NE/4, Section 31, T3S, R6W

NE/4, Section 30, T3S, R6W

SE/4, Section 29, T3S, R6W

NE/4, Section 32, T3S, R6W

Disposal wells – None.

Drilling wells – None.

Producing wells – SW/4, Section 30, T3S, R6W

SW/4, Section 29, T3S, R6W

Proposed Location – NE/4, Section 30, T3S, R6W

**4. Location of Tank Batteries, Production Facilities, and Production Gathering And Service Lines:**

The following guidelines will apply if the well is productive:

All permanent (on site for six months or longer) structures constructed or installed will conform to DOGM standards. All facilities will be painted within six months of installation.

A containment dike will be constructed completely around production facilities which contain fluids (i.e., production tanks, produced water tanks). This dike will be constructed of compacted subsoil, be impervious, and hold a minimum of 110% of the capacity of the largest tank. Topsoil will not be used for the construction of dike(s).

A description of the proposed pipeline and a map illustrating the proposed route will be submitted with the well site specific APD.

**5. Location and Type of Water Supply**

The Duchesne City Culinary Water Dock located in section 1, T4S-R5W will be used for water supply for drilling and completion operations. Additional water supply sources will be addressed in the site specific APD, indicating the location and type of water supply.

**6. Source of Construction Materials:**

All construction materials for this location site and access road shall be borrowed (local) material accumulated during construction of the location site and access road. No construction materials will be removed from UDWR lands. If any gravel is used, it will be obtained from an approved gravel pit.

**7. Methods of Handling Waste Materials:**

Drill cuttings will be contained and buried in the reserve pit.

Drilling fluids, including any salts and chemicals, will be contained in the reserve pit. Upon termination of drilling and completion operations, the liquid contents of the reserve pit will be used at the next drill site or will be removed and disposed of at an approved waste disposal facility within 180 days after drilling is terminated. Immediately upon well completion, any hydrocarbons in the pit shall be removed.

Unless otherwise specified in the site specific APD , the reserve pit will be constructed on the location and will not be located within natural drainages, where a flood hazard exists or surface runoff will destroy or damage the pit walls. The reserve pit will be constructed so that it will not allow discharge of liquids.

If it is determined, at the onsite, that a pit liner is necessary, the reserve pit will be lined with a synthetic reinforced liner a minimum of 12-millimeters thick. The liner will overlay a felt-liner pad if rock that might tear or puncture the liner is

encountered during excavation. The liner will overlap the pit walls and be covered with dirt and/or rocks to hold it in place. Trash, scrap pipe, etc. that could puncture the liner will not be disposed of in the pit. Pit walls will be sloped no greater than 2:1. A minimum 2-foot freeboard will be maintained in the pit at all times during the drilling and completion operations. The pit liner will be protected during drilling and completion operations.

No water well will be drill on this lease. Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W. The trucked water will follow the access route described in the plat package of each APD. Production fluids will be contained in leak-proof tanks. All production fluids will be sold, recycled, or disposed of at approved disposal sites.

Any spills of oil, gas, salt water, or other noxious fluids will be immediately cleaned up and removed to an approved disposal site.

A chemical self-contained sanitary-toilet will be onsite during drilling and completions.

Garbage, trash, and other waste materials will be collected in a portable, self-contained, fully enclosed trash cage during operations. Trash will not be burned on location.

All debris and other waste materials not contained in the trash cage will be cleaned up and removed from the location immediately after removal of the drilling rig.

Any open pits will be fenced during the operations. The reserve pit fencing will be on three sides before drilling operations start. The fourth side will be fenced as soon as drilling is completed and the rig is removed. The fencing will be maintained until such time as the pits are backfilled.

**8. Ancillary Facilities:**

Garbage containers and portable toilets are the only ancillary facilities proposed. No additional ancillary facilities are foreseen in the future.

**9. Wellsite Layout:**

A Location Layout Diagram describing drill pad cross-sections, cuts and fills, and locations of mud tanks, reserve pit, flare pit, pipe racks, trailer parking, spoil dirt stockpile(s), and the surface materials stockpile(s) will be included with the site specific APD and developed through a consultant.

**10. Plans for Restoration of the Surface:**

The dirt contractor will be provided with an approved copy of the surface use plan and these Standard Operating Procedures prior to commencing construction activities.

Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, materials, trash, and debris not required for production. All reclamation standards will be developed between Bill Barrett Corporation (BBC) and UDWR. Abandoned well sites, roads, and other disturbed areas will be restored as near as practical to their original condition. Where applicable, these conditions may include the re-establishment of irrigation systems, the re-establishment of appropriate soil conditions, and the re-establishment of vegetation as specified.

All disturbed areas will be recontoured to the approximate natural contours.

Any drainage rerouted during the construction activities shall be restored as near as possible to its original line of flow.

Prior to backfilling the reserve pit, the fence surrounding the reserve pit will be removed. The pit liner will be cut off at the water or mud line and disposed of at an approved landfill site. The remaining liner will be torn and perforated after the pit dries and prior to backfilling the reserve pit.

Before any dirt work associated with reserve pit restoration takes place, the reserve pit shall be as dry as possible. All debris in it will be removed. Other waste and spoil materials will be disposed of immediately upon completion of operations. The reserve pit will be reclaimed within 180 days from the date of well completion, weather permitting, unless it is determined that this location will be utilized to drill additional wells within 1 year of completing operations.

After the reserve pit has been reclaimed, diversion ditches and water bars will be used to divert precipitation runoff/runoff as appropriate.

Prior to the construction of the location, the top 6 inches or maximum available topsoil material will be stripped and stockpiled. Placement of the topsoil will be noted on the location plat attached to the site specific APD. Topsoil shall be stockpiled separately from subsoil materials. Topsoil salvaged from the reserve pit shall be stockpiled separately near the reserve pit. When all drilling and completion activities have been completed, the unused portion of the location (area outside the deadmen) will be recontoured and the stockpiled topsoil spread over the area.

If topsoil must be stored for more than one year:

It shall be windrowed on the uphill side of the location to prevent any possible contamination. All topsoil will be stockpiled for reclamation in such a way as to prevent soil loss and contamination.

It shall be broadcast seeded with the prescribed seed mixture immediately after windrowing. Seed will be drilled on the contour to an appropriate depth and the stockpile then "walked" with a dozer to cover the seed and roughen the soil to prevent erosion.

Mulching may be considered to enhance the re-establishment of desired native plant communities. If straw or hay mulch is used, the straw and hay must be certified to be weed-free and the documentation submitted prior to usage.

When restoration activities have been completed, the location site and new access road cuts and shoulders shall be reseeded. Prior to reseeding, all disturbed areas, including the old access road will be scarified and left with a rough surface.

UDWR shall be contacted for the required seed mixture. Seed will be drilled on the contour to an appropriate depth. If broadcast seeded, the amount of seed mixture per acre will be doubled, and a harrow or some other implement will be dragged over the seeded area to assure coverage of the seeds.

At final abandonment, BBC will follow UT-DOGM standards for final well abandonment.

**11. Surface Ownership**

The well location and proposed access road route is located on Utah Division of Wildlife Resource surface estate.

I hereby certify that Bill Barrett Corporation will apply for a surface use agreement with the Utah Division of Wildlife Resource for the protection of surface resources and reclamation of disturbed areas and/or damages in lieu thereof. Once this final signed agreement is in place copies will be sent to the Utah Division of Oil, Gas and Mining and the Vernal BLM Field office.

11/7/2008  
Date

Reed Haddock  
Reed Haddock – Permit Analyst  
Bill Barrett Corporation

**12. Other Information:**

The operator is fully responsible for the actions of its subcontractors. A copy of these conditions will be furnished to the BBC field representative to ensure compliance.

The operator will control noxious weeds along applied access road authorizations, pipeline route authorizations, well sites or other applicable facilities

Wells drilled during the fire season (June – October) all appropriate precautions shall be instituted to ensure that fire hazard is minimized, including, but not limited to, controlling vegetation and keeping fire fighting equipment readily available during all drilling and completion operations.

Drilling rigs and/or equipment used during drilling operations on locations will not be stacked or stored on UDWR administered lands after the conclusion of drilling operations or at any other time without permission by the UDWR. If UDWR permission is obtained, such storage will only be temporary measure.

Travel will be restricted to approved travel routes.

Operator Name Bill Barrett Corporation

POD/Well Name # 16-30-36 BTR

### OPERATOR CERTIFICATION

I hereby certify that I, or someone under my direct supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exist; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein will be performed in conformity with that APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application. These statements are subject to the provisions of 18 U.S.C. 1001 for the filing of false statements.

Name: Reed Haddock 11/7/08 Reed Haddock  
(Signature) (Date) (Printed)

Position Title Permit Analyst

Address 1099 18<sup>th</sup> Street, Suite 2300, Denver, CO 80202

Telephone (303) 312-8546 Fax (303) 291-0420

Field Representative (if not above signatory) Mr. Mike Angus

Address (if different from above) P.O. Box 3110, Roosevelt, UT 84066

Telephone (if different from above) (435) 724-8016

E-mail (optional) mangus@billbarrettcorp.com

Agents not directly employed by the operator must submit a letter from the operator authorizing that agent to act or file this application on their behalf.

### LEASE CERTIFICATION

Bill Barrett Corporation certifies that it is authorized by the proper lease interest owners and responsible under the terms and conditions of the lease to conduct lease operations associated with this application.

### SURFACE OWNERSHIP

Bill Barrett Corporation certifies that they will provide a copy of the Surface Use Plan of Operations to the Utah Division of Wildlife Resource surface owner of the well site location once a final signed surface use agreement is in place.

BILL BARRETT CORPORATION  
#16-30-36 BTR  
SECTION 30, T3S, R6W, U.S.B.&M.

PROCEED IN A WESTERLY DIRECTION FROM DUCHESNE, UTAH ALONG U.S. HIGHWAY 40 APPROXIMATELY 10.4 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTH; TURN RIGHT AND PROCEED IN A NORTHERLY; THEN NORTHWESTELY DIRECTION APPROXIMATELY 0.8 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTH; TURN RIGHT AND PROCEED IN A NORTHERLY DIRECTION APPROXIMATELY 0.1 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISITING ROAD TO THE NORTHEAST; TURN RIGHT AND PROCEED IN A NORTHEASTERLY DIRECTION APPROXIMATELY 150' TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTH; TURN LEFT AND PROCEED IN A NORTHERLY DIRECTION APPROXIMATELY 0.1 MILES TO THE BEGINNING OF THE PROPOSED ACCESS TO THE NORTHWEST; FOLLOW ROAD FLAGS IN A NORTHWESTERLY DIRECTION APPROXIMATELY 0.1 MILES TO THE PROPOSED WELL LOCATION.

TOTAL DISTANCE FROM VERNAL, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 11.5 MILES.

**BILL BARRETT CORPORATION  
2008 BLACK TAIL RIDGE DRILLING PROJECT**

**THREATENED, ENDANGERED, CANDIDATE, AND SENSITIVE  
SPECIES HABITAT DELINEATION**

**FOR LOCATIONS: 1-17-47 DLB, 1-23-36 BTR, 7-16-47 BTR, 16-30-36 BTR, AND  
HIGHWAY 40 TO STRAWBERRY RIVER CONNECTING ROAD**

**CONDUCTED**

**OCTOBER 21 AND 24, 2008**

**By,**

**EIS Environmental and Engineering Consulting**

31 North Main Street \* Helper, Utah 84526

Office - (435) 472-3814 \* Toll free - (800) 641-2927 \* Fax - (435) 472-8780

[eisec@preciscom.net](mailto:eisec@preciscom.net)

Bill Barrett Corporation 2008 Black Tail Ridge Drilling Project  
Habitat Delineation

## **INTRODUCTION**

Bill Barrett Corporation has contracted Environmental Industrial Services (EIS) to conduct a Threatened, Endangered, and Sensitive (TES) species habitat delineation for proposed activities in the Black Tail Ridge project area. The Bureau of Land Management (BLM) and Utah Division of Wildlife Resources (UDWR) have created a list of TES species that may occur in the project area (Table 1). A habitat and species inventory was required prior to disturbance for the protection of these species. The area surveyed covered the proposed 1-17-47 DLB, 1-23-36 BTR, 7-16-47 BTR, and 16-30-36 BTR pad locations, access roads and pipeline routes. The proposed Highway 40 to Strawberry River connecting road was also surveyed.

The proposed wells, pipelines and power lines are found in Duchesne County, Utah near Starvation Reservoir (see Attachment 1). The locations are in Sections 14,23, and 30, Township (T) 3 South (S), Range (R) 6 West (W); 5, 6, and 8, T4S, R6W; 15, 16, 17 T4S, R7W. The project locations 16-30-36 BTR and 1-23-36 BTR are within land owned by the state and administered by the Utah Division of Wildlife Resources. The Highway 40 to Strawberry River connecting road, 7-16-47 BTR, and 1-17-47 DLB are on private property.

## **METHODS**

On October 21, EIS biologists, Mel Coonrod and Matthew Serfustini, completed a survey of the access road, pipeline route, and pad location for the proposed 16-30-36 BTR well. Derris Jones and Matthew Serfustini completed the surveys for the connecting road, 1-23-36 BTR, 7-16-47 BTR and 1-17-47 DLB on October 24. All pipeline and power line routes were walked in a zigzag pattern to better cover the area. For inventory purposes, the area within 100 feet on either side of the road and pipeline was surveyed. The soil type, vegetation, and topography were noted. Had a TES species been located, a photograph of the specimen and habitat would have been taken. A GPS coordinate would have been recorded and a flag planted adjacent to the specimen as well.

## **GENERAL HABITAT DESCRIPTION**

Each of these locations is found on surficial alluvium and colluvium, the Duchesne River, Uinta, Bridger, or Crazyhollow Formations. The well pads, access roads and pipelines range between 5,830 and 6,560 feet in elevation. The project locations are composed of Colorado Plateau pinyon-juniper shrublands and woodlands, big sagebrush shrubland and mixed low sagebrush shrublands. Some of these areas are recently chained pinyon-juniper areas. Mixed bedrock canyon and tableland habitats are also found. The attached spreadsheet (Attachment 2) describes the vegetation community for each specific location.

**Table 1: TES Species found in Duchesne County, Utah**

Common Name	Scientific Name	Status
Bald Eagle	<i>Haliaeetus leucocephalus</i>	S
Barneby Ridge-cress	<i>Lepidium barnebyanum</i>	E
Black-footed Ferret - Unconfirmed	<i>Mustela nigripes</i>	E Experimental
Black Swift	<i>Cypseloides niger</i>	S
Bluehead Sucker	<i>Catostomus discobolus</i>	C
Bonneville Cutthroat Trout	<i>Oncorhynchus clarkia utah</i>	C
Bonytail - Possibly	<i>Gila elegans</i>	E
Burrowing Owl	<i>Athene cunicularia</i>	S
Canada Lynx	<i>Lynx canadensis</i>	T
Colorado Pikeminnow - Possibly	<i>Ptychocheilus lucius</i>	E
Colorado River Cutthroat Trout	<i>Oncorhynchus clarkia pleuriticus</i>	C
Duchesne Greenthread	<i>Thelesperma pubescens caespitosum</i>	S
Ferruginous Hawk	<i>Buteo regalis</i>	S
Flannelmouth Sucker	<i>Catostomus latipinnis</i>	C
Fringed Myotis	<i>Myotis thysanodes</i>	S
Goodrich's Blazingstar	<i>Mentzelia goodrichii</i>	S
Goodrich's Penstemon	<i>Penstemon goodrichii</i>	S
Graham Beardtongue	<i>Penstemon grahamii</i>	T Proposed
Greater Sage Grouse	<i>Centrocercus urophasianus</i>	S
Humpback Chub - Possibly	<i>Gila cypha</i>	E
Kit Fox	<i>Vulpes macrotis</i>	S
Lewis's Woodpecker	<i>Melanerpes lewis</i>	S
Long-billed Curlew	<i>Numentius americanus</i>	S
Northern Goshawk	<i>Accipiter gentiles</i>	C
Pariette Cactus	<i>Sclerocactus brevispinus</i>	S
Razorback Sucker - Possibly	<i>Xyrauchen texanus</i>	E
Roundtail Chub	<i>Gila robusta</i>	C
Short-eared Owl	<i>Asio flammeus</i>	S
Shrubby Reed-mustard	<i>Glaucocarpum suffrutescens</i>	E
Smooth Greensnake	<i>Opheodrys vernalis</i>	S
Spotted Bat	<i>Euderma maculatum</i>	S
Townsend's Big-eared Bat	<i>Corynorhinus townsendii</i>	S
Uinta Basin Hookless Cactus	<i>Sclerocactus glaucus</i>	T
Untermann Daisy	<i>Erigeron untermannii</i>	S
Ute Ladies'-tresses	<i>Spiranthes diluvialis</i>	T
Yellow-billed Cuckoo	<i>Coccyzus americanus</i>	C

T – Threatened, E – Endangered, S – Sensitive, C - Candidate

## REQUIRED HABITAT FOR TES SPECIES

**Bald Eagle (*Haliaeetus leucocephalus*)** During the breeding season bald eagles are closely associated with water, along coasts, lakeshores, and/or riverbanks. During the winter bald eagles tend to concentrate wherever food is available. This usually means open water where fish and waterfowl can be caught. They also winter on more upland areas feeding on small mammals and deer carrion. At winter areas, bald eagles commonly roost in large groups. These communal roosts are located in forested stands that provide protection from harsh weather.

Through annual surveys completed by the Utah Division of Wildlife Resources (UDWR) no bald eagles are known to nest in Duchesne County, they can often be found near lakes and reservoirs, as well as within upland areas within the area between late fall and early spring.

**Barneby Ridge-Cress (*Lepidium barnebyanum*)** Areas suspected to contain potential habitat for Barneby peppergrass consist of calcareous white shale outcrops on the Uinta formation in pinyon-juniper (mainly on ridge crests) between 6,200 and 6,500 feet elevation, flowering from May to June.

**Black-footed Ferret (*Mustela nigripes*)** The relationship between black-footed ferrets and prairie dogs has long been known. Black-footed ferrets live in the burrows made by prairie dogs and probably exploit these rodents as their major food source. The high biomass of potential prey species and the abundance of burrows are equally important factors in attracting black-footed ferrets to this habitat.

**Black Swift (*Cypseloides niger*)** The black swift occurs in mountainous regions of the western US. Little is known about this species' historic range. In Utah, breeding locations have been found in the Bridal Veil Falls and Aspen Grove areas. They breed from May to September, but may be found in the state in October. Black swifts nest near or behind waterfalls between 6,000 and 11,500 feet in elevation. Nesting habitat is in mountain riparian on ledges, cracks, or crevices near the spray of waterfalls. Sites are often surrounded by conifer or spruce-fir forests and may include shrub, aspen or alpine components.

**Bluehead Sucker (*Catostomus discobolus*)** The bluehead sucker is a benthic (bottom dwelling) species with a mouth modified to scrape algae (the primary food of the bluehead sucker) from the surface of rocks. Members of the species spawn in streams during the spring and summer. Fast flowing water in high gradient reaches of mountain rivers has been identified as important habitat for bluehead sucker. The bluehead sucker is native to parts of Utah, Idaho, Arizona, New Mexico, and Wyoming. Specifically, the species occurs in the upper Colorado River system, the Snake River system, and the Lake Bonneville basin.

**Bonneville Cutthroat Trout (*Oncorhynchus clarkia utah*)** The Bonneville cutthroat trout is a subspecies of the cutthroat trout that are native to the Bonneville Basin of Utah, Wyoming, Idaho, and Nevada. Populations have been located in Bear Lake and Strawberry Reservoir.

**Bonytail (*Gila elegans*)** Historically bonytail chubs exist throughout the Colorado River drainage. Recently, isolated captures of bonytail chubs have been made in the Colorado River basin but recruitment to the population is extremely low or nonexistent. The decline of the bonytail chub is attributed to dam construction and associated water temperature changes. Other factors contributing to the reduced numbers include flow depletion, hybridization, stream alterations associated with dam construction, and the introduction of non- native fish species. The bonytail chub is an omnivore, feeding mostly on terrestrial insects, plant debris and algae and begins to spawn at five to seven years of age.

**Burrowing Owl (*Athen cunicularia*)** Burrowing owls make their home in open, dry, treeless plains, deserts and farmlands. This species may be found in the prairie regions of western Canada, the United States, Central and South America. Burrowing owls are also welcome residents on farms and ranches, because they prey on rodents and insects that are harmful to agricultural interests.

**Canada Lynx (*Lynx canadiensis*)** In the western States lynx live in spruce/fir forests at high elevations. It is found in Canada and Alaska to Maine, the Rocky Mountains, and Great Lakes region.

**Colorado Pike Minnow (*Ptychocheilus lucius*)** The Colorado pike minnow had a historic range from Green River, Wyoming to the Gulf of California, but the species is now confined to the Upper Colorado River basin mainstream and larger tributaries. The Lower Green River between the Price and San Rafael Rivers is known to contain an abundant population of this species. The species decline can be attributed to direct loss of habitat, changes in water flow and temperature, blockage of migrations, and interactions with introduced fish species. Colorado pike minnow adults are thought to prefer deepwater eddies and pools or other areas adjacent to the main water current, whereas the young inhabit shallow, quiet backwaters adjacent to high flow areas. This species feeds on invertebrates while young but gradually become piscivorous after one year.

**Colorado River Cutthroat Trout (*Oncorhynchus clarkia pleuriticus*)** Colorado cutthroat trout require cool, clear water in streams with well vegetated banks, which provides cover and bank stability. Deep pools and structures such as boulders and logs provide instream cover. This species is believed to have formerly been widespread in lakes, rivers, and streams in Utah, however now it is limited to isolated headwater streams and other rigorous environments where other species such as rainbow trout and Yellowstone cutthroat trout have not been introduced.

**Duchesne Greenthread (*Thelesperma pubescens* Dorn var. *caespitosum*)** Areas suspected to contain potential habitat for Duchesne greenthread are the white shale slopes and ridges of the Green River Formation at around 5,900 feet elevation.

**Ferruginous Hawk (*Buteo regalis*)** The preferred habitat for ferruginous hawks is the arid, semiarid and grassland regions of North America. The countryside is open, level, or rolling prairies; foothills or middle elevation plateaus largely devoid of trees; and cultivated shelterbelts or riparian corridors. Rock outcrops, shallow canyons, and gullies may characterize some

habitats. These hawks avoid high elevations, forest interiors, narrow canyons, and cliff areas. During the breeding season, the preference is for grasslands, sage, and other arid shrub country.

**Flannelmouth Sucker (*Catostomus latipinnis*)** Flannelmouth suckers are benthic (bottom dwelling) fish that primarily eat algae, although invertebrates and many types of plant matter are also consumed. The species spawns in streams over gravelly areas during the spring and early summer. Flannelmouth suckers prefer large rivers, where they are often found in deep pools of slow flowing, low gradient reaches. The flannelmouth sucker is native to the Colorado River system of the western United States and northern Mexico. In Utah, the species occurs in the main-stem Colorado River, as well as in many of the Colorado River's large tributaries. Flannelmouth suckers are usually absent from impoundments.

**Fringed Myotis (*Myotis thysanodes*)** This is a small bat that occurs in most of the western United States. It inhabits caves, mines, and buildings, most often in desert and woodland areas.

**Goodrich's Blazing Star (*Mentzelia goodrichii*)** Areas suspected to contain potential habitat for Goodrich's blazing star consist of steep, white, marly calciferous shale of the Green River Formation and along escarpment of Willow and Argyle canyons, at 8,100 - 8,800 feet, in Duchesne County in scattered limber and pinyon pine, Douglas-fir, mountain mahogany, and rabbitbrush communities at 8,100 - 8,800 feet elevation and blooms from July to August.

**Goodrich Penstemon (*Penstemon goodrichii*)** Areas suspected to contain potential habitat for Goodrich penstemon consist of blue-gray to reddish, clay impregnated badlands of the Duchesne River formation in shadscale and juniper-mountain mahogany communities at 5,590 to 6,215 feet elevation. Flowering from late May through June.

**Graham Beardtongue (*Penstemon grahamii*)** Areas suspected to contain potential habitat for Graham beardtongue consist of sparsely vegetated desert shrub and pinyon-juniper communities on shale talus knolls of the Green River Formation between 4,600 and 6,700 feet elevation, flowering from May to mid June.

**Greater Sage Grouse (*Centrocercus urophasianus*)** This species inhabits sagebrush plains, foothills, and mountain valleys. Sagebrush is the predominant plant of quality habitat.

**Humpback Chub (*Gila cypha*)** The humpback chub is believed to have inhabited all of the large rivers of the upper Colorado River basin and canyons of the lower Colorado River basin. Presently the humpback chub can be located in and above the Grand Canyon, Arizona, and the major tributaries to the Colorado River. The states stream alteration, including dewatering, dams and channelization, are factors causing the decline of the species. The humpback chub normally lives adjacent to high velocity flows, where they consume plankton and small invertebrates.

**Kit Fox (*Vulpes macrotis*)** The kit fox occurs in open prairie, plains, and desert habitats. It is native to much of the western United States although it not overly abundant in Utah.

**Lewis's Woodpecker (*Melanerpes lewis*)** This woodpecker excavates holes in tall trees. It will nest in utility poles or stumps. Ponderosa pine, cottonwood, and sycamore trees are preferred.

**Long-Billed Curlew (*Numenius americanus*)** The long-billed curlew breeds in central Utah, and winters from coastal Washington to the southern United States. It is common in central and more northern valleys and less common in the Colorado River drainage. It lives and breeds in higher and drier meadowlands than other shorebird species. They require short grass, bare ground, shade and abundant vertebrate prey. Mixed fields of grass with elevated points are desired. Uncultivated rangelands and pastures support most of the continental curlew breeding populations.

**Northern Goshawk (*Accipiter gentiles*)** Northern goshawks are found in variety of forest habitat types that are generally mature stands with complex structures that provide certain habitat characteristics including: 1) multiple canopy levels with high canopy closure, 2) relatively open understories, snags and downed woody debris, 3) small openings, and 4) a surface water source. It prefers mature forests and riparian areas.

**Pariette Cactus (*Sclerocactus brevispinus*)** This cactus grows in Saline and alkaline soils in clay badlands in Duchesne and Uintah Counties of Utah.

**Razorback Sucker (*Xyrauchen texanus*)** Historic distribution of the razorback sucker was mainly along the mainstream of the Colorado, Green and San Juan Rivers. They presently only occur in a portion of their former range in these rivers and are normally found in water four to ten feet deep with area of strong currents and backwaters. The razorback sucker feeds on small invertebrates, and animals and organic debris on the river bottom. The decline of the razorback sucker can be attributed to the land and water uses, particularly dam construction and the associated change in flow regimes and river channel characteristics.

**Roundtail Chub (*Gila robusta*)** Roundtail chub eat terrestrial and aquatic insects, mollusks, other invertebrates, fishes, and algae. The species spawns over areas with gravel substrate during the spring and summer. Eggs are fertilized in the water, and then drop to the bottom where they adhere to the substrate until hatching about four to seven day later. The roundtail chub is a fairly large minnow native to the Colorado River system of the western United States. The species prefers large rivers, and is most often found in murky pools near strong currents in the main-stem Colorado River, and in the Colorado River's large tributaries.

**Short-Eared Owl (*Asio flammeus*)** This owl is usually found in grasslands, shrublands, and other open habitats. It breeds in Canada and the northern half of the US. It winters in Mexico, however, many are year-long residents in their breeding habitat. The bird is rare in the northern half of Utah. It is mostly in the northwestern portion of the state.

**Shrubby Reed-Mustard (*Schoenocrambe suffrutescens*)** Areas suspected to contain potential habitat for shrubby reed-mustard consist of calcareous shale of the Green River Shale formation in shadscale, pygmy sagebrush, mountain mahogany, juniper, and other mixed desert shrub communities between 5,400 and 6,000 feet elevation, flowering from May to mid August.

**Smooth Greensnake (*Opheodrys vernalis*)** This species is found in northeastern and western US. In Utah, it is found in the Wasatch, Uinta, Abajo, and La Sal Mountains. It prefers moist habitats such as grassy meadows.

**Spotted Bat (*Euderma maculatum*)** Habitat for this species ranges from deserts to forested mountains throughout Utah. Caves and rock crevices provide locations for roosts and hibernation.

**Townsend's Big-Eared Bat (*Corynorhinus townsendii*)** This bat lives in western North America. In Utah, it is found below 9,000 feet. It is found near forested areas. Hibernation and roosting locations are caves, mines, and buildings.

**Uinta Basin hookless Cactus (*Sclerocactus glaucus*)** The Uinta Basin hookless cactus is known to occur in Duchesne, Uintah, and northern Carbon counties. The cactus is found occupying gravelly hills and terraces of the Duchesne River, Green River, and Mancos formations as well as on alluvium soils. They live in cold shrub communities between 4,700 and 6,000 feet in elevation. They flower between the months of May and June. The cactus has all straight spines and the principle spine often arches upward.

**Untermann Daisy (*Erigeron untermannii*)** This grows in pinyon-juniper communities, around mountain mahogany, limber and bristlecone pine and sagebrush communities on calcareous shales and sandstones of the Uinta and Green River Formations between 7,000 and 9,400 feet in elevation. It flowers from May until June.

**Ute Ladies Tresses (*Spiranthes diluvialis*)** Areas suspected to contain potential habitat for Ute ladies' tresses consist of areas along streams, bogs, and open seepage areas in cottonwood, tamarisk, willow, and pinyon-juniper communities between 4,400 and 6,810 feet elevation, flowering from late July to September.

**Yellow-Billed Cuckoo (*Coccyzus americanus*)** Yellow-billed cuckoos are considered a riparian obligate and are usually found in large tracts of cottonwood/willow habitats with dense sub-canopies below 33 feet. Nesting habitat is classified as dense lowland riparian characterized by a dense sub-canopy or shrub layer (regenerating canopy trees, willows, or other riparian shrubs) within 300 feet of water. Over story in these habitats may be either large, gallery-forming trees 33 to 90 feet) or developing trees 10 to 30 feet, usually cottonwoods. Nesting habitats are found at low to mid-elevations (2,500 to 6,000 feet) in Utah. Cuckoos may require large tracts 100 to 200 acres of contiguous riparian nesting habitat; however, cuckoos are not strongly territorial and home ranges may overlap during the breeding season.

## RESULTS

**Bald Eagle (*Haliaeetus leucocephalus*)** The bald eagle is not known to nest in Duchesne County. Starvation Reservoir is in close proximity to the project areas, however the bird was not seen and is not likely to be found in the area.

**Barneby Ridge-Cress (*Lepidium barnebyanum*)** The project areas are within the desired elevation and are found on the Uinta Formation. However, the calcareous soils required by this species were not present at the sites.

**Black-footed Ferret (*Mustela nigripes*)** Prairie dog colonies were not found in any of the locations. Ferrets desire burrows and the food source of prairie dogs. No ferrets were seen during the survey.

**Black Swift (*Cypseloides niger*)** The project areas are at the lowest elevation this species is said to inhabit. No waterfalls were present at the locations, and there are no aspen or other alpine components in the vegetation. This species is not likely to exist in the project areas.

**Bluehead Sucker (*Catostomus discobolus*)** There are no deep rivers through the project locations. This species is not within the project locations. No water systems will be affected with this project.

**Bonneville Cutthroat Trout (*Oncorhynchus clarkia utah*)** The nearest known location of this species in Strawberry Reservoir over 26 miles away from the project locations. This species is not likely to be found in the project area.

**Bonytail (*Gila elegans*)** No rivers flow through the project areas; this species is not in the project areas.

**Burrowing Owl (*Athen cunicularia*)** There were no open fields or burrows in the project areas. This species is not likely to live in the project locations.

**Canada Lynx (*Lynx canadensis*)** There are no spruce-fir components in the project areas and the elevation is too low for the species requirements.

**Colorado Pike Minnow (*Ptychocheilus lucius*)** This species is not likely to be found in the project areas; no rivers are present.

**Colorado River Cutthroat Trout (*Oncorhynchus clarkia pleuriticus*)** No rivers flow through the project areas; this species is not in the project areas.

**Duchesne Greenthread (*Thelesperma pubescens* Dorn var. *caespitosum*)** The project locations are not on the Green River formation and the species is not likely to occur in the area.

**Ferruginous Hawk (*Buteo regalis*)** Habitat for this species does not occur in the project areas. The project locations are not considered grasslands and are not desirable habitat for the bird.

**Flannelmouth Sucker (*Catostomus latipinnis*)** This species is not likely to be found in the project areas; no rivers are present.

**Fringed Myotis (*Myotis thysanodes*)** In the project areas, there are no caves, mines, or rock crevices to suit the needs of this species. No evidence of this species was seen during the survey. It is not likely to be found in the area.

**Goodrich's Blazing Star (*Mentzelia goodrichii*)** The project location is at lower elevations than the species requirements and is not on the Green River formation.

**Goodrich Penstemon (*Penstemon goodrichii*)** The locations are within the elevations described and are on the Duchesne River Formation. Habitat for this species may be present, but no evidence or traces of this species was found during the surveys.

**Graham Beardtongue (*Penstemon grahamii*)** The project locations are not found on the Green River Formation and the species is not likely to be found in the area.

**Greater Sage Grouse (*Centrocercus urophasianus*)** The shrublands found in the project location are not adequate for sage grouse needs. This species is not likely to be found in the area.

**Humpback Chub (*Gila cypha*)** This species is not likely to be found in the project areas; no rivers are present.

**Kit Fox (*Vulpes macrotis*)** There are not open prairies found in the project area. Drainages and crevices needed for kit fox dens are not present and no burrows or any other evidence of the species was seen during the survey.

**Lewis's Woodpecker (*Melanerpes lewis*)** Habitat for this species is not present at any of the locations. Ponderosa pine, cottonwood, and sycamore trees are not found in the project area. This species is not likely to occur in the project area.

**Long-Billed Curlew (*Numenius americanus*)** Habitat for this species is not found at any of the locations. There are no open prairies or grasslands.

**Northern Goshawk (*Accipiter gentiles*)** The goshawk is not likely to nest in the project area. There are no multiple canopies in the pinyon and juniper or riparian areas. The trees lack height and density needed.

**Pariette Cactus (*Sclerocactus brevispinus*)** Clay badlands are not present in the project areas; the cactus is not likely to be found.

**Razorback Sucker (*Xyrauchen texanus*)** This species is not likely to be found in the project areas; no rivers are present.

**Roundtail Chub (*Gila robusta*)** This species is not likely to be found in the project areas; no rivers are present.

**Short-Eared Owl (*Asio flammeus*)** Habitat for this species is not favorable at the project locations. Open grasslands are not found. This species is not likely to be found in the area.

**Shrubby Reed-Mustard (*Schoenocrambe suffrutescens*)** The project location is not on the Green River formation. Although plant communities at the locations are similar to the species requirements, the shrubby reed-mustard is not likely to exist in the area. No specimens or remains were seen during the surveys.

**Smooth Greensnake (*Opheodrys vernalis*)** Moist grassy meadows are not found in the project area. The snake is not likely to exist at the project locations.

**Spotted Bat (*Euderma maculatum*)** In the project area, there are no caves, mines, or rock crevices to suit the needs of this species. No evidence of this species was seen during the survey. It is not likely to be found in the area.

**Townsend's Big-Eared Bat (*Corynorhinus townsendii*)** In the project areas, there are no caves, mines, or rock crevices to suit the needs of this species. No evidence of this species was seen during the survey. It is not likely to be found in the area.

**Uinta Basin Hookless Cactus (*Sclerocactus glaucus*)** The locations are found within the elevation range the species requires and are on alluvium soils and the Duchesne River Formation. Favorable habitat for this species is found in the project area. No evidence of the species occurring in the area was found during the surveys.

**Untermann Daisy (*Erigeron untermannii*)** The elevation of the project locations are below the range described for the species. However, the locations are on the Uinta formation and in pinion-juniper communities. No evidence of the species was found during the surveys and the species is not likely to occur at the locations.

**Ute Ladies Tresses (*Spiranthes diluvialis*)** There are no seeps, springs, or bogs found in the project locations. This species is not likely to exist at the locations.

**Yellow-Billed Cuckoo (*Coccyzus americanus*)** Riparian communities that this species requires are not present. There is no overstory canopy or dense understory. This species does not nest in the project area.

## CONCLUSIONS

Favorable habitat for the Uinta Basin hookless cactus and Goodrich penstemon is present at the project locations, however, no specimens or residual stems, stalks, or leaves were found during the survey. Habitat requirements of the other species mentioned are not present.

## **EIS STAFF**

Staff who were involved with the survey of these locations verify the survey completion and concur with the results and conclusions of this document.

Mel Coonrod

Derris Jones

Matthew Serfustini

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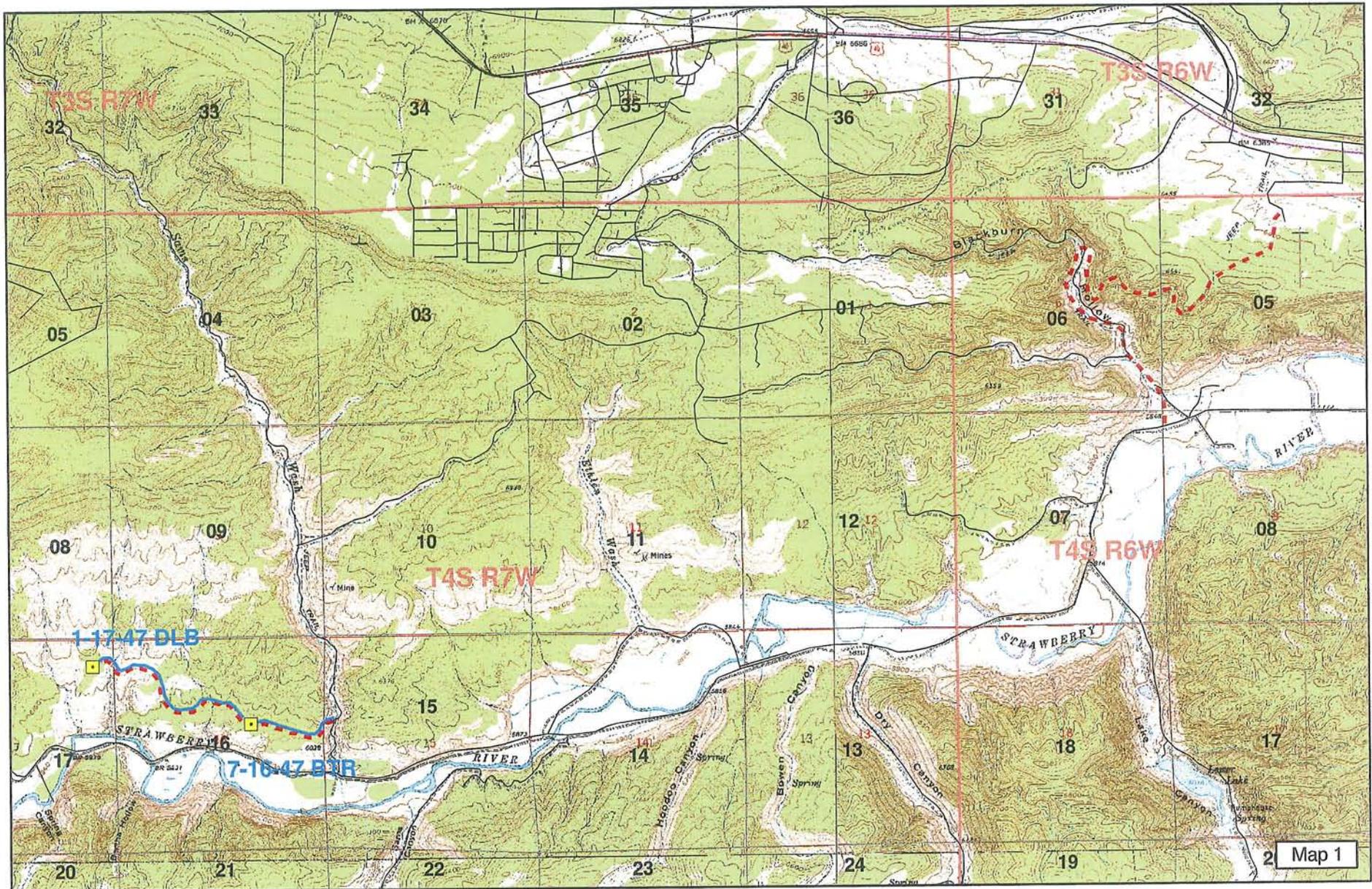
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**ATTACHMENT 1**  
**PROJECT LOCATION MAPS**




**Bill Barrett Corporation**  
 1099 18TH STREET  
 SUITE 2300  
 DENVER, CO 80202

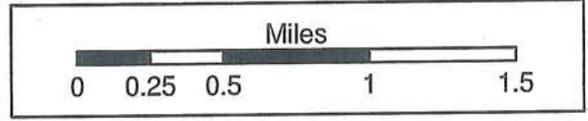

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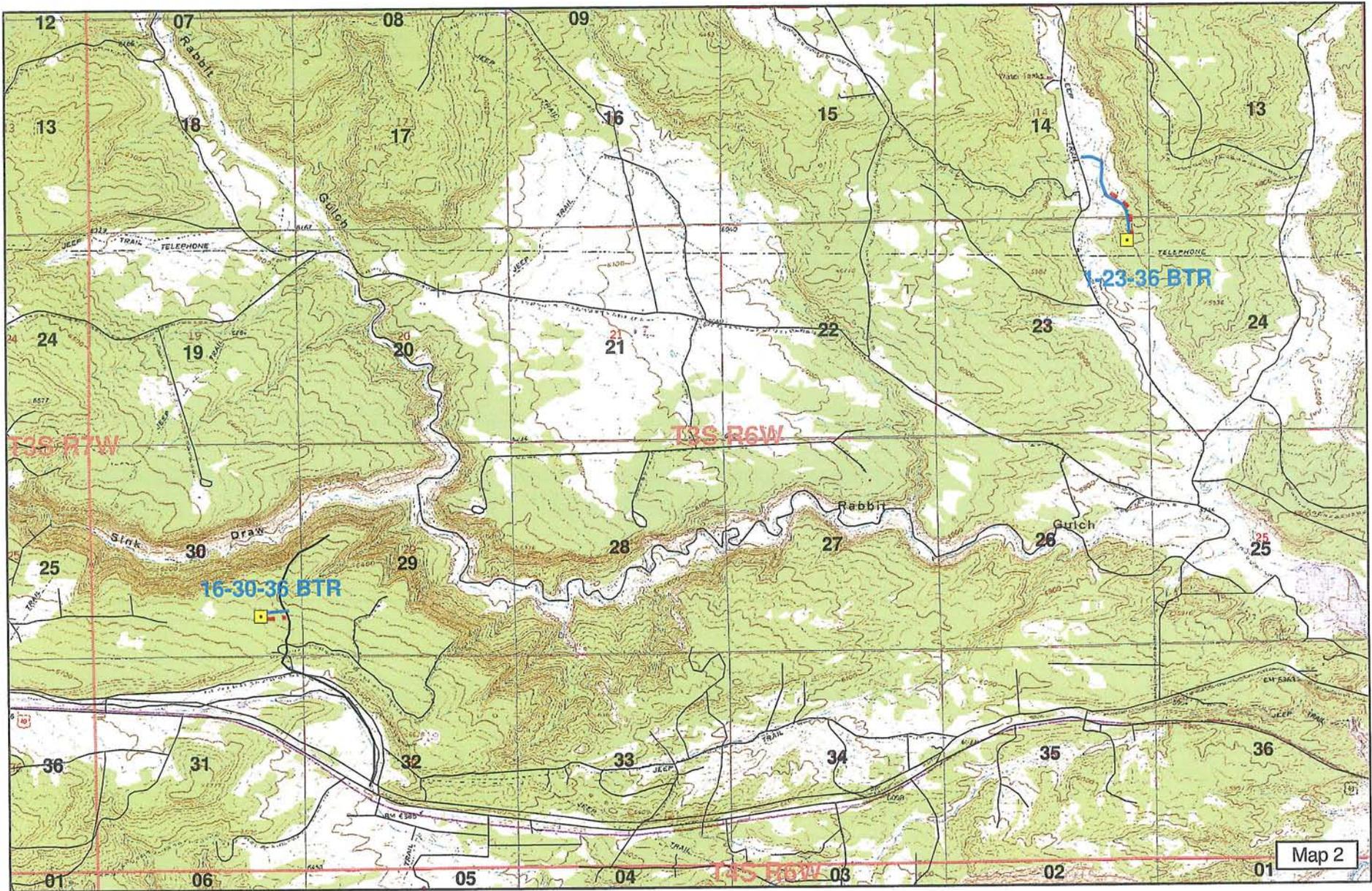
**Legend**

-  Surveved Pad
-  Surveved Road
-  Surveved Pipeline

**Black Tail Ridge Drilling Program  
TES Inventory**

Oct 21 &  
24, 2008






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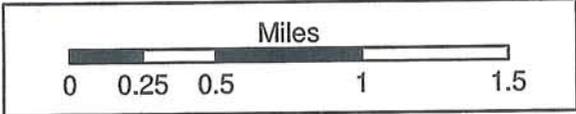

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**Legend**

-  Surveyed Pad
-  Surveyed Road
-  Surveyed Pipeline

**Black Tail Ridge Drilling Program  
TES Inventory**

Oct 21 &  
24, 2008



**ATTACHMENT 2**  
**HABITAT DESCRIPTION SPREADSHEET**

**Bill Barrett Corporation  
2008 Black Tail Ridge Drilling Project  
Habitat Description**

Well Number	Vegetation	Soil	Comments	Elevation (Feet)	Sections	Township (S)	Range (W)
1-17-47 DLB and Access Road	Pinion Juniper shrubland and woodland, sagebrush shrubland, and bedrock canyon and tablelands. Pinion, juniper, birch leaf mountain mahogany, Ephedra spp., winterfat, sagebrush, rabbitbrush, Eriogonum spp., goosefoot, Cryptantha spp., gilia spp., prickly pear, phlox, Astragalus spp., needle and thread grass, Indian ricegrass, cheat grass. Vegetation 40% cover. Majority is pinion and juniper.	Duchesne River, Uinta, Bridger, Crazy Hollow and other formations. Light brown sand loam with small cobble.	Access road partially on existing two track.	6060-6160	16, 17	4	7
1-23-36 BTR and Access Road	Pinion-juniper shrubland and bedrock canyon and tableland. Rabbitbrush, sagebrush, greasewood, shadscale, birch leaf mountain mahogany, Ephedra spp., yucca, halogeton, goosefoot, mustard spp., prickly pear, Erigeron spp., Eriogonum spp., Cryptantha spp., bottlebrush squirrel tail, stipa, Indian ricegrass, galleta, sand dropseed.	Duchesne River, Uinta, Bridger, Crazy Hollow and other formations. Soft pink-tan sand, no cobble with 80% organic soil. Exposed bedrock sandstone.		5840-5900	14, 23	3	6
7-16-47 BTR and Access Road	Pinion-juniper shrubland, bedrock canyon and tableland. Wyoming big sagebrush, four-wing saltbrush, greasewood, Eriogonum spp., Erigeron spp., prickly pear, Russian thistle, mustard spp., Cryptantha spp., goosefoot, aster spp., phlox spp., needle and thread grass, Indian ricegrass, blue grama, and bottlebrush squirrel tail. 30% vegetation cover <1% grass and forb growth for most of the road and pad.	Duchesne River, Uinta, Bridger, Crazy Hollow and other formations. Surficial alluvium and colluvium. Rolling sandy loam with small cobble. 0-10% sloped hills, 5% general slope to the southwest.	Access road partially on existing two track.	6000-6080	15, 16	4	7

Well Number	Vegetation	Soil		Elevation (Feet)	Sections	Township (S)	Range (W)
16-30-36 BTR and Access Road	Recently chained pinion-juniper area. Birch leaf mountain mahogany, Wyoming big sagebrush, fringe sage, winterfat, snakeweed, yucca, rabbitbrush, aster spp., Russian thistle, Penstemon spp., blue grama, Indian ricegrass, crested wheatgrass. 50-60% vegetation cover.	Duchesne River, Uinta, Bridger, Crazy Hollow and other formations. Sandy loam moderate cobble. 5% general northeast slope.	Recently disturbed chained and seeded.	6510-6560	30	3	6
Highway 40 to Strawberry River Connecting Road	Bedrock canyon and tableland, mixed low sagebrush shrubland, pinion-juniper shrubland and woodland. Shadscale, snakeweed, winterfat, Wyoming big sagebrush, rabbitbrush, Russian thistle, goosefoot, Eriogonum spp., mustard spp., primrose, Indian ricegrass, needle and thread grass, cheat grass, bottlebrush squirrel tail. Woodlands 30% vegetation. Shale slopes 1% vegetation. Shrubland 40% vegetation.	Duchesne River, Uinta, Bridger, Crazy Hollow and other formations. Surficial alluvium and colluvium. Nearly half of road is steep with shale flakes. Tan sandy loam with sparse understory in pinion-juniper areas.	Both ends of proposed road is pre-existing twotrack or road.	5830-6500	14, 23, 30 5, 6, 8 15, 16, 17	3 4 4	6 6 7

**ATTACHMENT 3  
PHOTOGRAPHS**

Bill Barrett Corporation 2008 Black Tail Ridge Drilling Project  
Threatened, Endangered, and Sensitive Species Habitat Delineation



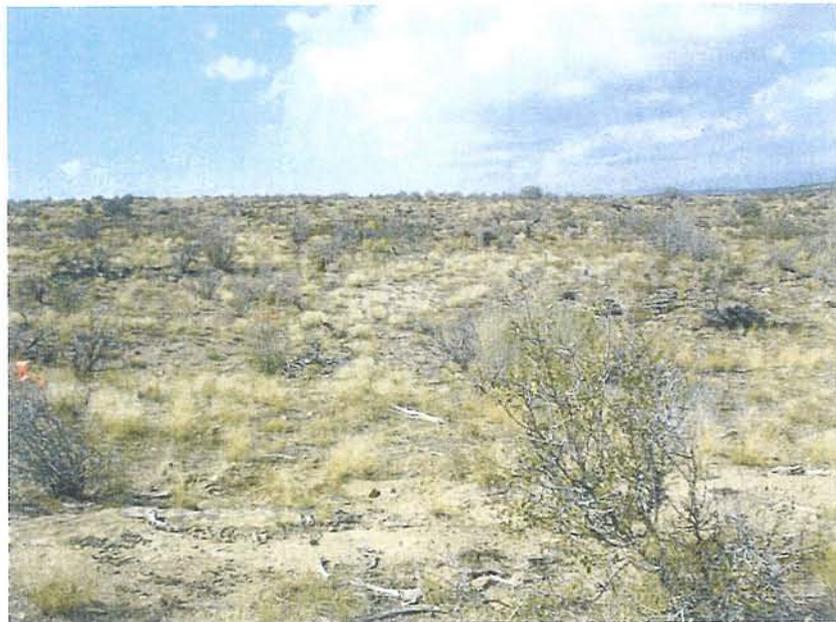
1-17-47 DLB Center Stake Facing Northeast



1-23-36 BTR Center Stake Facing North



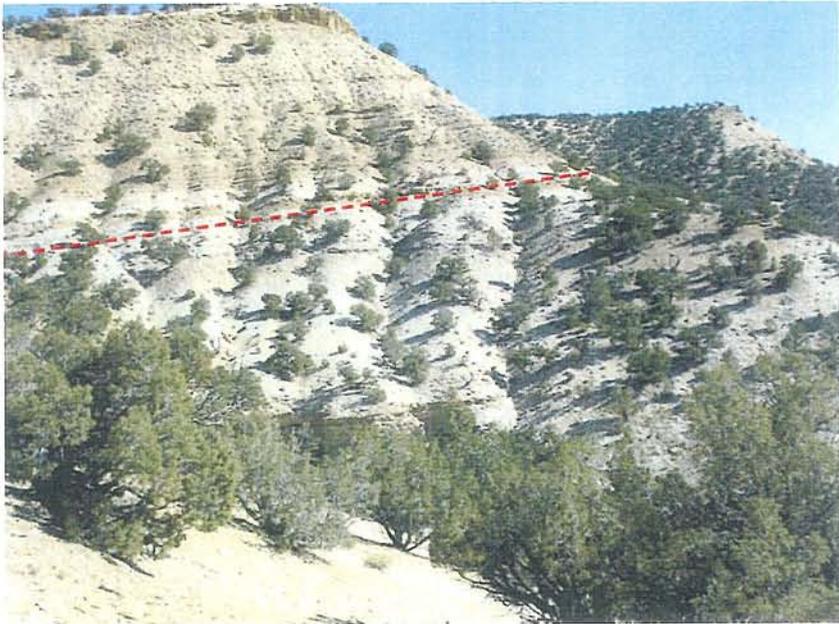
7-16-47 BTR Center Stake Facing North



16-30-36 BTR Access Road Facing East



Connecting Road    Woodland Area    Facing East



Connecting Road    Shale Slope Area    Facing East

# BILL BARRETT CORPORATION

#16-30-36 BTR

LOCATED IN DUCHESNE COUNTY, UTAH  
SECTION 26, T3S, R6W, U.S.B.&M.

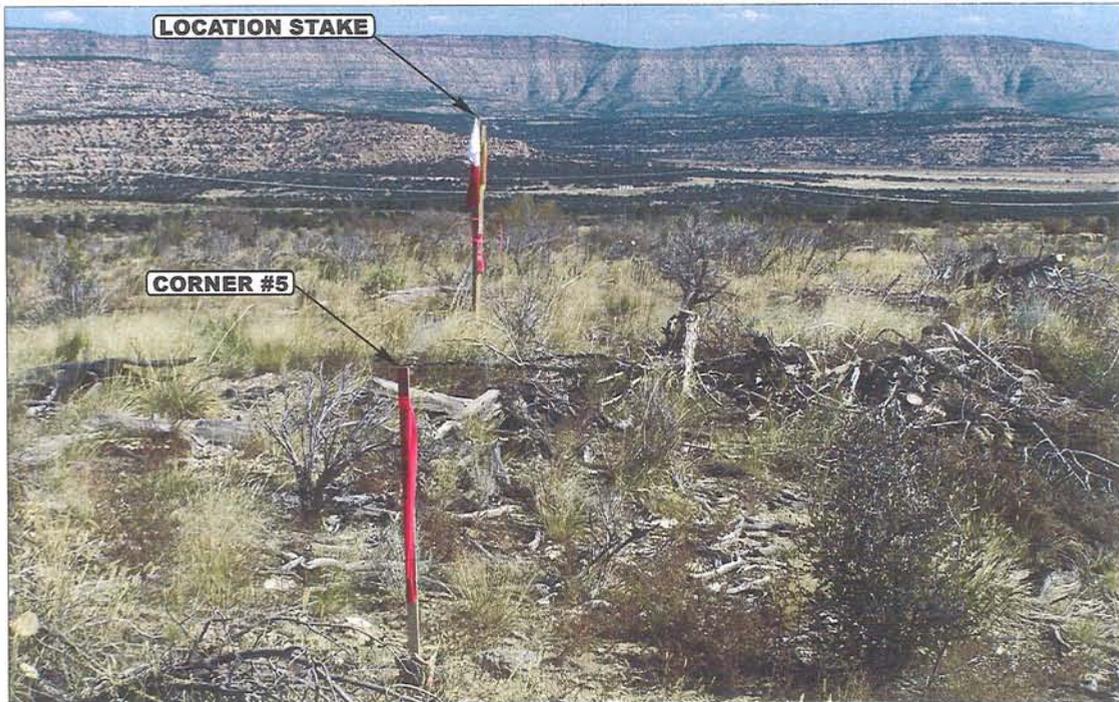


PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKE

CAMERA ANGLE: NORTHEASTERLY



PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS

CAMERA ANGLE: NORTHWESTERLY



**U  
E  
L  
S** Uintah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAX (435) 789-1813

**TOPOGRAPHIC** 10 14 08  
**MAP** MONTH DAY YEAR  
TAKEN BY: D.R. DRAWN BY: Z.L. REVISED: 00-00-00

PHOTO

- Since 1964 -

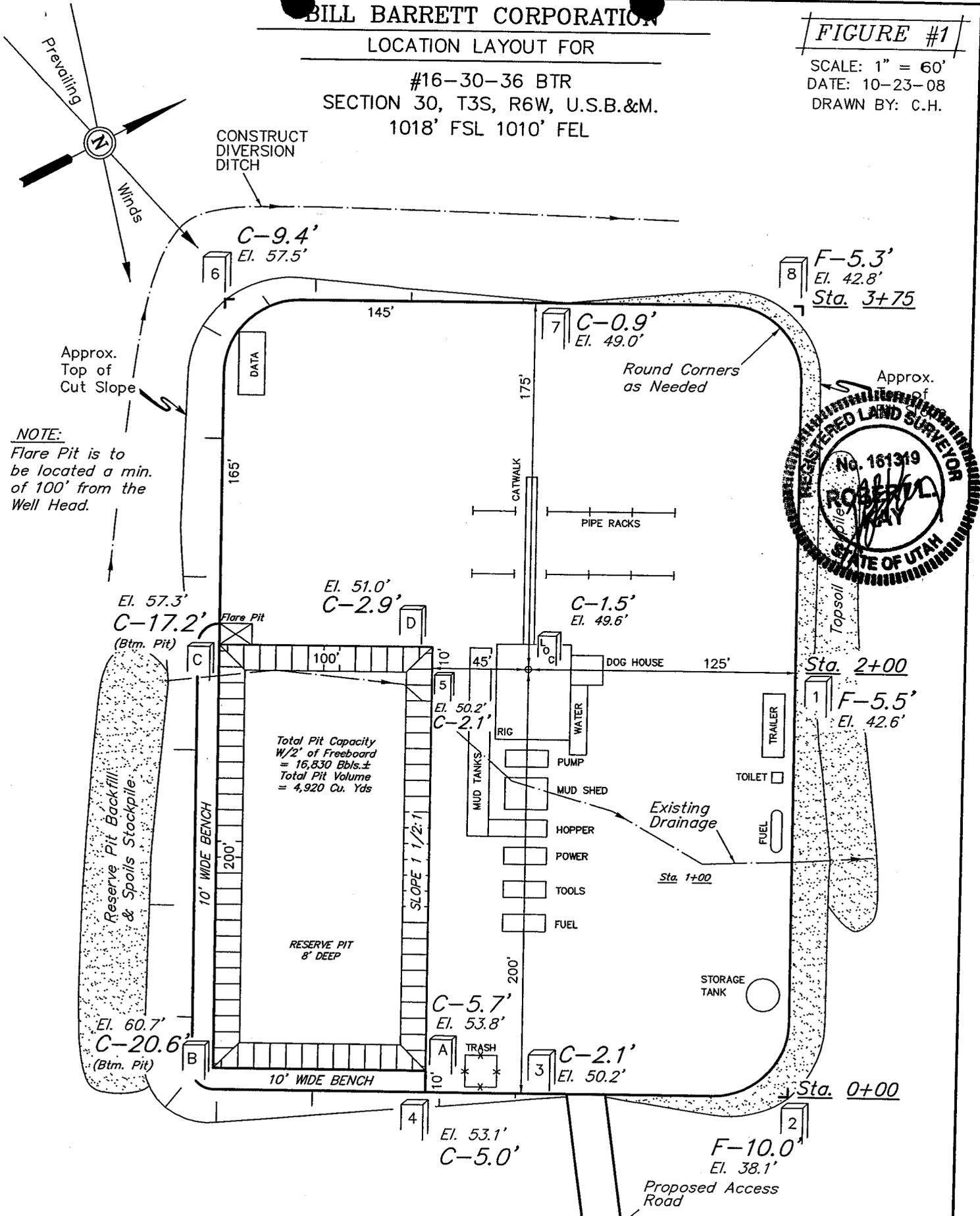
**BILL BARRETT CORPORATION**

LOCATION LAYOUT FOR

#16-30-36 BTR  
SECTION 30, T3S, R6W, U.S.B.&M.  
1018' FSL 1010' FEL

**FIGURE #1**

SCALE: 1" = 60'  
DATE: 10-23-08  
DRAWN BY: C.H.



**NOTE:**  
Flare Pit is to be located a min. of 100' from the Well Head.

Total Pit Capacity  
W/2' of Freeboard  
= 16,830 Bbls.±  
Total Pit Volume  
= 4,920 Cu. Yds

Reserve Pit Backfill  
& Spoils Stockpile

Elev. Ungraded Ground at Location Stake = 6549.6'  
Elev. Graded Ground at Location Stake = 6548.1'

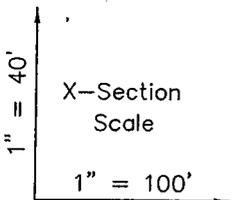
**UINTAH ENGINEERING & LAND SURVEYING**  
85 So. 200 East \* Vernal, Utah 84078 \* (435) 789-1017

**BILL BARRETT CORPORATION**

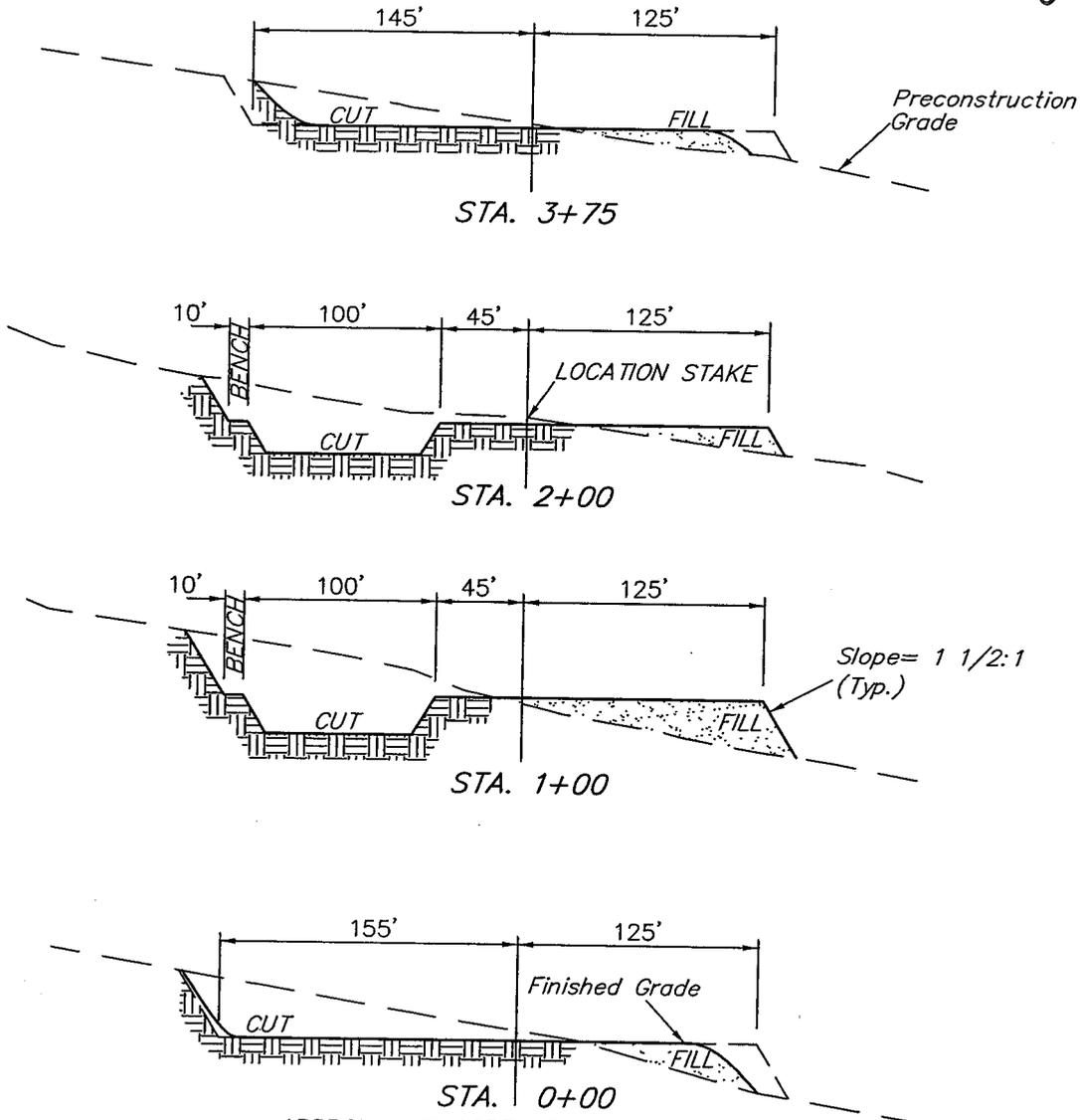
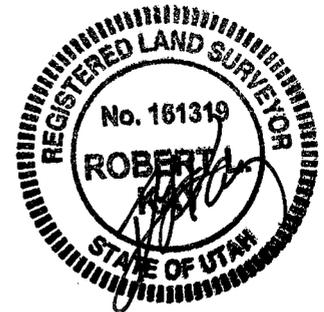
**TYPICAL CROSS SECTIONS FOR**

**#16-30-36 BTR  
SECTION 30, T3S, R6W, U.S.B.&M.  
1018' FSL 1010' FEL**

**FIGURE #2**



DATE: 10-23-08  
DRAWN BY: C.H.



NOTE:

Topsoil should not be Stripped Below Finished Grade on Substructure Area.

APPROXIMATE ACREAGES

WELL SITE DISTURBANCE = ±3.122 ACRES  
ACCESS ROAD DISTURBANCE = ±0.329 ACRES  
PIPELINE DISTURBANCE = ±0.352 ACRES  
TOTAL = ±3.803 ACRES

\* NOTE:

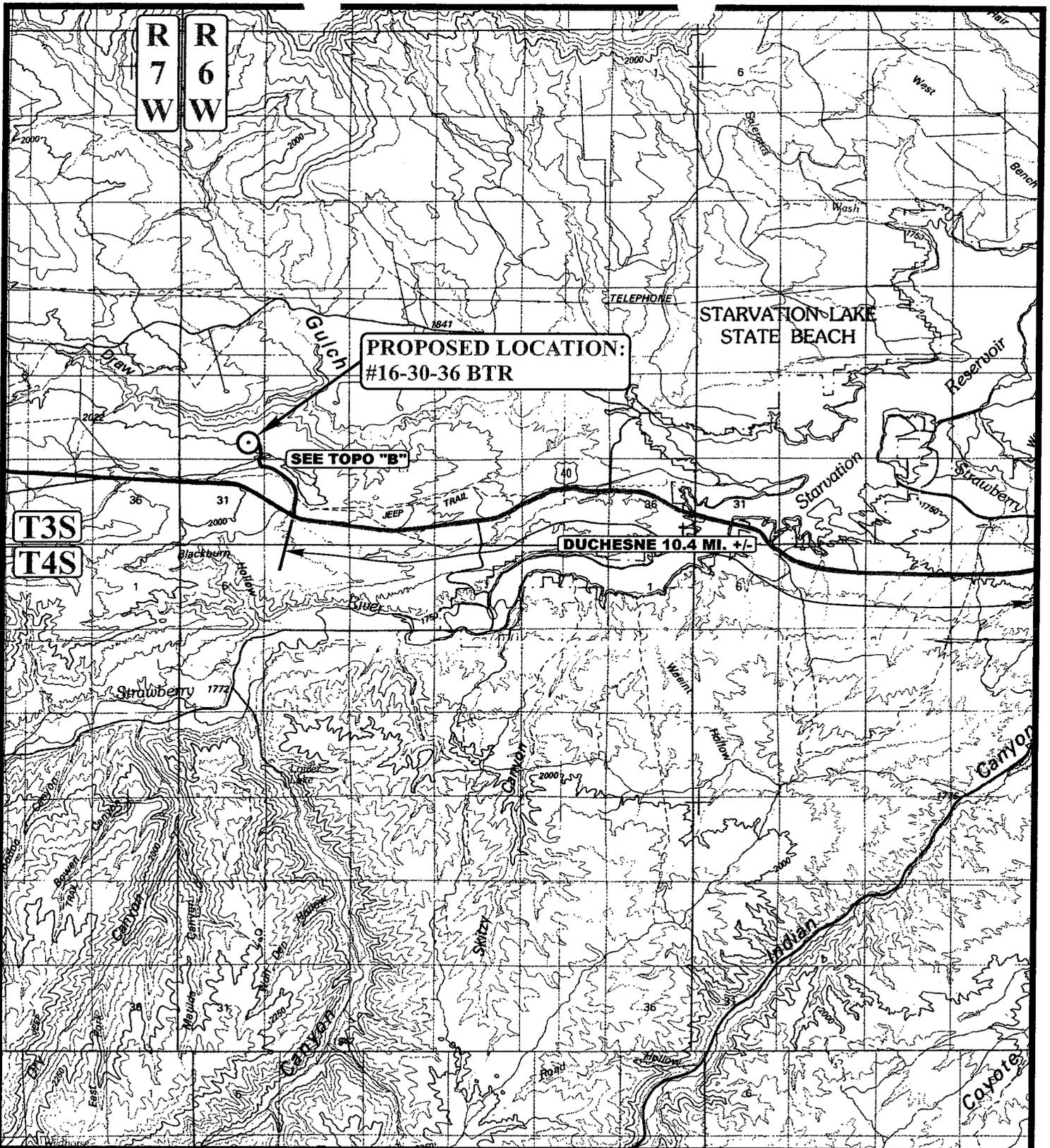
FILL QUANTITY INCLUDES 5% FOR COMPACTION

APPROXIMATE YARDAGES

CUT  
(6") Topsoil Stripping = 2,260 Cu. Yds.  
Remaining Location = 17,510 Cu. Yds.  
**TOTAL CUT = 19,770 CU.YDS.**  
**FILL = 8,710 CU.YDS.**

EXCESS MATERIAL = 11,060 Cu. Yds.  
Topsoil & Pit Backfill (1/2 Pit Vol.) = 4,720 Cu. Yds.  
EXCESS UNBALANCE (After Rehabilitation) = 6,340 Cu. Yds.

**UINTAH ENGINEERING & LAND SURVEYING**  
85 So. 200 East \* Vernal, Utah 84078 \* (435) 789-1017



**LEGEND:**

○ PROPOSED LOCATION



**BILL BARRETT CORPORATION**

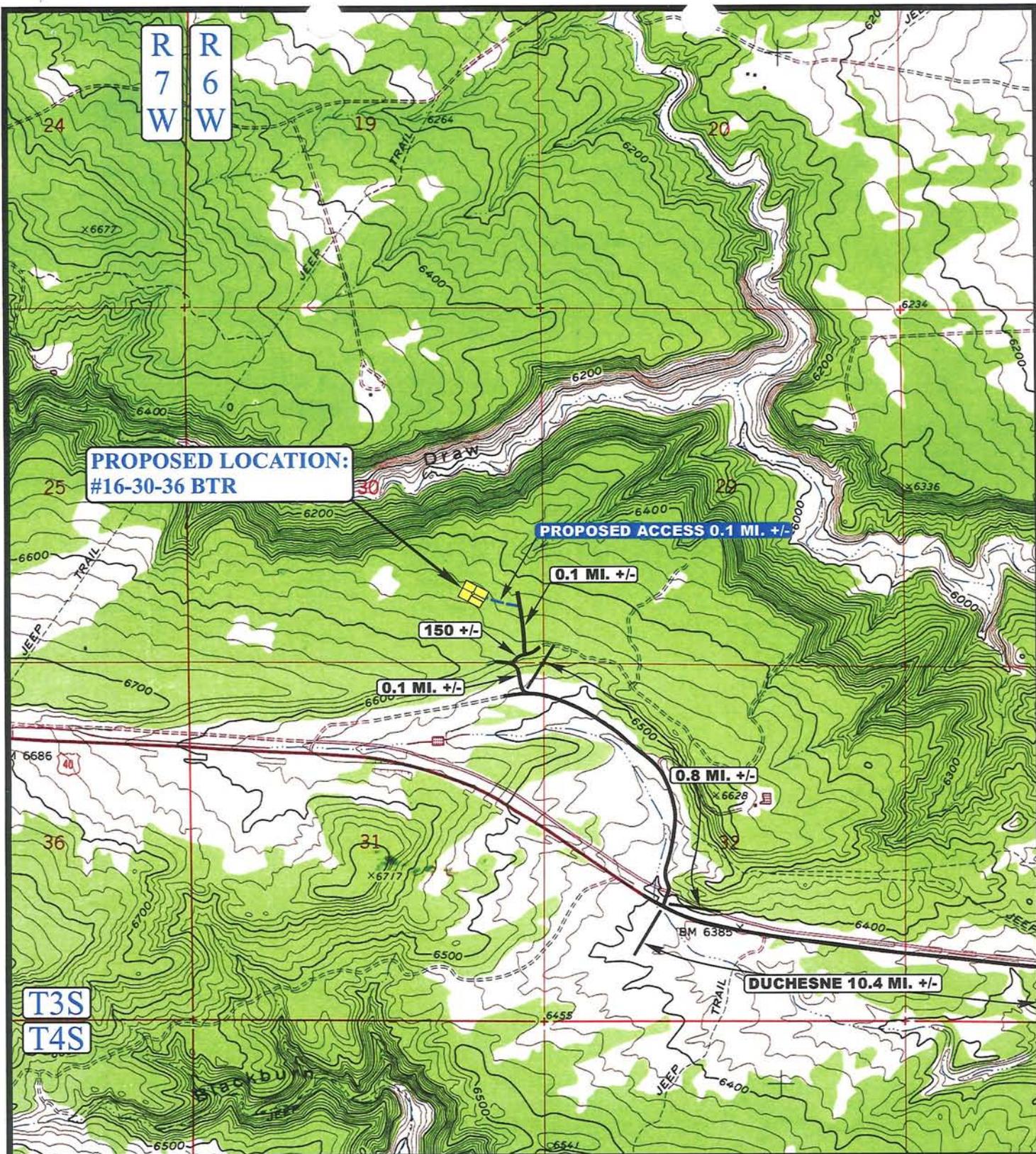
#16-30-36 BTR  
SECTION 30, T3S, R6W, U.S.B.&M.  
1018' FSL 1010' FEL



Utah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAX (435) 789-1813

TOPOGRAPHIC MAP  
10 14 08  
MONTH DAY YEAR  
SCALE: 1:100,000 | DRAWN BY: Z.L. | REVISED: 00-00-00





**LEGEND:**

- EXISTING ROAD
- PROPOSED ACCESS ROAD



**BILL BARRETT CORPORATION**

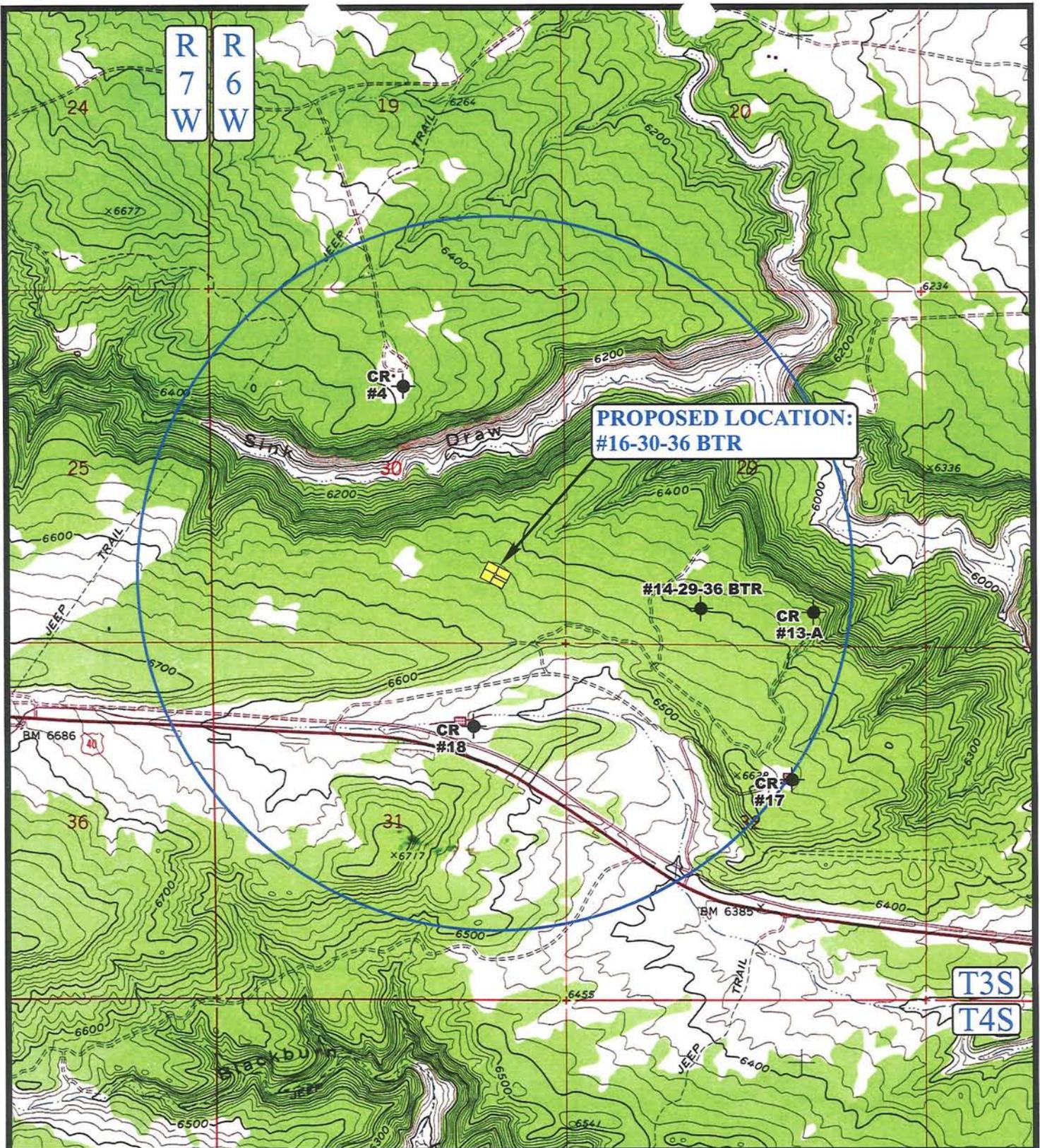
#16-30-36 BTR  
 SECTION 30, T3S, R6W, U.S.B.&M.  
 1018' FSL 1010' FEL



Uintah Engineering & Land Surveying  
 85 South 200 East Vernal, Utah 84078  
 (435) 789-1017 \* FAX (435) 789-1813

**TOPOGRAPHIC MAP**  
 10 14 08  
 MONTH DAY YEAR  
 SCALE: 1" = 2000' DRAWN BY: Z.L. REVISED: 00-00-00





**PROPOSED LOCATION:  
#16-30-36 BTR**

**LEGEND:**

- ⊗ DISPOSAL WELLS
- PRODUCING WELLS
- ⊖ SHUT IN WELLS
- ⊗ WATER WELLS
- ABANDONED WELLS
- TEMPORARILY ABANDONED



**BILL BARRETT CORPORATION**

#16-30-36 BTR  
SECTION 30, T3S, R6W, U.S.B.&M.  
1018' FSL 1010' FEL



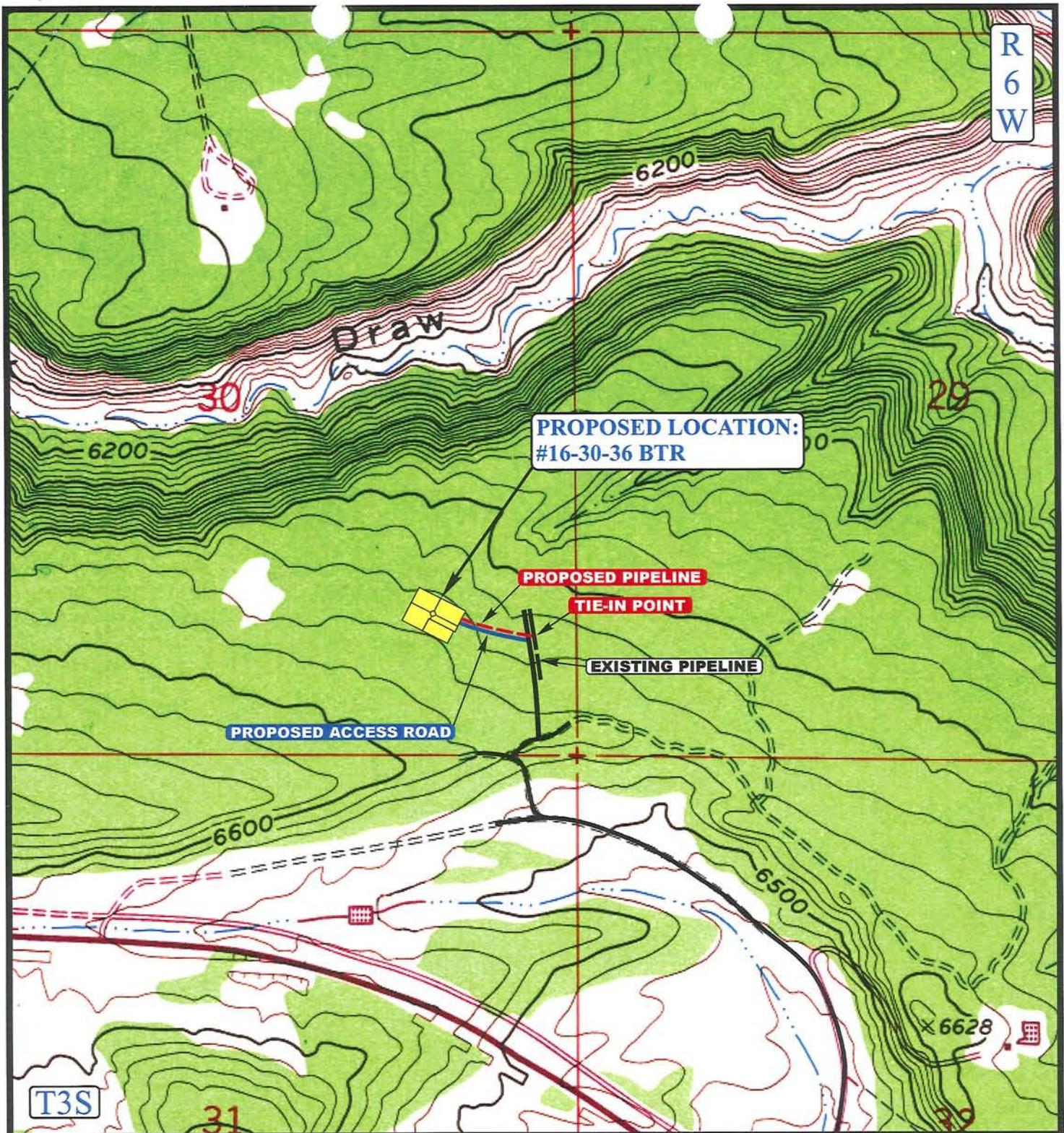
Uintah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAX (435) 789-1813

**TOPOGRAPHIC  
MAP**

**10 14 08**  
MONTH DAY YEAR

SCALE: 1" = 2000' DRAWN BY: Z.L. REVISED: 00-00-00





**APPROXIMATE TOTAL PIPELINE DISTANCE = 511' +/-**

**LEGEND:**

-  EXISTING PIPELINE
-  PROPOSED PIPELINE
-  PROPOSED ACCESS



**BILL BARRETT CORPORATION**

#16-30-36 BTR  
SECTION 30, T3S, R6W, U.S.B.&M.  
1018' FSL 1010' FEL



Uintah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAX (435) 789-1813

**TOPOGRAPHIC  
MAP**

**10 14 08**  
MONTH DAY YEAR

SCALE: 1" = 1000' DRAWN BY: Z.L. REVISED: 00-00-00



**WORKSHEET  
APPLICATION FOR PERMIT TO DRILL**

APD RECEIVED: 11/12/2008

API NO. ASSIGNED: 43-013-34135

WELL NAME: 16-30-36 BTR  
 OPERATOR: BILL BARRETT CORP ( N2165 )  
 CONTACT: REED HADDOCK

PHONE NUMBER: 303-312-8546

PROPOSED LOCATION:  
 SESE 30 030S 060W  
 SURFACE: 1018 FSL 1010 FEL  
 BOTTOM: 1018 FSL 1010 FEL  
 COUNTY: DUCHESNE  
 LATITUDE: 40.18647 LONGITUDE: -110.5993  
 UTM SURF EASTINGS: 534108 NORTHINGS: 4448320  
 FIELD NAME: CEDAR RIM ( 80 )

INSPECT LOCATN BY: / /		
Tech Review	Initials	Date
Engineering		
Geology		
Surface		

LEASE TYPE: 2 - Indian  
 LEASE NUMBER: 20G0005608  
 SURFACE OWNER: 4 - Fee

PROPOSED FORMATION: WSTC  
 COALBED METHANE WELL? NO

RECEIVED AND/OR REVIEWED:

Plat  
 Bond: Fed[] Ind[2] Sta[] Fee[]  
 (No. WYB000040 )  
 Potash (Y/N)  
 Oil Shale 190-5 (B) or 190-3 or 190-13  
 Water Permit  
 (No. MUNICIPAL )  
 RDCC Review (Y/N)  
 (Date: )  
 Fee Surf Agreement (Y/N)  
 Intent to Commingle (Y/N)

LOCATION AND SITING:

\_\_\_ R649-2-3.  
 Unit: \_\_\_\_\_  
 \_\_\_ R649-3-2. General  
 Siting: 460 From Qtr/Qtr & 920' Between Wells  
 \_\_\_ R649-3-3. Exception  
 Drilling Unit  
 Board Cause No: 139-77  
 Eff Date: 6-18-2007  
 Siting: 600' fr w b drj & 1320' fr other wells.  
 \_\_\_ R649-3-11. Directional Drill

COMMENTS: Needs Permit (11-26-08)

STIPULATIONS: 1- Lease Approval  
2- STATEMENT OF BASIS

API Number: 4301334135

Well Name: 16-30-36 BTR

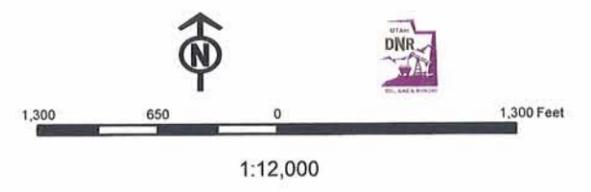
Township 03.0 S Range 06.0 W Section 30

Meridian: UBM

Operator: BILL BARRETT CORP

Map Prepared:  
Map Produced by Diana Mason

- |               |                           |
|---------------|---------------------------|
| <b>Units</b>  | <b>Wells Query Events</b> |
| <b>STATUS</b> | ✕ <all other values>      |
| ACTIVE        | GIS_STAT_TYPE             |
| EXPLORATORY   | <Null>                    |
| GAS STORAGE   | APD                       |
| NF PP OIL     | DRL                       |
| NF SECONDARY  | GI                        |
| PI OIL        | GS                        |
| PP GAS        | LA                        |
| PP GEOTHERML  | NEW                       |
| PP OIL        | OPS                       |
| SECONDARY     | PA                        |
| TERMINATED    | PGW                       |
| <b>Fields</b> | POW                       |
| <b>STATUS</b> | RET                       |
| ACTIVE        | SGW                       |
| COMBINED      | SOW                       |
| Sections      | TA                        |
| Township      | TW                        |
|               | WD                        |
|               | WI                        |
|               | WS                        |



# Application for Permit to Drill

## Statement of Basis

12/23/2008

Utah Division of Oil, Gas and Mining

Page 1

<b>APD No</b>	<b>API WellNo</b>	<b>Status</b>	<b>Well Type</b>	<b>Surf Ownr</b>	<b>CBM</b>
1187	43-013-34135-00-00		OW	P	No
<b>Operator</b>	BILL BARRETT CORP		<b>Surface Owner-APD</b>		
<b>Well Name</b>	16-30-36 BTR		<b>Unit</b>		
<b>Field</b>	CEDAR RIM		<b>Type of Work</b>		
<b>Location</b>	SESE 30 3S 6W U 1018 FSL 1010 FEL GPS Coord (UTM) 534108E 4448320N				

### Geologic Statement of Basis

The mineral rights for the proposed well are owned by the Ute Tribe. The BLM will be the agency responsible for evaluating and approving the drilling casing and cement programs.

Brad Hill  
APD Evaluator

12/23/2008  
Date / Time

### Surface Statement of Basis

This presite evaluation was conducted on 11/26/2008. Participants included Richard Powell (DOGM), Pat Rainbolt (DWR), David Gordon (BLM), and Bryon Getchell (Bill Barrett Corporation). Reserve pit liner requirements were discussed between Bryon Getchell and Richard Powell and it was determined that a 12 mil liner and felt subliner would be required due to the permeability of the soil, the exposed rock which may necessitate blasting. David Gordon expressed concern that the diversion ditch outlines on the location layout be constructed. Pat Rainbolt stated that an agreement had been signed between the DWR and Bill Barrett Corp, which stipulate that no construction of drilling activities will take place from December 1 to April 15. Mr. Rainbolt also requested that production equipment and tanks are painted olive green to most closely blend in with the landscape. This appears to be a good location for placement of the well.

Richard Powell  
Onsite Evaluator

11/26/2008  
Date / Time

### Conditions of Approval / Application for Permit to Drill

Category	Condition
Pits	A synthetic liner with a minimum thickness of 12 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	Drainages adjacent to the proposed pad shall be diverted around the location.
Surface	The reserve pit shall be fenced upon completion of drilling operations.

# ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

**Operator** BILL BARRETT CORP  
**Well Name** 16-30-36 BTR  
**API Number** 43-013-34135-0      **APD No** 1187      **Field/Unit** CEDAR RIM  
**Location:** 1/4,1/4 SESE      **Sec** 30      **Tw** 3S      **Rng** 6W      1018 FSL 1010 FEL  
**GPS Coord (UTM)** 534107      4448324      **Surface Owner**

## Participants

Richard Powell (DOGM), Pat Rainbolt (DWR), David Gordon (BLM), Bryon Getchell (Bill Barrett Corp.)

## Regional/Local Setting & Topography

The area around this location slopes gradually north toward a fairly large draw which drains into rabbit Gulch to the east. Hwy 40 is approximately 1/3 mile to the south of this location. Rabbit Gulch dominates the topography of this area, which lies west of Starvation Reservoir and north of Hwy 40. The drainages of this area lead to Rabbit Gulch, which then drains to the Starvation Reservoir near Duchesne, UT.

## Surface Use Plan

### **Current Surface Use**

Wildlife Habitat

Deer Winter Range

### **New Road**

<b>Miles</b>	<b>Well Pad</b>	<b>Src Const Material</b>	<b>Surface Formation</b>
0.1	<b>Width</b> 270	<b>Length</b> 375	Onsite

**Ancillary Facilities** N

## Waste Management Plan Adequate? Y

## Environmental Parameters

**Affected Floodplains and/or Wetland** N

### **Flora / Fauna**

Flora: Indian rice grass, crested wheat grass, galletta grass, pinyon juniper, sagebrush, oak brush

Fauna: Deer, elk, coyote, bobcat, black bear, cougar, raptors, rabbit

### **Soil Type and Characteristics**

Sandy clay soil with scattered rock on surface

**Erosion Issues** N

**Sedimentation Issues** N

**Site Stability Issues** N

**Drainage Diversion Required** N

**Berm Required?** N

Erosion Sedimentation Control Required? N

Paleo Survey Run?

Paleo Potential Observed? N

Cultural Survey Run? Y

Cultural Resources?

Reserve Pit

**Site-Specific Factors**

**Site Ranking**

<b>Distance to Groundwater (feet)</b>	100 to 200	5
<b>Distance to Surface Water (feet)</b>	>1000	0
<b>Dist. Nearest Municipal Well (ft)</b>	>5280	0
<b>Distance to Other Wells (feet)</b>	>1320	0
<b>Native Soil Type</b>	Mod permeability	10
<b>Fluid Type</b>	Fresh Water	5
<b>Drill Cuttings</b>	Normal Rock	0
<b>Annual Precipitation (inches)</b>	10 to 20	5
<b>Affected Populations</b>	<10	0
<b>Presence Nearby Utility Conduits</b>	Not Present	0

**Final Score** 25 1 **Sensitivity Level**

**Characteristics / Requirements**

Reserve pit is 100' by 200' by 8' deep. A 12mil liner over a felt sub-liner will be used

**Closed Loop Mud Required?** N

**Liner Required?** Y

**Liner Thickness** 12

**Pit Underlayment Required?** Y

Other Observations / Comments

Richard Powell  
Evaluator

11/26/2008  
Date / Time



GARY R. HERBERT  
Governor

GREGORY S. BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

May 3, 2010

Bill Barrett Corporation  
1099 18th Street, Suite 2300  
Denver, CO 80202

Subject: 16-30-36 BTR Well, 1018' FSL, 1010' FEL, SE SE, Sec. 30, T. 3 South, R. 6 West,  
Duchesne County, Utah

Ladies and Gentlemen:

Pursuant to the provisions and requirements of Utah Code Ann. § 40-6-1 *et seq.*, Utah Administrative Code R649-3-1 *et seq.*, and the attached Conditions of Approval, approval to drill the referenced well is granted.

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date. The API identification number assigned to this well is 43-013-34135.

Sincerely,

Gil Hunt  
Associate Director

GLH/js  
Enclosures

cc: Duchesne County Assessor  
Bureau of Land Management, Vernal Office



**Operator:** Bill Barrett Corporation

**Well Name & Number** 16-30-36 BTR

**API Number:** 43-013-34135

**Lease:** 2OG0005608

**Location:** SE SE    Sec. 30    T. 3 South    R. 6 West

### Conditions of Approval

1. General

Compliance with the requirements of Utah Admin. R. 649-1 *et seq.*, the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

2. Notification Requirements

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during drilling of this well:

- Within 24 hours following the spudding of the well – contact Carol Daniels at 801-538-5284 (please let a voicemail message if not available)

OR

Submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website at <http://oilgas.ogm.utah.gov>

Notify the Division prior to commencing operations to plug and abandon the well.

- Contact Dustin Doucet at (801) 538-5281 office  
(801) 733-0983 after office hours

3. Reporting Requirements

All reports, forms and submittals as required by the Utah Oil and Gas Conservation General Rules will be promptly filed with the Division of Oil, Gas and Mining, including but not limited:

- Entity Action Form (Form 6) – due within 5 days of spudding the well
- Monthly Status Report (Form 9) – due by 5<sup>th</sup> day of the following calendar month
- Requests to Change Plans (Form 9) – due prior to implementation
- Written Notice of Emergency Changes (Form 9) – due within 5 days
- Notice of Operations Suspension or Resumption (Form 9) – due prior to implementation
- Report of Water Encountered (Form 7) – due within 30 days after completion
- Well Completion Report (Form 8) – due within 30 days after completion or plugging

4. State approval of this well does not supersede the required federal approval, which must be obtained prior to drilling.

5. Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis. (Copy Attached)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

RECEIVED  
VERNAL FIELD OFFICE

2009 NOV 10 PM

APPLICATION FOR PERMIT TO DRILL OR REENTER

5. Lease Serial No. BIA-EDA-20G0005608	
6. Indian, Allottee or Tribe Name Ute Indian Tribe	
7. Unit or CA Agreement, Name and No.	
8. Lease Name and Well No. # 16-30-36 BTR	
9. API Well No. Pending 43 013 39135	
3a. Address 1099 18th Street, Suite 2300, Denver, CO 80202	3b. Phone No. (include area code) (303) 312-8546
10. Field and Pool, or Exploratory Altamont	
11. Sec., T. R. M. or Blk. and Survey or Area Sec. 30, T3S, R6W U.S.B.&M.	
12. County or Parish Duchesne	
13. State UT	
14. Distance in miles and direction from nearest town or post office* Approximately 11.5 miles northwest of Duchesne, UT	
15. Distance from proposed* location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 1010' FEL	16. No. of acres in lease N/A
17. Spacing Unit dedicated to this well 640	
18. Distance from proposed location* to nearest well, drilling, completed, applied for, on this lease, ft. 2,220' abandoned oil well	19. Proposed Depth 9,528'
20. BLM/BIA Bond No. on file Nationwide Bond # WYB000040 LPM 8874725	
21. Elevations (Show whether DF, KDB, RT, GL, etc.) 6550' Ungraded Ground	22. Approximate date work will start* 03/01/2009
	23. Estimated duration 45 days

24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No.1, must be attached to this form:

- Well plat certified by a registered surveyor.
- A Drilling Plan.
- A Surface Use Plan (if the location is on National Forest System Lands, the SUPO must be filed with the appropriate Forest Service Office).
- Bond to cover the operations unless covered by an existing bond on file (see Item 20 above).
- Operator certification
- Such other site specific information and/or plans as may be required by the BLM.

25. Signature <i>Reed Haddock</i>	Name (Printed/Typed) Reed Haddock	Date 11/07/2008
--------------------------------------	--------------------------------------	--------------------

Title  
Permit Analyst

Approved by (Signature) <i>James H. Sparger</i>	Name (Printed/Typed) James H. Sparger	Date JUN 22 2010
--	--	---------------------

Title  
ACTING Assistant Field Manager  
Lands & Mineral Resources

Office  
VERNAL FIELD OFFICE

Application approval does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Conditions of approval, if any, are attached. **CONDITIONS OF APPROVAL ATTACHED**

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

\*(Instructions on page 2)

NOS NA  
AFMSS# 09SS0089A

NOTICE OF APPROVAL

RECEIVED

JUL 19 2010

DIV. OF OIL, GAS & MINING

UDOGM

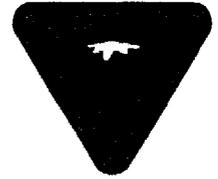


UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
VERNAL FIELD OFFICE

170 South 500 East

VERNAL, UT 84078

(435) 781-4400



**CONDITIONS OF APPROVAL FOR APPLICATION FOR PERMIT TO DRILL**

Company: Bill Barrett Corporation  
Well No: 16-30-36 BTR  
API No: 43-013-34135

Location: SESE, Sec. 30, T3S, R6W  
Lease No: 2OG0005608  
Agreement: N/A

**OFFICE NUMBER: (435) 781-4400**  
**OFFICE FAX NUMBER: (435) 781-3420**

**A COPY OF THESE CONDITIONS SHALL BE FURNISHED TO YOUR  
FIELD REPRESENTATIVE TO INSURE COMPLIANCE**

All lease and/or unit operations are to be conducted in such a manner that full compliance is made with the applicable laws, regulations (43 CFR Part 3160), and this approved Application for Permit to Drill including Surface and Downhole Conditions of Approval. The operator is considered fully responsible for the actions of his subcontractors. A copy of the approved APD must be on location during construction, drilling, and completion operations. **This permit is approved for a two (2) year period, or until lease expiration, whichever occurs first. An additional extension, up to two (2) years, may be applied for by sundry notice prior to expiration.**

**NOTIFICATION REQUIREMENTS**

Construction Activity (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- The Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist shall be notified at least 48 hours in advance of any construction activity. The Ute Tribal office is open Monday through Thursday.
Construction Completion (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- Upon completion of the pertinent APD/ROW construction, notify the Ute Tribe Energy & Minerals Dept. for a Tribal Technician to verify the Affidavit of Completion. Notify the BLM Environmental Scientist prior to moving on the drilling rig.
Spud Notice (Notify BLM Petroleum Engineer)	- Twenty-Four (24) hours prior to spudding the well.
Casing String & Cementing (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to running casing and cementing all casing strings to: <a href="mailto:ut_vn_opreport@blm.gov">ut_vn_opreport@blm.gov</a> .
BOP & Related Equipment Tests (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to initiating pressure tests.
First Production Notice (Notify BLM Petroleum Engineer)	- Within Five (5) business days after new well begins or production resumes after well has been off production for more than ninety (90) days.

**SURFACE USE PROGRAM  
CONDITIONS OF APPROVAL (COAs)**

**CONDITIONS OF APPROVAL:**

- The operator will strictly adhere to all Stipulations and Conditions of Approval associated with the Utah Division of Wildlife Resources (UDWR) Site-Specific Environmental Assessment DUC-0910EA-055 and 054.
- Any deviation of submitted APD's and ROW applications the operator will notify the UDWR in writing and will receive written authorization of any such change with appropriate authorization.
- The operator will implement "Safety and Emergency Plan." The operator's safety director will ensure its compliance.
- All operator employees and/or authorized personnel (sub-contractors) in the field will have approved applicable APD's and ROW permits/authorizations on their person(s) during all phases of construction.
- All vehicular traffic, personnel movement, construction/restoration operations shall be confined to the area examined and approved, and to the existing roadways and/or evaluated access routes.
- All personnel shall refrain from collecting artifacts, any paleontological fossils, and from disturbing any significant cultural resources in the area.
- The personnel from the UDWR shall be notified should cultural remains from subsurface deposits be exposed or identified during construction. All construction will cease.

**DOWNHOLE PROGRAM  
CONDITIONS OF APPROVAL (COAs)**

**SITE SPECIFIC DOWNHOLE COAs:**

- All casing strings below the conductor shall be pressure tested to 0.22 psi/foot or 1500 psi, whichever is greater but not to exceed 70% of the internal yield.
- The production casing cement shall extend a minimum of 200 feet above the surface casing shoe.
- A Cement Bond Log (CBL) shall be run in the production casing from the TD to the top of cement. A field copy of the CBL shall be submitted to the BLM Vernal Field Office for review.

**All provisions outlined in Onshore Oil & Gas Order #2 Drilling Operations shall be strictly adhered to.** The following items are emphasized:

**DRILLING/COMPLETION/PRODUCING OPERATING STANDARDS**

- The spud date and time shall be reported orally to Vernal Field Office within 24 hours of spudding.
- Notify Vernal Field Office Supervisory Petroleum Engineering Technician at least 24 hours in advance of casing cementing operations and BOPE & casing pressure tests.
- All requirements listed in Onshore Order #2 III. E. Special Drilling Operations are applicable for air drilling of surface hole.
- Blowout prevention equipment (BOPE) shall remain in use until the well is completed or abandoned. Closing unit controls shall remain unobstructed and readily accessible at all times. Choke manifolds shall be located outside of the rig substructure.
- All BOPE components shall be inspected daily and those inspections shall be recorded in the daily drilling report. Components shall be operated and tested as required by Onshore Oil & Gas Order No. 2 to insure good mechanical working order. All BOPE pressure tests shall be performed by a test pump with a chart recorder and **NOT** by the rig pumps. Test shall be reported in the driller's log.
- BOP drills shall be initially conducted by each drilling crew within 24 hours of drilling out from under the surface casing and weekly thereafter as specified in Onshore Oil & Gas Order No. 2.
- Casing pressure tests are required before drilling out from under all casing strings set and cemented in place.
- No aggressive/fresh hard-banded drill pipe shall be used within casing.
- **Cement baskets shall not be run on surface casing.**

- The operator must report all shows of water or water-bearing sands to the BLM. If flowing water is encountered it must be sampled, analyzed, and a copy of the analyses submitted to the BLM Vernal Field Office.
- The operator must report encounters of all non oil & gas mineral resources (such as Gilsonite, tar sands, oil shale, trona, etc.) to the Vernal Field Office, in writing, within 5 working days of each encounter. Each report shall include the well name/number, well location, date and depth (from KB or GL) of encounter, vertical footage of the encounter and, the name of the person making the report (along with a telephone number) should the BLM need to obtain additional information.
- A complete set of angular deviation and directional surveys of a directional well will be submitted to the Vernal BLM office engineer within 30 days of the completion of the well.
- While actively drilling, chronologic drilling progress reports shall be filed directly with the BLM, Vernal Field Office on a weekly basis in sundry, letter format or e-mail to the Petroleum Engineers until the well is completed.
- A cement bond log (CBL) will be run from the production casing shoe to the top of cement and shall be utilized to determine the bond quality for the production casing. Submit a field copy of the CBL to this office.
- **Please submit an electronic copy of all other logs run on this well in LAS format to UT\_VN\_Wellogs@BLM.gov. This submission will supersede the requirement for submittal of paper logs to the BLM.**
- There shall be no deviation from the proposed drilling, completion, and/or workover program as approved. Safe drilling and operating practices must be observed. Any changes in operation must have prior approval from the BLM Vernal Field Office.

## **OPERATING REQUIREMENT REMINDERS:**

- All wells, whether drilling, producing, suspended, or abandoned, shall be identified in accordance with 43 CFR 3162.6. There shall be a sign or marker with the name of the operator, lease serial number, well number, and surveyed description of the well.
- In accordance with 43 CFR 3162.4-3, this well shall be reported on the "Monthly Report of Operations" (Oil and Gas Operations Report ((OGOR)) starting with the month in which operations commence and continue each month until the well is physically plugged and abandoned. This report shall be filed in duplicate, directly with the Minerals Management Service, P.O. Box 17110, Denver, Colorado 80217-0110, or call 1-800-525-7922 (303) 231-3650 for reporting information.
- Should the well be successfully completed for production, the BLM Vernal Field office must be notified when it is placed in a producing status. Such notification will be by written communication and must be received in this office by not later than the fifth business day following the date on which the well is placed on production. The notification shall provide, as a minimum, the following informational items:
  - Operator name, address, and telephone number.
  - Well name and number.
  - Well location (¼¼, Sec., Twn, Rng, and P.M.).
  - Date well was placed in a producing status (date of first production for which royalty will be paid).
  - The nature of the well's production, (i.e., crude oil, or crude oil and casing head gas, or natural gas and entrained liquid hydrocarbons).
  - The Federal or Indian lease prefix and number on which the well is located; otherwise the non-Federal or non-Indian land category, i.e., State or private.
  - Unit agreement and/or participating area name and number, if applicable.
  - Communitization agreement number, if applicable.
- Any venting or flaring of gas shall be done in accordance with Notice to Lessees (NTL) 4A and needs prior approval from the BLM Vernal Field Office.
- All undesirable events (fires, accidents, blowouts, spills, discharges) as specified in NTL 3A will be reported to the BLM, Vernal Field Office. Major events, as defined in NTL3A, shall be reported verbally within 24 hours, followed by a written report within 15 days. "Other than Major Events" will be reported in writing within 15 days. "Minor Events" will be reported on the Monthly Report of Operations and Production.

- Whether the well is completed as a dry hole or as a producer, "Well Completion and Recompletion Report and Log" (BLM Form 3160-4) shall be submitted not later than 30 days after completion of the well or after completion of operations being performed, in accordance with 43 CFR 3162.4-1. Two copies of all logs run, core descriptions, and all other surveys or data obtained and compiled during the drilling, workover, and/or completion operations, shall be filed on BLM Form 3160-4. Submit with the well completion report a geologic report including, at a minimum, formation tops, and a summary and conclusions. Also include deviation surveys, sample descriptions, strip logs, core data, drill stem test data, and results of production tests if performed. Samples (cuttings, fluid, and/or gas) shall be submitted only when requested by the BLM, Vernal Field Office.
- All off-lease storage, off-lease measurement, or commingling on-lease or off-lease, shall have prior written approval from the BLM Vernal Field Office.
- Oil and gas meters shall be calibrated in place prior to any deliveries. The BLM Vernal Field Office Petroleum Engineers will be provided with a date and time for the initial meter calibration and all future meter proving schedules. A copy of the meter calibration reports shall be submitted to the BLM Vernal Field Office. All measurement facilities will conform to the API standards for liquid hydrocarbons and the AGA standards for natural gas measurement. All measurement points shall be identified as the point of sale or allocation for royalty purposes.
- A schematic facilities diagram as required by Onshore Oil & Gas Order No. 3 shall be submitted to the BLM Vernal Field Office within 30 days of installation or first production, whichever occurs first. All site security regulations as specified in Onshore Oil & Gas Order No. 3 shall be adhered to. All product lines entering and leaving hydrocarbon storage tanks will be effectively sealed in accordance with Onshore Oil & Gas Order No. 3.
- Any additional construction, reconstruction, or alterations of facilities, including roads, gathering lines, batteries, etc., which will result in the disturbance of new ground, shall require the filing of a suitable plan and need prior approval of the BLM Vernal Field Office. Emergency approval may be obtained orally, but such approval does not waive the written report requirement.
- No location shall be constructed or moved, no well shall be plugged, and no drilling or workover equipment shall be removed from a well to be placed in a suspended status without prior approval of the BLM Vernal Field Office. If operations are to be suspended for more than 30 days, prior approval of the BLM Vernal Field Office shall be obtained and notification given before resumption of operations.
- Pursuant to Onshore Oil & Gas Order No. 7, this is authorization for pit disposal of water produced from this well for a period of 90 days from the date of initial production. A permanent disposal method must be approved by this office and in operation prior to the end of this 90-day period. In order to meet this deadline, an application for the proposed permanent disposal method shall be submitted along with any necessary water analyses, as soon as possible, but no later than 45 days after the date of first production. Any method of disposal which has not been approved prior to the end of the authorized 90-day period will be considered as an Incident of Noncompliance and will be grounds for issuing a shut-in order until an acceptable manner for disposing of said water is provided and approved by this office.

- Unless the plugging is to take place immediately upon receipt of oral approval, the Field Office Petroleum Engineers must be notified at least 24 hours in advance of the plugging of the well, in order that a representative may witness plugging operations. If a well is suspended or abandoned, all pits must be fenced immediately until they are backfilled. The "Subsequent Report of Abandonment" (Form BLM 3160-5) must be submitted within 30 days after the actual plugging of the well bore, showing location of plugs, amount of cement in each, and amount of casing left in hole, and the current status of the surface restoration.

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>  <b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
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<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE  <b>7. UNIT or CA AGREEMENT NAME:</b>
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<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 16-30-36 BTR
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<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341350000
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<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> CEDAR RIM
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<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1018 FSL 1010 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 30 Township: 03.0S Range: 06.0W Meridian: U	<b>COUNTY:</b> DUCHESNE  <b>STATE:</b> UTAH
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11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: 3/15/2011  <input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:  <input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:  <input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:	<input type="checkbox"/> ACIDIZE <input checked="" type="checkbox"/> <b>CHANGE TO PREVIOUS PLANS</b> <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.  
 Request to change drilling plans for this well. Cement plans were changed.  
 See attached revised drilling plan.

**Accepted by the  
 Utah Division of  
 Oil, Gas and Mining**  
  
**Date:** 03/09/2011  
**By:** *Derek Quist*

<b>NAME (PLEASE PRINT)</b> Tracey Fallang	<b>PHONE NUMBER</b> 303 312-8134	<b>TITLE</b> Regulatory Manager
<b>SIGNATURE</b> N/A	<b>DATE</b> 3/7/2011	

**BILL BARRETT CORPORATION**  
**DRILLING PLAN**  
**3/07/2011**

**16-30-36 BTR Well Pad**

SESE, 1018' FSL & 1010' FEL, Section 30-T3S-R6W, USB&M (surface hole)  
 SESE, 1018' FSL & 1010' FEL, Section 30-T3S-R6W, USB&M (bottom hole)  
 Duchesne County, Utah

**1 - 2. Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals**

<b>Formation</b>	<b>Depth – MD</b>
Lower Green River	5212'*
Douglas Creek	6044'
Black Shale	6814'
Castle Peak	6943'
Wasatch	7776' *
TD	9528'

\*PROSPECTIVE PAY

The Wasatch and the Lower Green River are primary objectives for oil/gas.

**3. BOP and Pressure Containment Data**

<b>Depth Intervals</b>	<b>BOP Equipment</b>
0 – 3000'	No pressure control required
3000' – TD	11" 5000# Ram Type BOP 11" 5000# Annular BOP
- Drilling spool to accommodate choke and kill lines;	
- Ancillary equipment and choke manifold rated at 5,000 psi. All BOP and BOPE tests will be in accordance with the requirements of onshore Order No. 2;	
- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests.	
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up To operate most efficiently in this manner.	

**4. Casing Program**

**A) Planned Program**

<b>Hole Size</b>	<b>SETTING DEPTH (FROM) (TO)</b>		<b>Casing Size</b>	<b>Casing Weight</b>	<b>Casing Grade</b>	<b>Thread</b>	<b>Condition</b>
26"	Surface	80'	16"	65#			
12 1/4"	surface	3,000'	9 5/8"	36#	J or K 55	ST&C	New
8 3/4"	surface	TD	5 1/2"	17#	P-110	LT&C	New

For any liner ran BBC intends to have a minimum of 200' of liner overlap.

**5. Cementing Program**

16" Conductor Casing	Grout
9 5/8" Surface Casing	Approximately 450 sx Halliburton Light Premium with additives mixed at 11.0 ppg (yield = 3.16 ft <sup>3</sup> /sx) circulated to surface with 75% excess. Approximately 210 sx Halliburton Premium Plus cement with additives mixed at 14.8 ppg (yield = 1.36 ft <sup>3</sup> /sx), calculated hole volume with 75% excess.
5 1/2" Production Casing	Approximately 630 sx Tuned Light cement with additives mixed at 11.0 ppg (yield = 2.31 ft <sup>3</sup> /sx). Approximately 870 sx Halliburton Econocem cement with additives mixed at 13.5 ppg (yield = 1.42 ft <sup>3</sup> /sx). Top of cement to be determined by log and sample evaluation; estimated TOC 2,500'.

**6. Mud Program**

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss (API filtrate)</u>	<u>Remarks</u>
0' – 80'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
80' – 3,000'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
3,000' – TD	8.6 – 9.6	42-52	20 cc or less	DAP Polymer Fluid System
Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.				

**7. Testing, Logging and Core Programs**

Cores	None anticipated;
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface). FMI & Sonic Scanner to be run at geologist's discretion.

If BBC pursues the "Alternate" program, a suite of the above logs will be run on both the intermediate and production hole sections.

**8. Anticipated Abnormal Pressures or Temperatures**

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 4756 psi\* and maximum anticipated surface pressure equals approximately 2660 psi\*\* (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

\*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

\*\*Maximum surface pressure = A – (0.22 x TD)

Bill Barrett Corporation  
Drilling Program  
# 16-30-36 BTR  
Duchesne County, Utah

9. **Auxiliary Equipment**

- a) Upper Kelly cock; lower Kelly cock will be installed while drilling
- b) Inside BOP or stab-in valve (available on rig floor)
- c) Safety valve(s) and subs to fit all string connections in use  
Mud monitoring will be visually observed

10. **Location and Type of Water Supply**

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W.

11. **Drilling Schedule**

Location Construction:	Approximately March 15, 2011
Spud:	Approximately April 1, 2011
Duration:	15 days drilling time 45 days completion time

## **PRESSURE CONTROL EQUIPMENT – Schematic Attached**

**A. Type: Eleven (11) Inch Double Gate Hydraulic BOP with Eleven (11) Inch Annular Preventer.** The blow out preventer will be equipped as follows:

1. One (1) blind ram (above).
2. One (1) pipe ram (below).
3. Drilling spool with two (2) side outlets (choke side 3-inch minimum, kill side 2-inch minimum).
4. 3-inch diameter choke line.
5. Two (2) choke line valves (3-inch minimum).
6. Kill line (2-inch minimum).
7. Two (2) chokes with one (1) remotely controlled from the rig floor.
8. Two (2) kill line valves, and a check valve (2-inch minimum).
9. Upper and lower kelly cock valves with handles available.
10. Safety valve(s) & subs to fit all drill string connections in use.
11. Inside BOP or float sub available.
12. Pressure gauge on choke manifold.
13. Fill-up line above the uppermost preventer.

**B. Pressure Rating:** 5,000 psi

**C. Testing Procedure:**

### Annular Preventer

At a minimum, the Annular Preventer will be pressure tested to 50% of the rated working pressure for a period of ten (10) minutes or until provisions of the test are met, whichever is longer.

At a minimum the above pressure test will be performed:

1. When the annular preventer is initially installed;
2. Whenever any seal subject to test pressure is broken;
3. Following related repairs; and
4. At thirty (30) day intervals.

In addition, the Annular Preventer will be functionally operated at least weekly.

### Blow-Out Preventer

At a minimum, the BOP, choke manifold, and related equipment will be pressure tested to the approved working pressure of the BOP stack (if isolated from the surface casing by a test plug) or to 70% of the internal yield strength of the surface casing (if the BOP is not isolated from the casing by a test plug). Pressure will be

maintained for a period of at least ten (10) minutes or until the requirements of the test are met, whichever is longer.

At a minimum, the above pressure test will be performed:

1. When the BOP is initially installed;
2. Whenever any seal subject to test pressure is broken;
3. Following related repairs; and
4. At thirty (30) day intervals.

In addition the pipe and blind rams will be activated each trip, but not more than once each day. All BOP drills and tests will be recorded in the IADC driller's log.

#### **D. Choke Manifold Equipment:**

All choke lines will be straight lines unless turns use tee blocks or are targeted with running tees, and will be anchored to prevent whip and vibration.

#### **E. Accumulator:**

The accumulator will have sufficient capacity to open the hydraulically-controlled choke line valve (if so equipped), close all rams plus the annular preventer, and retain a minimum of 200 psi above precharge on the closing manifold without the use of closing unit pumps. The fluid reservoir capacity will be double the usable fluid volume of the accumulator system capacity and the fluid level of the reservoir will be maintained at the manufacturer's recommendations.

The BOP system will have two (2) independent power sources to close the preventers. Nitrogen bottles (3 minimum) will be one (1) of these independent power sources and will maintain a charge equal to the manufacturer's specifications.

The accumulator precharge pressure test will be conducted prior to connecting the closing unit to the BOP stack and at least once every six (6) months thereafter. The accumulator pressure will be corrected if the measured precharge pressure is found to be above or below the maximum or minimum limits specified in the *Onshore Oil & Gas Order Number 2*.

A manual locking device (i.e. hand wheels) or automatic locking device will be installed on all systems of 2M or greater. A valve will be installed in the closing line as close as possible to the annular preventer to act as a locking device. This valve will be maintained in the open position and will be closed only when the power source for the accumulator is inoperative.

Remote controls shall be readily accessible to the driller. Remote controls for all 3M or greater systems will be capable of closing all preventers. Remote controls for 5M or greater systems will be capable of both opening and closing all preventers. Master controls will be at the accumulator and will be capable of opening and closing all preventers and the choke line valve (if so equipped).

**F. Miscellaneous Information:**

The Blow-Out Preventer and related pressure control equipment will be installed, tested and maintained in compliance with the specifications in and requirements of *Onshore Oil & Gas Order Number 2*. The hydraulic BOP closing unit will be located at least twenty-five (25) feet from the well head but readily accessible to the driller. Exact locations and configurations of the hydraulic BOP closing unit will depend upon the particular rig contracted to drill this hole.

A flare line will be installed after the choke manifold, extending 125 feet (minimum) from the center of the drill hole to a separate flare pit.



# Bill Barrett Corporation

## LAKE CANYON & BLACK TAIL RIDGE CEMENT VOLUMES

3/7/2011

**Well Name:** 16-30-36 BTR

### Surface Hole Data:

Total Depth:	3,000'
Top of Cement:	0'
OD of Hole:	12.250"
OD of Casing:	9.625"

### Calculated Data:

Lead Volume:	1370.2	ft <sup>3</sup>
Lead Fill:	2,500'	
Tail Volume:	274.0	ft <sup>3</sup>
Tail Fill:	500'	

### Cement Data:

Lead Yield:	3.16	ft <sup>3</sup> /sk
% Excess:	75%	
Top of Lead:	0'	

### Calculated # of Sacks:

# SK's Lead:	450
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Tail Yield:	1.36	ft <sup>3</sup> /sk
% Excess:	75%	
Top of Tail:	2,500'	

# SK's Tail:	210
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### Production Hole Data:

Total Depth:	9,528'
Top of Cement:	2,500'
Top of Tail:	6,314'
OD of Hole:	8.750"
OD of Casing:	5.500"

### Calculated Data:

Lead Volume:	1445.1	ft <sup>3</sup>
Lead Fill:	3,814'	
Tail Volume:	1217.9	ft <sup>3</sup>
Tail Fill:	3,214'	

### Cement Data:

Lead Yield:	2.31	ft <sup>3</sup> /sk
Tail Yield:	1.42	ft <sup>3</sup> /sk
% Excess:	50%	

### Calculated # of Sacks:

# SK's Lead:	630
# SK's Tail:	870

## 16-30-36 BTR Proposed Cementing Program

<u>Job Recommendation</u>	<u>Surface Casing</u>
<b>Lead Cement - (2500' - 0')</b>	
Halliburton Light Premium	Fluid Weight: 11.0 lbm/gal
5.0 lbm/sk Silicalite Compacted	Slurry Yield: 3.16 ft <sup>3</sup> /sk
0.25 lbm/sk Kwik Seal	Total Mixing Fluid: 19.48 Gal/sk
0.125 lbm/sk Poly-E-Flake	Top of Fluid: 0'
2.0% Bentonite	Calculated Fill: 2,500'
	Volume: 244.02 bbl
	<b>Proposed Sacks: 450 sks</b>
 <b>Tail Cement - (TD - 2500')</b>	
Premium Cement	Fluid Weight: 14.8 lbm/gal
2.0% Calcium Chloride	Slurry Yield: 1.36 ft <sup>3</sup> /sk
	Total Mixing Fluid: 6.37 Gal/sk
	Top of Fluid: 2,500'
	Calculated Fill: 500'
	Volume: 48.80 bbl
	<b>Proposed Sacks: 210 sks</b>

<u>Job Recommendation</u>	<u>Production Casing</u>
<b>Lead Cement - (6314' - 2500')</b>	
Tuned Light™ System	Fluid Weight: 11.0 lbm/gal
	Slurry Yield: 2.31 ft <sup>3</sup> /sk
	Total Mixing Fluid: 10.65 Gal/sk
	Top of Fluid: 2,500'
	Calculated Fill: 3,814'
	Volume: 257.36 bbl
	<b>Proposed Sacks: 630 sks</b>
 <b>Tail Cement - (9528' - 6314')</b>	
Econocem™ System	Fluid Weight: 13.5 lbm/gal
0.125 lbm/sk Poly-E-Flake	Slurry Yield: 1.42 ft <sup>3</sup> /sk
1.0 lbm/sk Granulite TR 1/4	Total Mixing Fluid: 6.61 Gal/sk
	Top of Fluid: 6,314'
	Calculated Fill: 3,214'
	Volume: 216.90 bbl
	<b>Proposed Sacks: 870 sks</b>



BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corporation Rig Name/# Triple A Drilling  
Submitted By Brady Riley Phone Number 303-312-8115  
Well Name/Number 16-30-36 BTR  
Qtr/Qtr SESE Section 30 Township 3S Range 6W  
Lease Serial Number 2OG0005608  
API Number 43-013-34135

Spud Notice – Spud is the initial spudding of the well, not drilling out below a casing string.

Date/Time 04/07/2011 10:00 AM  PM

Casing – Please report time casing run starts, not cementing times.

- Surface Casing
- Intermediate Casing
- Production Casing
- Liner
- Other

RECEIVED

APR 06 2011

DIV. OF OIL, GAS & MINING

Date/Time \_\_\_\_\_ AM  PM

BOPE

- Initial BOPE test at surface casing point
- BOPE test at intermediate casing point
- 30 day BOPE test
- Other

Date/Time \_\_\_\_\_ AM  PM

Remarks \_\_\_\_\_  
\_\_\_\_\_

BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corp. Rig Name/# Patterson Rig 506  
Submitted By Lawrence Lorenzen Phone Number 435-828-6095  
Well Name/Number 16-30-36 BTR  
Qtr/Qtr SE/SE Section 30 Township 3S Range 6W  
Lease Serial Number 2OG0005608 *-Surface - see*  
API Number 43-013-34135

Spud Notice – Spud is the initial spudding of the well, not drilling out below a casing string.

Date/Time \_\_\_\_\_ AM  PM

Casing – Please report time casing run starts, not cementing times.

- Surface Casing
- Intermediate Casing
- Production Casing
- Liner
- Other

RECEIVED  
APR 18 2011  
DIV. OF OIL, GAS & MINING

Date/Time 04/17/2011 8:00 AM  PM

BOPE

- Initial BOPE test at surface casing point
- BOPE test at intermediate casing point
- 30 day BOPE test
- Other

Date/Time 4/18/2011 6:00 AM  PM

Remarks

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

FORM 6

**ENTITY ACTION FORM**

Operator: Bill Barrett Corporation Operator Account Number: N 2165  
 Address: 1099 18th Street, Suite 2300  
city Denver  
state CO zip 80202 Phone Number: (303) 312-8115

**Well 1**

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301350431	LC Fee 12H-32-46		NESE	32	4S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
A	99999	18003	3/23/2011			4/25/11	
<b>Comments:</b> Spudding Operation was conducted by Triple A Drilling @ 8:00 am. GRVL = GR-WS BHL = NWSW							

**Well 2**

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301350573	16-31D-36 BTR		SESE	31	3S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
A	99999	18004	3/24/2011			4/25/11	
<b>Comments:</b> Spudding Operation was conducted by Triple A Drilling @ 1:00 pm. GR-WS BHL = SESE							

**Well 3**

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301334135	16-30-36 BTR		SESE	30	3S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
A	99999	18005	4/7/2011			4/25/11	
<b>Comments:</b> Spudding Operation was conducted by Triple A Drilling @ 8:00 am. GR-WS							

**ACTION CODES:**

- A - Establish new entity for new well (single well only)
- B - Add new well to existing entity (group or unit well)
- C - Re-assign well from one existing entity to another existing entity
- D - Re-assign well from one existing entity to a new entity
- E - Other (Explain in 'comments' section)

Brady Riley

Name (Please Print)  
**Brady Riley**

Signature  
Permit Analyst

4/12/2011

Title

Date

**RECEIVED**

APR 12 2011

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>8. WELL NAME and NUMBER:</b> 16-30-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>9. API NUMBER:</b> 43013341350000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> CEDAR RIM
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1018 FSL 1010 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 30 Township: 03.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 4/1/2011	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER: <input type="text"/>
		<input type="checkbox"/> CASING REPAIR
		<input type="checkbox"/> CHANGE WELL NAME
		<input type="checkbox"/> CONVERT WELL TYPE
		<input type="checkbox"/> NEW CONSTRUCTION
		<input type="checkbox"/> PLUG BACK
		<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
		<input type="checkbox"/> TEMPORARY ABANDON
		<input type="checkbox"/> WATER DISPOSAL
		<input type="checkbox"/> APD EXTENSION
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
April 2011 Monthly Drilling Report attached.		
<b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b>		
<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A		<b>DATE</b> 5/4/2011

**#16-30-36 BTR 4/14/2011 06:00 - 4/15/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

**#16-30-36 BTR 4/15/2011 06:00 - 4/16/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

**#16-30-36 BTR 4/16/2011 06:00 - 4/17/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

Mix spud mud, rack & strap BHA - 2, Pickup BHA, orient dir tools. - 3, Drlg 95-225' - 3, Work on MWD, had surface communication issues. Repaired and resumed drilling. - 2, Drlg 225-1182'. slid 32' rotated 1055'. Max dev .55 Max DLS .96 - 14

**#16-30-36 BTR 4/17/2011 06:00 - 4/18/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

Rig service - 0.5, Drlg 1182-2738, 1556' for day, rotated 1479, slid 77'. Max dev 1.15\* Max DLS 1.25 MW 9.1 vis 39 - 23.5

**#16-30-36 BTR 4/18/2011 06:00 - 4/19/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

Drlg 2738-3033' rotating and sliding to control angle, Max dev 1.5\*, Max DLS .89 - 6.5, Mix and pump dry job. TOH - 3, Pickup & run 69 jts 9 5/8" 36# J55 ST&C casing with float equipment. Land @ 3030'. Cmt with 500 sks Halcem 11# lead cmt w/silicalite, pol-E-flake and kwik seal, 250 sks Halcem 14.8# tail cmt w/silicalite & pol-E-flake. app 30 bbl cmt to sfc - 8.5, Wait on cmt. Fell app 50' - 1.5, Top out with 100 sks "G" with 2% cal. - 1.5, Wait on cmt. Run flare lines etc. while waiting. - 3

**#16-30-36 BTR 4/19/2011 06:00 - 4/20/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

Cut off csg and weld on csg head. - 3, N/U BOP - 4, Test BOP, kelly and choke manifold. to 5000#, annular to 2500 & csg to 1500# - 3, Pickup BHA, orient dir tools. - 1.5, TIH, put rotating head rubber on. - 2, Drill out shoe and 20' formation - 1.5, Pump high vis pill and do FIT test. Held to 9.9# equivalent MW. - 0.5, Drlg 3053-3661'. 628' for day. Rotating and sliding to control angle. Max dev .75, Max DLS 1.1 - 8

**#16-30-36 BTR 4/20/2011 06:00 - 4/21/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

Drlg 3661-4232', 571' 8hrs 73 fph. Max dev 1.18\* Max DLS 1.05 - 8, Rig service, function test pipe rams 6 sec to close - 0.5, Drlg 4232-5247', 1015' 15.5 hrs 65.5 fph, Max dev 1.34\*, Max DLS 1.61 - 15.5

**#16-30-36 BTR 4/21/2011 06:00 - 4/22/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

Drlg from 5247' to 5851', 604', 10.5 hrs, 57.5 fph. Max DLS 1.26. - 10.5, Rig Service. F/T Pipe Rams. - 0.5, Drill from 5851' to 6327'. 476', 13 hours. 36.6 fph. Max DLS 2.05. - 13

**#16-30-36 BTR 4/22/2011 06:00 - 4/23/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

Drill from 6327' - 6614'. Rotate and slide to maintain hole within box. 287', 7.5 hrs, 38.3 fph. Max DLS this interval .99. - 7.5, Rig service, lub rig. function test pipe rams. - 0.5, Drill from 6614' - 7260'. Conduct BOP drill on connection. Rotate and slide as necessary to keep within box. Max DLS this interval 1.67. - 16

**#16-30-36 BTR 4/23/2011 06:00 - 4/24/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

Drill x slide from 7260' - 7630'. 370', 9.5 hours; 38.9 fph. - 9.5, Rig service. Function test pipe rams. - 0.5, Drill and slide from 7630' - 8105'. 475', 14 hours, 33.9 fph. Function test annular. - 14

**#16-30-36 BTR 4/24/2011 06:00 - 4/25/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Drill from 8105' - 8141'. Bit stopped drilling. - 3, Circ hole. Pump sweep. Build and pump 10.5 ppg slug. - 1, Slug pipe and TOO. - 3.5, LD MM and bit. PU new MM and new bit. Had trouble setting slips on MM and MU MM. - 3, RIH with new bit and motor. Circ out at 4100' x 7600'. Lost approx 100 bbls to form. Build volume and add LCM. Two bridges in last 15'. Washed thru. Tag btm and circ out. - 6.5, Drill from 8141' - 8422'. Slide to stay in target box. Well lost 30 bbl mud to form. Continue adding LCM to control seepage. Drilling ahead. - 7						

**#16-30-36 BTR 4/25/2011 06:00 - 4/26/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Drill/slide from 8422' - 8707'; . Oil shows on shaker and pits. Raise rotary speed and reduce weight to assist DD in keeping hole in box. - 10, Service rig. Function check pipe rams. - 0.5, Drill/slide from 8707'- 9133'. - 12, Pump sweep and clean hole. C x C mud for logging. Make 10 std STRIP. - 1.5						

**#16-30-36 BTR 4/26/2011 06:00 - 4/27/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Make 10 stand short trip. No fill. - 1, Circ x condition mud to run logs. - 1.5, Slug pipe and POOH. Attempt to SLM out. Wind is too high to allow steel line to be used accurately. - 1.5, DP slip broken. Waiting on repair parts from NOV Vernal. Bit at 7676'. - 3.5, Slug pipe and continue POOH to run electric logs. - 4, RU Halliburton loggers. RIH with DIL-SFL-FDC-CNL-GR-SP-CAL-ECS tools. Hit bridge at 6660'. Work tools. Unable to break thru bridge. Overall tool length 155'. POOH and LD tools. - 7.5, LD directional tools. RIH with bit x BHA to 3000'. C x C mud x hole. Raise vis to 40 and MW to 9.5. Circ out small amounts of gas. RIH to 6080'. C X C mud x hole. Level out system with 40 vis and 9.5 MW. - 5						

**#16-30-36 BTR 4/27/2011 06:00 - 4/28/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Circ x cond mud x hole. MW 9.4, vis 45. - 2, RIH to TD. Tag bottom. No fill, solid bottom. Did not see any bridge(s) during entire trip. - 2, Circ x cond mud x hole. MW 9.4 in/out, vis 45 in/out. Gas reduced with small amount/seepage losses to hole. - 2.5, Slug pipe and SLM out of hole to log well. - 5.5, RU Halliburton loggers. RIH w/logging tools (Triple combo, GEM, CSNG, and DSAT). Tool landed at 6552'. Work tool, went down to 6820'. Work tool. Tool would not go further. POOH with logging tool. POOH to shorten overall tool length from 160' to approx 80'. - 6, RIH with shortened logging assembly (80' - triple combo with sonic). Tag at 6660', work tool to 6800'. Work tool and go to 6820'. Tool will not go any further. Tool appears to be setting down on ledges. Logging out of hole. - 6						

**#16-30-36 BTR 4/28/2011 06:00 - 4/29/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Fin out of hole with logs. RDMO loggers. - 2, TIH with bit. Circ out at 4500'. No gas. FIH, hit bridge at 6750'. Sticky. PU kelly and wash thru. Circ out. Fin in hole to bottom. - 6, Circ x cond mud and hole. - 1.5, POOH, LDDP. - 7.5, Hold safety meeting. x review tally. RU casing crew x equipment. Run 5-1/2", 17#, P110, LTC casing. 8500' run at report time. - 7						

BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corp. Rig Name/# Patterson Rig 506  
Submitted By Rich Dembowski Phone Number 435-828-6095  
Well Name/Number 16-30-36 BTR  
Qtr/Qtr SE/SE Section 30 Township 3S Range 6W  
Lease Serial Number 2OG0005608  
API Number 43-013-34135

Spud Notice – Spud is the initial spudding of the well, not drilling out below a casing string.

Date/Time \_\_\_\_\_ AM  PM

Casing – Please report time casing run starts, not cementing times.

- Surface Casing
- Intermediate Casing
- Production Casing
- Liner
- Other

Date/Time 04/27/2011 9:00 AM  PM

BOPE

- Initial BOPE test at surface casing point
- BOPE test at intermediate casing point
- 30 day BOPE test
- Other

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APR 26 2011

DIV. OF OIL, GAS & MINING

Date/Time \_\_\_\_\_ AM  PM

Remarks Estimated earliest casing run time.

**Carol Daniels - Notification (run x cement production casing on 16-30-36 BTR)**

---

**From:** "Rich Dembowski"  
**To:** , , ,  
**Date:** 4/26/2011 7:28 AM  
**Subject:** Notification (run x cement production casing on 16-30-36 BTR)  
**CC:** ,  
**Attachments:** ,

---

Please see attached report.

*Richard K. Dembowski, P.E.*

President

RSM Resources, LLC

505-330-3523

<<...>>

**RECEIVED**  
**APR 26 2011**  
**DIV. OF OIL, GAS & MINING**

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>8. WELL NAME and NUMBER:</b> 16-30-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>9. API NUMBER:</b> 43013341350000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> CEDAR RIM
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1018 FSL 1010 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 30 Township: 03.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 5/31/2011	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER: <input type="text"/>
		<input type="checkbox"/> CASING REPAIR
		<input type="checkbox"/> CHANGE WELL NAME
		<input type="checkbox"/> CONVERT WELL TYPE
		<input type="checkbox"/> NEW CONSTRUCTION
		<input type="checkbox"/> PLUG BACK
		<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
		<input type="checkbox"/> TEMPORARY ABANDON
		<input type="checkbox"/> WATER DISPOSAL
		<input type="checkbox"/> APD EXTENSION
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
May 2011 Monthly Drilling Activity Report Attached.		
<b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b>		
<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A		<b>DATE</b> 6/3/2011

**#16-30-36 BTR 5/9/2011 06:00 - 5/10/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Travel to location from Grand Junction, Colorado. - 1, Spot in, and RU HLS W/L. ND 7-1/16 5M night cap. NU adapter flange. Build GR/JB tool string. - 1.25, RIH with 4.66" o.d. gauge ring/junk basket, @ 200/minute. Tag corrected PBD @ 8974'. (F/C @ 9045'). POOH. LD tool string. - 2, Make-up RMTE/ACBL/CCL/GR/VDL/Temp tool string. Calibrate in free pipe @ 100'. - 0.5. Continue to RIH @ 100/minute, and pull 200' correlation strip with no psi (8750' - 8950'). Psi up to 1000#. Log from 8966' - 6200' w/ RMTE/ACBL @ 15/minute. Stop RMTE, and log to 100' @ 50/minute, with ACBL log. RMTE was cut @ 6200'. This allows for a 500' overlap with previous log run 4-28-2011. Bleed off psi. BHT- 224". 8966' - 5280' Very good to Good cement; 5280' - 190' Good to Fair cement. Cement top @ 190'. Short jts @ 6566' - 68', 7412' - 33', 8264' - 86'. - 9.75, LD tools string. ND adapter flange. NU night cap. RD crane, and W/L. Print out field copies. - 2, WSL. HLS moved off location. SDFN. - 7.5						

**#16-30-36 BTR 5/10/2011 06:00 - 5/11/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Building and installing production equipment. ElPaso installing sale line on location. - 24						

**#16-30-36 BTR 5/11/2011 06:00 - 5/12/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Building and installing production equipment. ElPaso completed and installed their sale line on location. - 24						

**#16-30-36 BTR 5/12/2011 06:00 - 5/13/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Well shut in and Secured, A&J's roustabout crews are still in the process of installing production equipment. - 24						

**#16-30-36 BTR 5/13/2011 06:00 - 5/14/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Well head shut in and secured. - 2, Safety meeting with contractor crews on location. R/U JD's oil field services gin pole truck. Fixed grading around the wellhead. Checked pressure on the well, 0 psi on 5 1/2", 0 psi on the surface casing. Removed 7" night cap off of well head. P/up 7 1/16" frac mandrel, seated Frac mandrel. P/up and N/U 5" x 10k Frac tree, N/U Frac tree. Pressure tested Casing to 250 psi low for 5 min, increase pressure to 8500 psi. Held pressure test on chart recorder for 30 minutes. good test. bleed off pressure. - 2, Secured well head and location. A&J Continued with setting up production equipment throughout the day. - 20						

**#16-30-36 BTR 5/14/2011 06:00 - 5/15/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Well shut in and Secured, A&J's roustabout crews are still in the process of installing production equipment. - 24						

**#16-30-36 BTR 5/15/2011 06:00 - 5/16/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Well Shut in & Secured Start Moving Tanks to Location for Fracs 12 - Tanks on Location - 24						

**#16-30-36 BTR 5/16/2011 06:00 - 5/17/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion
Time Log Summary						
Well Shut in & Secured 19 Frac Tanks on location Start Spotting Tanks for Storage Area  Continue to Build Production Facility - 24						

**#16-30-36 BTR 5/17/2011 06:00 - 5/18/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Well Shut in Secured

Continue to build facility

Continue to fill tanks - 24

**#16-30-36 BTR 5/18/2011 06:00 - 5/19/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Well Shut in &amp; Secured

Continue to build Facility

Continue to fill tanks with frac water - 24

**#16-30-36 BTR 5/19/2011 06:00 - 5/20/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Well Shut in &amp; Secured

Continue to build Facility

Continue to fill tanks with frac water, spot Transfer tanks &amp; Open top Tanks - 24

**#16-30-36 BTR 5/20/2011 06:00 - 5/21/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Well Shut in &amp; Secured

Build Berms around Flowback Tanks

Production Facility is Done

Prep for Fracs - 24

**#16-30-36 BTR 5/21/2011 06:00 - 5/22/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Well Shut in &amp; Secured

Fill 2 Tanks with KCL Slurry

Install Water Manifold to fill Tanks

Prep for Fracs - 24

**#16-30-36 BTR 5/22/2011 06:00 - 5/23/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Well Shut in &amp; Secured

Spot HES Movers - Haul Sand

Heat Fresh Water Tanks to 90\*

Prep for Fracs - 24

**#16-30-36 BTR 5/23/2011 06:00 - 5/24/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Well Shut in & Secured - 2, MIRU Schlumberger Wireline Crew  
 Pressure Test Lubicator to 4500# Hold for 5 Minutes - 1.5, Schlumberger Wireline to TIH to perf Stage #1  
 TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF  
 Correlate to Halliburton RMTE/CBL log Dated 5-11-2011

Perf 8913'-8914', 8895'-8896', 8873'-8874', 8849'-8850'  
 Perf 8829'-8830', 8809'-8810', 8789'-8790', 8748'-8750'  
 Perf 8742'-8743', 8727'-8728', 8708'-8710'  
 POOH, all shots fired, 39 Total Holes - 2, MIRU Halliburton Frac Crew  
 Prep for Fracs - 5, Well Shut in & Secured  
 Monitor Pressure Overnight - 13.5

**#16-30-36 BTR 5/24/2011 06:00 - 5/25/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

HES crew arrived @ 05:00, finished rigging their remaining frac equipment. Started mixing gel, HES was having issues with bucket testing their Gel-Pro unit. Held contractor safety meeting with all associated crew's, reviewed suspended loads and working around pressurized equipment. - 3.5, Pressure tested treating iron to 8500 psi. Stg # 1 of 9, Zone Stg CR-4 & CR-4A  
 Water Temp @ 67\*, Open Well @ 9:30 Hrs, @ 30 psi 0 Surface and Mandrel, 0 psi  
 Formation Break Down @ 4.9 bpm, 2561 psi ISIP = 2167 psi, 0.70 Frac Gradient  
 Started on 15%HCL @ 10.3 bpm 2340 psi,  
 Pump Bioballs @ 30.2 bpm 3103 psi. Seen good ball action, had to drop rate several time.  
 Shut down pumps, surge balls 3 times, waited 15 minutes for balls to fall. Total Bbls of 15% HCL Pump 93 & Bio-Balls pumped 78. Started on Produce water pad @ bpm, 70 @ 3556 psi, once pressure stable out, killed rater for open perf's and ISIP. Open Perforation = 36 out of 39 shots  
 ISIP = 2217 psi, 0.70 Frac Gradient, Increased pump rate, finished pumping FR-Pad. stg over to X-link stg. Start 2# 20/40 Prem White sand, bpm, 3544 psi  
 2# 70.2 bpm, 3389 psi 4# On perfs, Bpm 70.2 @ 3159 psi  
 3# 70.5 bpm, 3154 psi 4# On perfs, Bpm 70.4 @ 3147 psi  
 3.5# 70.5 bpm, 3141 psi 4# On perfs Bpm 70.4 @ 3071 psi  
 4# 70.5 bpm, 3059 psi 4# On perfs Bpm 70.5 @ 3101 psi  
 Flush @, 70.5 bpm, 3290 psi Final Injection, 70.5 bpm, 3580 psi, ISIP, 2493 PSI, 0.72 Frac Gradient. Max Rate 71.4 bpm, Max Pressure 3854 psi. Avg Rate 67.5 bpm, Avg Pressure 3333 psi, Total X-link fluids pumped: 1522 Bbls. Total 4% KCL / produce water pumped: 1681 Bbls  
 Total fluid in bbls pumped 3301 Bbls. Total Sand pumped 20/40 = 153,200 - 2.5, R/U E-line, P/up stg #2 4.625" Obsidian CBP and Perf guns. Pressure tested lub, RIH located marker jt @ 8264' to 8285', from RMTE/CCL/CBL log reference on 5/11/11. Made a 2' depth correction to CCL, drop down to tie in collar, verified CCL was still on Depth. Set CBP plug @ 8700', pulled up and perforated stg #2 intervals from 8473' to 8474', 8489' to 8490', 8500' to 8501', 8512' to 8513', 8532' to 8533', 8544' to 8545', 8557' to 8558', 8593' to 8594', 8631' to 8632', 8655' to 8656', 8680' to 8682', POOH w/ E-line, L/D Spent guns, All shots fired as design. - 2, Pressure tested treating iron to 8500 psi. Stg # 2 of 9, Zone Stg CR-3 & CR-4  
 Water Temp @ 72 \* Open Well @ 13:58 Hrs, with 2110 psi, Surface 0 psi and Mandrel 0 psi  
 Formation Break Down @ 9.6 bpm, 2762 psi, Started on 15%HCL @ 10.3 bpm 2780 psi, Pumped Bioballs @ 30.1 bpm 3661 psi. Total Bbls of 15% HCL Pump 86 & Bio-Balls pumped 72 balls. Started on Produce Water Pad @ 71.3 bpm, 4548 psi, shut down for Open Perforation = 22 out of 36 shots, ISIP, 2167 psi, 0.71 Frac Gradient. Started on X-link pad @ 71.2 bpm, 4555 psi  
 Start 2# 20/40 Prem White Sand, 71.4 bpm, 4543 psi  
 2# 71.4 bpm, 4543 psi 2# On perfs Bpm 71.2 @ 4051 psi  
 3# 71.4 bpm, 3819 psi 3# On perfs Bpm 71.2 @ 3684 psi  
 3.5# 71.4 bpm, 3674 psi 3.5# On perfs Bpm 71.3 @ 3653 psi  
 4# 71.4 bpm, 3568 psi 4# On perfs Bpm 71.4 @ 3561 psi  
 On Flush @, 70.1 bpm, 4800 psi  
 Final Injection, 47.2 bpm, 3845 psi  
 ISIP, 2768 PSI, 0.76 Frac Gradient.  
 Max Rate 71.4 bpm, Max Pressure 3854 psi.  
 Avg Rate 67.5 bpm, Avg Pressure 3333 psi  
 Total X-link fluids pumped: 1521 Bbls  
 Total produce water pumped: 1681 Bbls  
 Total fluid in bbls pumped 3202 Bbls  
 Total Sand pumped, 20/40 = 153,200#, Job was pumped as design, secured well and turned over to SLB E-line. - 1.5, R/U E-line, P/up stg #3 4.625" Obsidian CBP and Perf guns, pressure tested lub. RIH located marker jt @ 8264' to 8285', from RMTE/CCL/CBL log reference on 5/11/11. Made a 2' depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set plug @ 8462', pulled up and perforated stg 3# interval from 8195' to 8196', 8224' to 8225', 8245' to 8246', 8271' to 8272', 8293' to 8294', 8319' to 8320', 8336' to 8337', 8354' to 8355', 8385' to 8386', 8395' to 8396', 8409' to 8410', 8431' to 8432', 8440' to 8441',  
 POOH w/ E-line, all shots fire as design. - 2, L/D Spent guns. secured well head. turn well over to Grey Wolf flow tester to watch and monitor well over night.  
 Continued to off load fresh and produce water throughout the evening. - 1, Monitor Well throughout the night. - 11.5



**#16-30-36 BTR 5/25/2011 06:00 - 5/26/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

Time Log Summary

HES Crew arrived @ 05:00, started up frac equipment. mixed gel, held safety meeting with HES crew. reviewed yesterday issue and discuss working around energized equipment. - 1.5, Pressure tested treating iron to 8500 psi. Stg # 3 of 9, Zone Stg CR-3  
 Water Temp @ 72 \* Open Well @ 07:18 Hrs, @ 1010 psi, 0 Surface and Mandrel, 0 psi. Formation Break Down @ 4.7 bpm, 1334 psi. Started on 15%HCL @ 10.2 bpm 2381 psi, Pumped Bioballs @ 30.0 bpm 2791 psi. Total Bbls of 15% HCL Pump 92.0 & Bio-Balls pumped 78.  
 Started on FR / produce water pad @ 70.2 bpm, 3750 psi, shut down for ISIP & Open Perfs  
 Open Perforation = 23 out of 39 shots, ISIP = 1602 psi, 0.63 Frac Gradient  
 Started on X-link pad @ 70.5 bpm, 3639 psil, fluid system was within spec, started on sand.  
 Start 2#/ Gal 20/40 Prem White sand, 70.2 bpm, 3836 psi  
 2# 70.5 bpm, 3837 psi 2# On perfs Bpm 70.9 @ 3535 psi  
 3# 70.9 bpm, 3432 psi 3# On perfs Bpm 70.9 @ 3361 psi  
 3.5# 70.9 bpm, 3409 psi 3.5# On perfs Bpm 70.9 @ 3492 psi  
 4# 70.8 bpm, 3478 psi 4# On perfs Bpm 70.9 @ 3492 psi  
 On Flush @, 71.6 bpm, 4120 psi  
 Final Injection, 71.6 bpm, 4142 psi  
 ISIP, 2502 PSI, 0.74 Frac Gradient.  
 Max Rate 71 bpm, Max Pressure 3856 psi.  
 Avg Rate 70.5 bpm, Avg Pressure 3514 psi  
 Total X-link fluids pumped: 1627 bbls  
 Total 4 % KCL / produce water pumped: 1743 bbls  
 Total fluid in bbls pumped 3463 bbls,  
 Total Sand pumped 20/40 = 165,500, Job was pumped as design, turned well over to SLB E-line. - 2, R/U E-line, P/up stg #4 4.625" Obsidian CBP and Perf guns. Pressure tested lub, RIH located marker jt @ 7412' to 7433', from RMTE/CCL/CBL log reference on 5/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 8170', pulled up and perforated stg #4 intervals from 8003' to 8004', 8016' to 8017', 8027' to 8028', 8054' to 8055', 8077' to 8078', 8104' to 8105', 8114' to 8116', 8128' to 8130', 8140' to 8142'.  
 POOH w/ E-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg#4. - 1.5, Pressure tested treating iron to 8500 psi. Good Test. Stg # 4 of 9, Zone Stg CR-2.  
 Water Temp @ 72 \* Open Well @ 10:42 Hrs, @ 1191 psi, 0 Surface and Mandrel, 0 psi, Formation Break Down @ 4.3 bpm, 2810 psi. Started on 15%HCL @ 10.3 bpm 2432 psi, Pumped Bioballs @ 30.2 bpm 2823 psi. Total bbls of 15% HCL Pump 86 & Bio-Balls pumped 72. Seen good ball action, surged balls off perfs 3-times. Started on produce water/ Fr- pad @ 70.1 bpm, 4654 psi. shut down to establish open perfs. Open Perforation = 21 out of 36 shots, ISIP = 2314 psi, .73 Frac Gradient Started on X-link pad @ 70.7 bpm, 4409 psi.  
 Start 2#/ Gal 20/40 Prem White sand, 70.4 bpm, 4484 psi  
 2# CRC 70.5 bpm, 4509 psi 2# On perfs Bpm 70.5 @ 4205 psi  
 3# CRC 70.6 bpm, 3999 psi 3# On perfs Bpm 70.5 @ 3911 psi  
 3.5# CRC 70.6 bpm, 3913 psi 3.5# On perfs Bpm 70.5 @ 3912 psi  
 4# CRC 70.4 bpm, 3910 psi 4# On perfs Bpm 70.5 @ 3899 psi  
 On Flush @, 70.5 bpm, 4035 psi  
 Final Injection, 70.5 bpm, 4295 psi  
 ISIP, 2736 psi, 0.78 Frac Gradient.  
 Max Rate 70.8 bpm, Max Pressure 4571 psi.  
 Avg Rate 70.5 bpm, Avg Pressure 4216 psi  
 Total X-link fluids pumped: 1523 bbls  
 Total produce water / 4% KCL pumped: 1665 bbls  
 Total fluid in bbls pumped 3275 bbls  
 Total Sand pumped 20/40 CRC = 155,100#, Job was pumped as designed, Turned well over to SLB E-line. - 2, R/U E-line, P/up stg #5 4.625" Obsidian CBP and Perf guns. pressure tested lub, RIH located marker jt @ 7412' to 7433', correlated from RMTE/CCL/CBL log reference on 5/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 7994', pulled up and perforated stg #5 intervals from, 7833' to 7834', 7852' to 7854', 7886' to 7887', 7907' to 7908', 7924' to 7925', 7933' to 7934', 7941' to 7942', 7953' to 7954', 7960' to 7962', 7974' to 7976'. POOH w/ E-line, L/D Spent guns, All shots fired as design. - 1.5, Shut in and secured well head for the night, Grey Wolf flow tester are monitoring the well throughout the night. RNI still continuing to truck water throughout the evening. - 15.5



<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 16-30-36 BTR	
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341350000	
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> CEDAR RIM
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1018 FSL 1010 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 30 Township: 03.0S Range: 06.0W Meridian: U	<b>COUNTY:</b> DUCHESNE	
	<b>STATE:</b> UTAH	
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:  <input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 5/31/2011  <input type="checkbox"/> SPUD REPORT Date of Spud:  <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input checked="" type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	
	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>	
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
This sundry is to report that this well had first gas sales on 05/31/2011 and first oil sales on 06/02/2011.		
<b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b>		
<b>NAME (PLEASE PRINT)</b> Venessa Langmacher	<b>PHONE NUMBER</b> 303 312-8172	<b>TITLE</b> Senior Permit Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 6/3/2011	

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>8. WELL NAME and NUMBER:</b> 16-30-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>9. API NUMBER:</b> 43013341350000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> CEDAR RIM
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1018 FSL 1010 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 30 Township: 03.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 6/30/2011	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER: <input type="text"/>
		<input type="checkbox"/> CASING REPAIR
		<input type="checkbox"/> CHANGE WELL NAME
		<input type="checkbox"/> CONVERT WELL TYPE
		<input type="checkbox"/> NEW CONSTRUCTION
		<input type="checkbox"/> PLUG BACK
		<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
		<input type="checkbox"/> TEMPORARY ABANDON
		<input type="checkbox"/> WATER DISPOSAL
		<input type="checkbox"/> APD EXTENSION
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
June 2011 Monthly Drilling Activity Report attached.		
<b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b>		
<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A		<b>DATE</b> 7/1/2011

**#16-30-36 BTR 6/1/2011 06:00 - 6/2/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Choke 28/64  
 As of 04:00  
 FTP-450 psi  
 SICP- 1320  
 BWPH- 36  
 BWRAF-3978  
 BWLTR-29,177  
 BWL24hr.-872  
 BOPH- 10  
 BOL24hr.-108  
 MCF/D-.602  
 PH6  
 SAL- 14,000  
 Gas to sales. 27% Oil and 73 Water - 24

**#16-30-36 BTR 6/2/2011 06:00 - 6/3/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

At 08:00 Opened Choke to 30/64  
 At 12:00 Tuned Well over to Triple E Flow test company & production. Final flow back reading from Grey Wolf flow testing company.  
 FTP-440 psi  
 SICP- 1340 psi  
 BWPH- 39 bbls  
 BWRAF-4247 bbls  
 BWLTR-28,908 bbls  
 BWL6hr.-233  
 BOPH- 16  
 BOL24hr.-95 bbls  
 MCF/D-.433  
 PH7  
 SAL-14000  
 No sand.  
 Gas to sales. 40% Oil and 60% Water.  
 Started rigging down Grey equipment. - 6, Rigged down flow back equipment, empty flow back tanks and storage tanks. cleaned and cleaned location. - 4.5, Well was turned over to triple E flow tester. Continued to flow throughout the night. - 13.5

**#16-30-36 BTR 6/3/2011 06:00 - 6/4/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

Production ran a wax cutter to 6000'.  
 Clean out flow back tanks.  
 Remove trash basket and back hoe off location. - 24

**#16-30-36 BTR 6/10/2011 06:00 - 6/11/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34135	UT	DUCHESNE	Black Tail Ridge	Concept	9,133.0	Drilling & Completion

## Time Log Summary

MIRU Schlumberger E-Line., RIH w/ Dummy run tag up @ 7044' Beat down a few times unable to break thru, POOH PU More weight bars, tag up & was able to beat thru. Cont. RIH tag PBD @ 9035'. POOH, RIH w/ Logging tool. Log across perms. POOH RDMO. - 12, Cont. Flowing Tbg. to sales. - 12

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB No. 1004-0137  
Expires: July 31, 2010

**WELL COMPLETION OR RECOMPLETION REPORT AND LOG**

5. Lease Serial No. 20G0005608

1a. Type of Well  Oil Well  Gas Well  Dry  Other

b. Type of Completion  New Well  Work Over  Deepen  Plug Back  Diff. Resvr.  
Other \_\_\_\_\_

6. If Indian, Allottee or Tribe Name \_\_\_\_\_

7. Unit or CA Agreement Name and No. \_\_\_\_\_

2. Name of Operator **BILL BARRETT CORPORATION** Contact: **MEGAN FINNEGAN**  
E-Mail: **mfinnegan@billbarrettcorp.com**

8. Lease Name and Well No. **BTR 16-30-36**

3. Address **1099 18TH STREET SUITE 2300** 3a. Phone No. (include area code)  
**DENVER, CO 80202** Ph: **303-299-9949**

9. API Well No. **43-013-34135**

4. Location of Well (Report location clearly and in accordance with Federal requirements)\*  
At surface **SESE 1018FSL 1010FEL**  
At top prod interval reported below **SESE 1018FSL 1010FEL**  
At total depth **SESE 1018FSL 1010FEL**

10. Field and Pool, or Exploratory **ALTAMONT**

11. Sec., T., R., M., or Block and Survey or Area **Sec 30 T3S R6W Mer UBM**

12. County or Parish **DUCHESNE** 13. State **UT**

14. Date Spudded **04/07/2011** 15. Date T.D. Reached **04/27/2011** 16. Date Completed  D & A  Ready to Prod.  
**05/31/2011**

17. Elevations (DF, KB, RT, GL)\* **6550 GL**

18. Total Depth: MD **9133** TVD **9133** 19. Plug Back T.D.: MD **9045** TVD **9045** 20. Depth Bridge Plug Set: MD **9045** TVD **9045**

21. Type Electric & Other Mechanical Logs Run (Submit copy of each)  
**CBL, TRIPLE COMBO, BOREHOLE, RESISTIVITY**

22. Was well cored?  No  Yes (Submit analysis)  
Was DST run?  No  Yes (Submit analysis)  
Directional Survey?  No  Yes (Submit analysis)

23. Casing and Liner Record (Report all strings set in well)

Hole Size	Size/Grade	Wt. (#/ft.)	Top (MD)	Bottom (MD)	Stage Cementer Depth	No. of Sk. & Type of Cement	Slurry Vol. (BBL)	Cement Top*	Amount Pulled
26.000	16.000 COND	65.0	0	80	80			0	
12.250	9.625 J-55	36.0	0	3033	3001	750	340	0	
8.750	5.500 P-110	17.0	0	9133	9130	1480	559	2550	15000

24. Tubing Record

Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)
2.875		8984						

25. Producing Intervals

26. Perforation Record

Formation	Top	Bottom	Perforated Interval	Size	No. Holes	Perf. Status
A) GREEN RIVER	6967	7803	6967 TO 7803	0.440	153	OPEN
B) WASATCH	7833	8914	7833 TO 8914	0.440	186	OPEN
C)						
D)						

27. Acid, Fracture, Treatment, Cement Squeeze, Etc.

Depth Interval	Amount and Type of Material
6967 TO 7803	GREEN RIVER: SEE TREATMENT STAGES 5-9
7833 TO 8914	WASATCH: SEE TREATMENT STAGES 1-5

28. Production - Interval A

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr. API	Gas Gravity	Production Method
05/31/2011	06/01/2011	24	▶	247.0	300.0	907.0	52.0	1215.00	FLOWS FROM WELL
Choke Size	Tbg. Press. Flwg. SI	Csg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
28/64		440	▶	247	300	907		POW	

28a. Production - Interval B

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr. API	Gas Gravity	Production Method
			▶						
Choke Size	Tbg. Press. Flwg. SI	Csg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
			▶						

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28b. Production - Interval C

Date First Produced	Test Date	Hours Tested	Test Production →	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
Choke Size	Thg. Press. Flwg SI	Cvg. Press.	24 Hr. Rate →	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	

28c. Production - Interval D

Date First Produced	Test Date	Hours Tested	Test Production →	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
Choke Size	Thg. Press. Flwg SI	Cvg. Press.	24 Hr. Rate →	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	

29. Disposition of Gas (Sold, used for fuel, vented, etc.)  
SOLD

30. Summary of Porous Zones (Include Aquifers):

Show all important zones of porosity and contents thereof. Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

31. Formation (Log) Markers

Formation	Top	Bottom	Descriptions, Contents, etc.	Name	Top
					Meas. Depth
				GREEN RIVER	3038
				TGR3	5208
				DOUGLAS CREEK	6053
				BLACK SHALE	6823
				CASTLE PEAK	6958
				UTELAND BUTTE	7318
				WASATCH	7813
				TD	9133

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32. Additional remarks (include plugging procedure):

TOC was calculated by CBL. CBL mailed due to file size. First gas sales was on 5/31/2011. First oil sales was on 06/02/2011. Conductor was cemented with grout. Attached is Treatment Data.

33. Circle enclosed attachments:

- |   |                    |               |                       |
|---|--------------------|---------------|-----------------------|
| 1. Electrical/Mechanical Logs (1 full set req'd.)     | 2. Geologic Report | 3. DST Report | 4. Directional Survey |
| 5. Sundry Notice for plugging and cement verification | 6. Core Analysis   | 7 Other:      |                       |

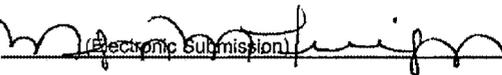
34. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records (see attached instructions):

Electronic Submission #113281 Verified by the BLM Well Information System.  
For BILL BARRETT CORPORATION, sent to the Vernal

Name (please print) MEGAN FINNEGAN

Title PERMIT ANALYST

Signature



Date 07/19/2011

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

\*\* ORIGINAL \*\*

16-30-36 BTR Report Continued\*

44. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC. (cont.)				
AMOUNT AND TYPE OF MATERIAL				
<u>Stage</u>	<u>Bbls Slurry</u>	<u>20/40 lbs CRC Sand</u>	<u>20/40 Premium White Sand</u>	<u>100 Mesh Common White</u>
1	3467	153,200	0	0
2	3657	166,900	0	0
3	3642	165,500	0	0
4	3442	155,100	0	0
5	3195	107,000	0	0
6	3590	178,900	0	0
7	4480	25,300	184,800	22,700
8	4154	16,980	169,300	20,940
9	3746	0	179,640	0

\*Depth intervals for frac information same as perforation record intervals.

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AUG 02 2011

DEPT. OF OIL, GAS & MINING



<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>8. WELL NAME and NUMBER:</b> 16-30-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>9. API NUMBER:</b> 43013341350000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> CEDAR RIM
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1018 FSL 1010 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 30 Township: 03.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 12/16/2008	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> ALTER CASING
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> CHANGE TUBING
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> FRACTURE TREAT
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> PLUG AND ABANDON
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> RECLAMATION OF WELL SITE
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> SI TA STATUS EXTENSION
	<input checked="" type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR
		<input type="checkbox"/> CHANGE WELL NAME
		<input type="checkbox"/> CONVERT WELL TYPE
		<input type="checkbox"/> NEW CONSTRUCTION
		<input type="checkbox"/> PLUG BACK
		<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
		<input type="checkbox"/> TEMPORARY ABANDON
		<input type="checkbox"/> WATER DISPOSAL
		<input type="checkbox"/> APD EXTENSION
		OTHER: <input type="text" value="Lease Number Update"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
<p>This sundry is being submitted to notify that the lease has been earned for this well. Please change all records to reflect the correct lease number 1420H626155.</p> <p style="text-align: right;"><b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b></p>		
<b>NAME (PLEASE PRINT)</b> Tracey Fallang	<b>PHONE NUMBER</b> 303 312-8134	<b>TITLE</b> Regulatory Manager
<b>SIGNATURE</b> N/A		<b>DATE</b> 11/14/2011

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>  <b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 1420H626155
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE  <b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 16-30-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341350000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8134 Ext
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1018 FSL 1010 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 30 Township: 03.0S Range: 06.0W Meridian: U	<b>9. FIELD and POOL or WILDCAT:</b> CEDAR RIM  <b>COUNTY:</b> DUCHESNE  <b>STATE:</b> UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: <b>4/27/2017</b>  <input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:  <input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:  <input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:	<input type="checkbox"/> ACIDIZE  <input type="checkbox"/> CHANGE TO PREVIOUS PLANS  <input type="checkbox"/> CHANGE WELL STATUS  <input type="checkbox"/> DEEPEN  <input type="checkbox"/> OPERATOR CHANGE  <input type="checkbox"/> PRODUCTION START OR RESUME  <input type="checkbox"/> REPERFORATE CURRENT FORMATION  <input type="checkbox"/> TUBING REPAIR  <input type="checkbox"/> WATER SHUTOFF  <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING  <input type="checkbox"/> CHANGE TUBING  <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS  <input type="checkbox"/> FRACTURE TREAT  <input type="checkbox"/> PLUG AND ABANDON  <input type="checkbox"/> RECLAMATION OF WELL SITE  <input type="checkbox"/> SIDETRACK TO REPAIR WELL  <input type="checkbox"/> VENT OR FLARE  <input checked="" type="checkbox"/> SI TA STATUS EXTENSION  <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR  <input type="checkbox"/> CHANGE WELL NAME  <input type="checkbox"/> CONVERT WELL TYPE  <input type="checkbox"/> NEW CONSTRUCTION  <input type="checkbox"/> PLUG BACK  <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION  <input type="checkbox"/> TEMPORARY ABANDON  <input type="checkbox"/> WATER DISPOSAL  <input type="checkbox"/> APD EXTENSION  OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

The well was SI on 4/28/15 due to low production. Due to low commodity prices the well has been left SI. On 4/27/16 the well will be SI for 1 year. Current economics don't justify RTP. For this reason BBC is requesting an add'l 1 year SI, before a MIT is required, until 4/27/17. Well currently has 300 psi tbg, 1360 psi csg, 0 psi Braden Head. With minimal to 0 Braden Head pressure & 1360 psi csg pressure, it is evident that the 5-1/2" prod csg has full integrity & all formations are protected. Fluid level was found at 650 ft. from sfc. 9-5/8" sfc csg at 3,033' cemented to sfc, TOC on 5-1/2" prod csg at 300' inside 9-5/8" annulus. The well is SI at the wellhead & all sfc equip has been drained/winterized. The well is still on an active lease route & is checked frequently for any sfc/potential downhole issues. BBC would RTP if economics justify at higher commodity price before 4/27/17

**Accepted by the Utah Division of Oil, Gas and Mining**

Date: March 29, 2016

By: *Derek Duff*

<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 3/16/2016	

Division of Oil, Gas and Mining  
 Operator Change/Name Change Worksheet-for State use only

Effective Date: 11/1/2016

<b>FORMER OPERATOR:</b>	<b>NEW OPERATOR:</b>
Bill Barrett Corporation 1099 18th Street, Suite 2300 Denver, CO 80202	Rig II, LLC 1582 West 2600 South Woods Cross, UT 84087
CA Number(s):	Unit(s):

**WELL INFORMATION:**

Well Name	Sec	TWN	RNG	API	Entity	Mineral	Surface	Type	Status
See Attached List									

**OPERATOR CHANGES DOCUMENTATION:**

- Sundry or legal documentation was received from the **FORMER** operator on: 10/21/2016
- Sundry or legal documentation was received from the **NEW** operator on: 10/21/2016
- New operator Division of Corporations Business Number: 8256968-0160

**REVIEW:**

- Surface Agreement Sundry from **NEW** operator on Fee Surface wells received on: N/A
- Receipt of Acceptance of Drilling Procedures for APD on: 10/21/2016
- Reports current for Production/Disposition & Sundries: 11/2/2016
- OPS/SI/TA well(s) reviewed for full cost bonding: 11/3/2016
- UIC5 on all disposal/injection/storage well(s) approved on: 11/3/2016
- Surface Facility(s) included in operator change: None
- Inspections of PA state/fee well sites complete on (only upon operators request): 11/3/2016

**NEW OPERATOR BOND VERIFICATION:**

- Federal well(s) covered by Bond Number: UTB000712
- Indian well(s) covered by Bond Number: LPM 922467
- State/fee well(s) covered by Bond Number(s): 9219529

**DATA ENTRY:**

- Well(s) update in the **OGIS** on: 11/7/2016
- Entity Number(s) updated in **OGIS** on: 11/7/2016
- Unit(s) operator number update in **OGIS** on: N/A
- Surface Facilities update in **OGIS** on: N/A
- State/Fee well(s) attached to bond(s) in **RBDMS** on: 11/7/2016
- Surface Facilities update in **RBDMS** on: N/A

**COMMENTS:**

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From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

Well Name	Sec	TWN	RNG	API Number	Entity	Mineral	Surface	Type	Status
SWD 9-36 BTR	9	030S	060W	4301350646	18077	Indian	Fee	WD	A
16-6D-46 BTR SWD	6	040S	060W	4301350781	18327	Indian	Fee	WD	A
6-32-36 BTR SWD	32	030S	060W	4301350921	18329	Indian	Fee	WD	A
LC TRIBAL 8-26D-47	26	040S	070W	4301334024		Indian	Indian	OW	APD
16-21D-37 BTR	21	030S	070W	4301350758		Indian	Fee	OW	APD
14-11D-37 BTR	11	030S	070W	4301350862		Indian	Fee	OW	APD
7-17D-46 BTR	17	040S	060W	4301350883		Indian	Indian	OW	APD
14-12D-37 BTR	12	030S	070W	4301350894		Indian	Fee	OW	APD
1-18D-36 BTR	18	030S	060W	4301350922		Indian	Fee	OW	APD
13-2D-45 BTR	2	040S	050W	4301350931		Indian	Indian	OW	APD
5H-16-46 BTR	16	040S	060W	4301350992		Indian	Indian	OW	APD
9H-17-45 BTR	17	040S	050W	4301351098		Indian	Indian	OW	APD
13H-8-46 BTR UB	8	040S	060W	4301351124		Indian	Indian	OW	APD
8H-9-46 BTR	9	040S	060W	4301351140		Indian	Indian	OW	APD
LC TRIBAL 7-31D-37	31	030S	070W	4301351147		Indian	Fee	OW	APD
14-16D-45 BTR	16	040S	050W	4301351178		Indian	Indian	OW	APD
16-19D-37 BTR	19	030S	070W	4301351179		Indian	Fee	OW	APD
6-2D-45 BTR	2	040S	050W	4301351234		Indian	Indian	OW	APD
2-2D-45 BTR	2	040S	050W	4301351235		Indian	Indian	OW	APD
10-26-35 BTR	26	030S	050W	4301351248		Indian	Fee	OW	APD
LC TRIBAL 1H-33-46	33	040S	060W	4301351257		Indian	Fee	OW	APD
LC TRIBAL 9-25D-46	25	040S	060W	4301351276		Indian	Indian	OW	APD
LC TRIBAL 8H-30-45	30	040S	050W	4301351277		Indian	Indian	OW	APD
LC TRIBAL 16H-30-45	30	040S	050W	4301351279		Indian	Indian	OW	APD
LC TRIBAL 13-30D-45	30	040S	050W	4301351282		Indian	Indian	OW	APD
LC TRIBAL 16H-36-46	36	040S	060W	4301351291		Indian	Indian	OW	APD
LC TRIBAL 13H-30-46	30	040S	060W	4301351321		Indian	Indian	OW	APD
LC TRIBAL 13H-31-46	31	040S	060W	4301351326		Indian	Indian	OW	APD
LC TRIBAL 16-31D-46	31	040S	060W	4301351328		Indian	Indian	OW	APD
LC TRIBAL 5H-26-47	26	040S	070W	4301351337		Indian	Indian	OW	APD
LC TRIBAL 5H-19-45	20	040S	050W	4301351349		Indian	Indian	OW	APD
LC TRIBAL 16-36D-47	36	040S	070W	4301351363		Indian	Indian	OW	APD
15-4D-47 BTR	4	040S	070W	4301351377		Indian	Fee	OW	APD
16-23D-46 LC TRIBAL	23	040S	060W	4301351396		Indian	Fee	OW	APD
15-2D-36 BTR	2	030S	060W	4301351419		Indian	Fee	OW	APD
16-23D-37 BTR	23	030S	070W	4301351420		Indian	Fee	OW	APD
11-9D-47 BTR	9	040S	070W	4301351422		Indian	Fee	OW	APD
15-13D-47 BTR	13	040S	070W	4301351424		Indian	Indian	OW	APD
LC TRIBAL 15-19D-46	19	040S	060W	4301351426		Indian	Indian	OW	APD
16-13D-45 BTR	13	040S	050W	4301351428		Indian	Indian	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

14-12D-45 BTR	12	040S	050W	4301351444		Indian	Indian	OW	APD
16-14D-45 BTR	14	040S	050W	4301351445		Indian	Indian	OW	APD
5-13D-45 BTR	13	040S	050W	4301351446		Indian	Indian	OW	APD
LC TRIBAL 16-26D-46	26	040S	060W	4301351450		Indian	State	OW	APD
LC TRIBAL 16-34D-46	34	040S	060W	4301351451		Indian	State	OW	APD
16-12D-45 BTR	12	040S	050W	4301351452		Indian	Indian	OW	APD
8-12D-45 BTR	12	040S	050W	4301351453		Indian	Indian	OW	APD
LC TRIBAL 1-35D-46	35	040S	060W	4301351454		Indian	Fee	OW	APD
16-25D-37 BTR	25	030S	070W	4301351455		Indian	Fee	OW	APD
LC TRIBAL 13H-29-46	28	040S	060W	4301351462		Indian	Fee	OW	APD
LC TRIBAL 14-30D-37	30	030S	070W	4301351494		Indian	Fee	OW	APD
7-13D-45 BTR	13	040S	050W	4301351497		Indian	Indian	OW	APD
LC TRIBAL 4H-35-46	35	040S	060W	4301351515		Indian	Fee	OW	APD
LC TRIBAL 13H-19-46	19	040S	060W	4301351543		Indian	Indian	OW	APD
16-26D-37 BTR	26	030S	070W	4301351598		Indian	Fee	OW	APD
LC TRIBAL 16-31D-37	31	030S	070W	4301351610		Indian	Fee	OW	APD
5-4-35 BTR	4	030S	050W	4301351613		Indian	Fee	OW	APD
LC TRIBAL 16-31D-47	31	040S	070W	4301351616		Indian	Indian	OW	APD
LC TRIBAL 13H-31-47	31	040S	070W	4301351617		Indian	Indian	OW	APD
LC TRIBAL 13-32D-47	32	040S	070W	4301351619		Indian	Indian	OW	APD
LC TRIBAL 16H-32-47	32	040S	070W	4301351620		Indian	Indian	OW	APD
LC TRIBAL 1-32D-47	32	040S	070W	4301351624		Indian	Indian	OW	APD
LC TRIBAL 4H-32-47	32	040S	070W	4301351625		Indian	Indian	OW	APD
LC TRIBAL 13-28D-47	28	040S	070W	4301351627		Indian	Indian	OW	APD
LC TRIBAL 13H-29-47	28	040S	070W	4301351628		Indian	Indian	OW	APD
LC TRIBAL 16H-28-47	28	040S	070W	4301351629		Indian	Indian	OW	APD
LC TRIBAL 1-28D-47	28	040S	070W	4301351639		Indian	Indian	OW	APD
LC TRIBAL 1H-27-47	28	040S	070W	4301351640		Indian	Indian	OW	APD
LC TRIBAL 4H-28-47	28	040S	070W	4301351641		Indian	Indian	OW	APD
LC TRIBAL 7-25D-58	25	050S	080W	4301351643		Indian	Indian	OW	APD
LC TRIBAL 6-25D-58	25	050S	080W	4301351644		Indian	Indian	OW	APD
LC TRIBAL 13H-24-58	24	050S	080W	4301351645		Indian	Indian	OW	APD
LC TRIBAL 16-24D-58	24	050S	080W	4301351646		Indian	Indian	OW	APD
LC Tribal 8-23D-46	23	040S	060W	4301351654		Indian	Fee	OW	APD
LC Tribal 16-35D-45	35	040S	050W	4301351656		Indian	Fee	OW	APD
LC Tribal 13H-35-45	35	040S	050W	4301351657		Indian	Fee	OW	APD
LC Tribal 16-36D-45	36	040S	050W	4301351658		Indian	Fee	OW	APD
LC Tribal 13H-36-45	36	040S	050W	4301351659		Indian	Fee	OW	APD
LC Tribal 5-36D-45	36	040S	050W	4301351661		Indian	Fee	OW	APD
LC Tribal 8-26D-46	26	040S	060W	4301351663		Indian	Fee	OW	APD
3-29D-36 BTR	29	030S	060W	4301351665		Indian	Fee	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

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LC Tribal 5-35D-45	35	040S	050W	4301351666	Indian	Fee	OW	APD
LC Tribal 5-24D-46	24	040S	060W	4301351668	Indian	Indian	OW	APD
LC TRIBAL 6-12D-58	12	050S	080W	4301351696	Indian	Indian	OW	APD
LC TRIBAL 8-12D-58	12	050S	080W	4301351697	Indian	Indian	OW	APD
LC TRIBAL 16H-22-47	21	040S	070W	4301351700	Indian	Indian	OW	APD
5-25D-37 BTR	25	030S	070W	4301351803	Indian	Fee	OW	APD
8-3D-36 BTR	3	030S	060W	4301351804	Indian	Fee	OW	APD
14-26D-37 BTR	26	030S	070W	4301351805	Indian	Fee	OW	APD
9-4-35 BTR	4	030S	050W	4301351806	Indian	Fee	OW	APD
11-4D-35 BTR	4	030S	050W	4301351807	Indian	Fee	OW	APD
16-27D-37 BTR	27	030S	070W	4301351808	Indian	Fee	OW	APD
14-27D-37 BTR	27	030S	070W	4301351809	Indian	Fee	OW	APD
14-16D-46 BTR	16	040S	060W	4301351812	Indian	Indian	OW	APD
LC Tribal 16-35D-48	35	040S	080W	4301351847	Indian	Indian	OW	APD
LC Tribal 13H-35-48	35	040S	080W	4301351848	Indian	Indian	OW	APD
LC Tribal 13-2D-58	11	050S	080W	4301351850	Indian	Indian	OW	APD
5-13D-36 BTR	13	030S	060W	4301351862	Indian	Fee	OW	APD
5-8D-36 BTR	8	030S	060W	4301351871	Indian	Fee	OW	APD
16-1D-36 BTR	1	030S	060W	4301351872	Indian	Fee	OW	APD
8-18D-46 BTR	18	040S	060W	4301351897	Indian	Fee	OW	APD
LC Tribal 5-36D-46	36	040S	060W	4301351905	Indian	Indian	OW	APD
LC Tribal 5-26D-45	26	040S	050W	4301351907	Indian	Indian	OW	APD
14-13D-45 BTR	13	040S	050W	4301351974	Indian	Indian	OW	APD
14-34D-46 DLB	34	040S	060W	4301351975	Indian	Fee	OW	APD
LC Tribal 5-21D-45	21	040S	050W	4301352001	Indian	Indian	OW	APD
LC Tribal 8-22D-45	22	040S	050W	4301352002	Indian	Indian	OW	APD
LC Tribal 8-25D-45	25	040S	050W	4301352007	Indian	Indian	OW	APD
LC Tribal 16-25D-45	25	040S	050W	4301352008	Indian	Indian	OW	APD
LC Tribal 16-22D-45	22	040S	050W	4301352009	Indian	Indian	OW	APD
LC Tribal 16-26D-45	26	040S	050W	4301352010	Indian	Indian	OW	APD
LC Tribal 14-31D-37	31	030S	070W	4301352016	Indian	Fee	OW	APD
5-12D-45 BTR	12	040S	050W	4301352030	Indian	Indian	OW	APD
LC Tribal 9-20D-45	20	040S	050W	4301352031	Indian	Indian	OW	APD
LC Tribal 13-35D-47	35	040S	070W	4301352055	Indian	Indian	OW	APD
LC Tribal 1-23D-47	23	040S	070W	4301352057	Indian	Indian	OW	APD
9-17D-46 BTR	17	040S	060W	4301352059	Indian	Indian	OW	APD
11-18D-46 BTR	18	040S	060W	4301352060	Indian	Indian	OW	APD
9-10D-47 BTR	10	040S	070W	4301352092	Indian	Fee	OW	APD
LC Tribal 1-17D-47	17	040S	070W	4301352096	Indian	Fee	OW	APD
7-35D-37 BTR	35	030S	070W	4301352115	Indian	Fee	OW	APD
14-25D-37 BTR	25	030S	070W	4301352116	Indian	Fee	OW	APD

From: Bill Barrett Corporation

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LC Tribal 5-25-46	25	040S	060W	4301352126	Indian	Indian	OW	APD
8-33D-35 BTR	33	030S	050W	4301352161	Indian	Fee	OW	APD
5-4D-36 BTR	4	030S	060W	4301352175	Indian	Fee	OW	APD
7-4D-36 BTR	4	030S	060W	4301352176	Indian	Fee	OW	APD
LC Tribal 4-36D-47	36	040S	070W	4301352186	Indian	Indian	OW	APD
LC Tribal 4-22D-46	22	040S	060W	4301352944	Indian	Indian	OW	APD
LC Tribal 16-22D-46	22	040S	060W	4301352945	Indian	Indian	OW	APD
LC Tribal 11-19D-46	19	040S	060W	4301352946	Indian	Indian	OW	APD
LC Tribal 7-20D-45	20	040S	050W	4301352947	Indian	Indian	OW	APD
15-11D-35 BTR	11	030S	050W	4301353056	Indian	Fee	OW	APD
13-11D-35 BTR	11	030S	050W	4301353057	Indian	Fee	OW	APD
BTR 16-36D-37	36	030S	070W	4301353059	Indian	Fee	OW	APD
4-29D-35 BTR	30	030S	050W	4301353060	Indian	Fee	OW	APD
1-30D-35 BTR	30	030S	050W	4301353061	Fee	Fee	OW	APD
LC TRIBAL 3-23D-46	23	040S	060W	4301353066	Indian	State	OW	APD
LC Tribal 14-23D-46	23	040S	060W	4301353067	Indian	State	OW	APD
LC Tribal 13-25D-46	25	040S	060W	4301353068	Indian	Indian	OW	APD
LC Tribal 14-26D-46	26	040S	060W	4301353069	Indian	State	OW	APD
LC Tribal 5-26D-46	26	040S	060W	4301353070	Indian	State	OW	APD
LC Tribal 11-35D-45	35	040S	050W	4301353071	Indian	State	OW	APD
LC Tribal 7-35D-45	35	040S	050W	4301353072	Indian	State	OW	APD
LC Tribal 3-35D-45	35	040S	050W	4301353075	Indian	State	OW	APD
LC Tribal 14-36D-45	36	040S	050W	4301353076	Indian	State	OW	APD
LC Tribal 13-36D-45	36	040S	050W	4301353077	Indian	State	OW	APD
LC Tribal 10-36D-45	36	040S	050W	4301353078	Indian	State	OW	APD
LC Tribal 8-36D-45	36	040S	050W	4301353079	Indian	State	OW	APD
LC Tribal 6-36D-45	36	040S	050W	4301353080	Indian	State	OW	APD
LC Tribal 1-34D-46	34	040S	060W	4301353081	Indian	State	OW	APD
LC Tribal 9-27D-46	27	040S	060W	4301353082	Indian	State	OW	APD
LC Tribal 13-35D-45	35	040S	050W	4301353083	Indian	State	OW	APD
LC Tribal 8-35D-45	35	040S	050W	4301353084	Indian	State	OW	APD
LC Tribal 15-35D-45	35	040S	050W	4301353085	Indian	State	OW	APD
LC Tribal 12-25D-45	25	040S	050W	4301353122	Indian	Indian	OW	APD
LC Tribal 14-25D-45	25	040S	050W	4301353123	Indian	Indian	OW	APD
LC Tribal 10-25D-45	25	040S	050W	4301353124	Indian	Indian	OW	APD
LC Tribal 11-26-45	26	040S	050W	4301353125	Indian	Indian	OW	APD
LC Tribal 13-26D-45	26	040S	050W	4301353126	Indian	Indian	OW	APD
LC Tribal 7-31D-46	31	040S	060W	4301353127	Indian	Indian	OW	APD
LC Tribal 7-19D-45	19	040S	050W	4301353128	Indian	Indian	OW	APD
LC Tribal 5-19D-45	19	040S	050W	4301353130	Indian	Indian	OW	APD
LC Tribal 7-25D-46	25	040S	060W	4301353132	Indian	Indian	OW	APD

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LC Tribal 7-24D-46	24	040S	060W	4301353134		Indian	Indian	OW	APD
LC Tribal 14-31D-46	31	040S	060W	4301353135		Indian	Indian	OW	APD
LC Tribal 14-30D-46	30	040S	060W	4301353136		Indian	Indian	OW	APD
13-4-35 BTR SWD	4	030S	050W	4301353293		Fee	Fee	OW	APD
LC FEE 14-26D-47	26	040S	070W	4301353294		Fee	Indian	OW	APD
LC Fee 5-25D-47	25	040S	070W	4301353295		Fee	Indian	OW	APD
7-35-46 LC SWD	35	040S	060W	4301353296		Fee	Fee	OW	APD
LC Fee 1H-33-47	32	040S	070W	4301353309		Fee	Indian	OW	APD
LC FEE 14-2D-58	2	050S	080W	4301353312		Fee	Indian	OW	APD
LC FEE 13H-21-47	21	040S	070W	4301353313		Fee	Indian	OW	APD
LC Fee 16-21D-47	21	040S	070W	4301353326		Fee	Indian	OW	APD
16-7D-46 BTR	7	040S	060W	4301353328		Fee	Indian	OW	APD
LC Fee 15-26D-47	26	040S	070W	4301353331		Fee	Indian	OW	APD
LC Fee 4-24D-47	23	040S	070W	4301353332		Fee	Indian	OW	APD
LC Fee 5-34D-47	34	040S	070W	4301353333		Fee	Indian	OW	APD
LC Fee 5-35D-47	35	040S	070W	4301353334		Fee	Indian	OW	APD
13-34D-47 LC Fee	34	040S	070W	4301353337		Fee	Indian	OW	APD
14-35D-35 BTR	35	030S	050W	4301352120		Fee	Fee	OW	DRL
6-17D-46 BTR	17	040S	060W	4301351078		Indian	Indian	OW	OPS
5-34D-35 BTR	34	030S	050W	4301351187		Indian	Fee	OW	OPS
5-10D-45 BTR	10	040S	050W	4301351221		Indian	Indian	OW	OPS
5-3D-45 BTR	3	040S	050W	4301351810		Indian	Indian	OW	OPS
9-34D-35 BTR	34	030S	050W	4301352117		Fee	Fee	OW	OPS
5-35D-35 BTR	35	030S	050W	4301352118		Fee	Fee	OW	OPS
1-2D-46 BTR	2	040S	060W	4301353086		Indian	Fee	OW	OPS
7-21-46 DLB	21	040S	060W	4301333567	16526	Indian	Indian	OW	P
LC TRIBAL 1H-27-46	27	040S	060W	4301333568	18175	Indian	Fee	GW	P
7-29-46 DLB	29	040S	060W	4301333584	17603	Indian	Fee	GW	P
LC TRIBAL 12H-28-46	28	040S	060W	4301333631	18132	Indian	Indian	GW	P
LC TRIBAL 13H-21-46	21	040S	060W	4301333632	18107	Indian	Indian	GW	P
12-36-36 BTR	36	030S	060W	4301333638	16336	Indian	Fee	GW	P
5-5-46 BTR	5	040S	060W	4301333639	16542	Indian	Fee	OW	P
5-23-36 BTR	23	030S	060W	4301333642	16675	Indian	Fee	GW	P
14-29-36 BTR	29	030S	060W	4301333643	16725	Indian	Fee	OW	P
14-30-36 BTR	30	030S	060W	4301333644	16701	Indian	Fee	GW	P
7-20-46 DLB	20	040S	060W	4301333657	16584	Indian	Indian	OW	P
LC TRIBAL 5-21D-46	21	040S	060W	4301333658	18887	Indian	Indian	OW	P
5-20-46 DLB	20	040S	060W	4301333659	18750	Indian	Indian	GW	P
LC TRIBAL 13H-20-46	20	040S	060W	4301333678	17979	Indian	Indian	GW	P
14-7-46 BTR	7	040S	060W	4301333806	16890	Indian	Indian	GW	P
7-8-45 BTR	8	040S	050W	4301333820	16974	Indian	Indian	OW	P

From: Bill Barrett Corporation

To: Rig II, LLC

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1-5-45 BTR	5	040S	050W	4301333868	16931	Indian	Indian	OW	P
5-16-36 BTR	16	030S	060W	4301333970	17195	Indian	Fee	OW	P
5-29-36 BTR	29	030S	060W	4301333972	17557	Indian	Fee	OW	P
4-30-36 BTR	30	030S	060W	4301333973	17249	Indian	Fee	OW	P
7-19-46 DLB	19	040S	060W	4301334004	19018	Indian	Indian	OW	P
5-25-36 BTR	25	030S	060W	4301334021	17126	Fee	Fee	OW	P
5-4-45 BTR	4	040S	050W	4301334089	17507	Indian	Indian	OW	P
13-2-46 BTR	2	040S	060W	4301334090	18618	Indian	Indian	OW	P
2-3-45 BTR	3	040S	050W	4301334099	17932	Indian	Indian	OW	P
7-6-45 BTR	6	040S	050W	4301334100	17653	Indian	Indian	OW	P
1-9-45 BTR	9	040S	050W	4301334101	17910	Indian	Indian	OW	P
8-10-45 BTR	10	040S	050W	4301334102	17530	Indian	Indian	OW	P
7-17-45 BTR	17	040S	050W	4301334104	17933	Indian	Indian	OW	P
16-7-45 BTR	7	040S	050W	4301334111	17665	Indian	Indian	OW	P
15-18-45 BTR	18	040S	050W	4301334112	17832	Indian	Indian	OW	P
6-12-46 BTR	12	040S	060W	4301334114	17964	Indian	Indian	OW	P
5-13-46 BTR	13	040S	060W	4301334115	17833	Indian	Indian	OW	P
16-26-36 BTR	26	030S	060W	4301334132	18028	Indian	Fee	OW	P
1-23-36 BTR	23	030S	060W	4301334136	17722	Indian	Fee	OW	P
15-10-36 BTR	10	030S	060W	4301334277	17419	Indian	Fee	OW	P
14-5-46 BTR	5	040S	060W	4301350307	17624	Fee	Fee	OW	P
14X-22-46 DLB	22	040S	060W	4301350351	17604	Indian	Indian	OW	P
16-13-36 BTR	13	030S	060W	4301350372	17853	Indian	Fee	OW	P
5-33-46 DLB	33	040S	060W	4301350397	17765	Indian	Fee	OW	P
5-34-46 DLB	34	040S	060W	4301350415	17801	Indian	State	GW	P
LC FEE 12H-32-46	32	040S	060W	4301350431	18003	Fee	Fee	OW	P
1-13D-47 BTR	13	040S	070W	4301350445	18205	Indian	Fee	OW	P
16-8D-45 BTR	8	040S	050W	4301350466	18799	Indian	Indian	OW	P
7-13D-46 BTR	13	040S	060W	4301350470	18076	Indian	Indian	OW	P
14-8D-45 BTR	8	040S	050W	4301350567	18207	Indian	Indian	OW	P
14-5D-45 BTR	5	040S	050W	4301350568	18108	Indian	Indian	OW	P
16-31D-36 BTR	31	030S	060W	4301350573	18004	Indian	Fee	OW	P
5-7D-46 BTR	7	040S	060W	4301350574	18176	Indian	Indian	OW	P
LC TRIBAL 13H-33-46	34	040S	060W	4301350575	18223	Indian	State	OW	P
5-8-45 BTR	8	040S	050W	4301350607	18279	Indian	Indian	OW	P
16-6D-45 BTR	6	040S	050W	4301350610	18177	Indian	Indian	OW	P
5-18D-45 BTR	18	040S	050W	4301350611	18300	Indian	Indian	OW	P
7-26-37 BTR	26	030S	070W	4301350641	18131	Indian	Fee	OW	P
3-11D-36 BTR	11	030S	060W	4301350642	18299	Indian	Fee	OW	P
16-1D-46 BTR	1	040S	060W	4301350675	18525	Indian	Indian	OW	P
14-3-45 BTR	3	040S	050W	4301350676	18363	Indian	Indian	OW	P

From: Bill Barrett Corporation

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4-17D-45 BTR	17	040S	050W	4301350687	18517	Indian	Indian	OW	P
5-6D-45 BTR	6	040S	050W	4301350688	18726	Indian	Indian	OW	P
7-7D-45 BTR	7	040S	050W	4301350689	18380	Indian	Indian	OW	P
14-10D-45 BTR	10	040S	050W	4301350754	18447	Indian	Indian	OW	P
14-9D-45 BTR	9	040S	050W	4301350755	18379	Indian	Indian	OW	P
13-16D-36 BTR	16	030S	060W	4301350757	18206	Indian	State	OW	P
5-9D-36 BTR	9	030S	060W	4301350843	18381	Indian	Fee	OW	P
16-5D-46 BTR	5	040S	060W	4301350844	18280	Fee	Fee	OW	P
5-27D-37 BTR	27	030S	070W	4301350847	18526	Indian	Fee	OW	P
7-4D-45 BTR	4	040S	050W	4301350884	18562	Indian	Indian	OW	P
2-16D-45 BTR	16	040S	050W	4301350899	18619	Indian	Indian	OW	P
16-10D-45 BTR	10	040S	050W	4301350902	18725	Indian	Indian	OW	P
5-2D-36 BTR	2	030S	060W	4301350913	18886	Indian	Fee	OW	P
13H-27-36 BTR	27	030S	060W	4301350918	18445	Indian	State	OW	P
8-16D-46 BTR	16	040S	060W	4301350953	19027	Indian	Indian	OW	P
16-16D-46 BTR	16	040S	060W	4301350956	19028	Indian	Indian	OW	P
16-9D-45 BTR	9	040S	050W	4301350962	18662	Indian	Indian	OW	P
14-31D-36 BTR	31	030S	060W	4301350973	18524	Indian	Fee	OW	P
5-10D-36 BTR	10	030S	060W	4301350978	18989	Indian	Fee	OW	P
1-32D-36 BTR	32	030S	060W	4301350979	18648	Indian	Fee	OW	P
16-12D-36 BTR	12	030S	060W	4301350980	18748	Indian	Fee	OW	P
2-18D-45 BTR	18	040S	050W	4301350991	18776	Indian	Indian	OW	P
3-1-46 BTR	1	040S	060W	4301351017	18777	Indian	Fee	OW	P
10-5-45 BTR	5	040S	050W	4301351062	18724	Indian	Indian	OW	P
12-4D-45 BTR	4	040S	050W	4301351063	18813	Indian	Indian	OW	P
1-10D-45 BTR	10	040S	050W	4301351064	18966	Indian	Indian	OW	P
16-2D-46 BTR	2	040S	060W	4301351079	18830	Indian	Indian	OW	P
9H-4-45 BTR	4	040S	050W	4301351092	18814	Indian	Indian	OW	P
12-17-45 BTR	17	040S	050W	4301351097	18984	Indian	Indian	OW	P
5-9D-46 BTR	9	040S	060W	4301351109	19313	Indian	Fee	OW	P
14-9D-36 BTR	9	030S	060W	4301351144	19004	Indian	Fee	OW	P
5-31D-36 BTR	31	030S	060W	4301351146	18691	Indian	Fee	OW	P
4-9D-45 BTR	9	040S	050W	4301351157	18883	Indian	Indian	OW	P
8-12D-46 BTR	12	040S	060W	4301351159	18911	Indian	Indian	OW	P
LC TRIBAL 16-23D-47	23	040S	070W	4301351180	18617	Indian	Indian	OW	P
14-7D-45 BTR	7	040S	050W	4301351222	18949	Indian	Indian	OW	P
5-16D-45 BTR	16	040S	050W	4301351223	18987	Indian	Indian	OW	P
4-5D-45 BTR	5	040S	050W	4301351242	18882	Indian	Indian	OW	P
LC TRIBAL 16H-19-45	19	040S	050W	4301351278	18627	Indian	Indian	OW	P
LC TRIBAL 13-19D-45	19	040S	050W	4301351280	18628	Indian	Indian	OW	P
LC TRIBAL 5-30D-45	30	040S	050W	4301351281	19448	Indian	Indian	OW	P

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LC TRIBAL 15-24D-46	24	040S	060W	4301351283	18626	Indian	Indian	OW	P
LC TRIBAL 13H-24-46	19	040S	050W	4301351289	18629	Indian	Indian	OW	P
7-16-47 BTR	16	040S	070W	4301351296	18950	Indian	Fee	OW	P
14-18D-45 BTR	18	040S	050W	4301351313	19005	Indian	Indian	OW	P
LC TRIBAL 16-30D-46	30	040S	060W	4301351320	19006	Indian	Indian	OW	P
LC TRIBAL 5-20D-45	20	040S	050W	4301351331	19449	Indian	Indian	OW	P
11-8D-46 BTR	8	040S	060W	4301351336	19314	Indian	Indian	OW	P
5-7D-45 BTR	7	040S	050W	4301351350	18951	Indian	Indian	OW	P
7-5-35 BTR	5	030S	050W	4301351599	19078	Indian	Fee	OW	P
13-5D-35 BTR	5	030S	050W	4301351600	18996	Indian	Fee	OW	P
11-5D-35 BTR	5	030S	050W	4301351601	19061	Fee	Fee	OW	P
15-5D-35 BTR	5	030S	050W	4301351602	19062	Fee	Fee	OW	P
9-5D-35 BTR	5	030S	050W	4301351609	19029	Indian	Fee	OW	P
3-5D-35 BTR	5	030S	050W	4301351638	19079	Indian	Fee	OW	P
7-8-46 BTR	8	040S	060W	4301351702	19315	Indian	Indian	OW	P
7-30-46 DLB	30	040S	060W	4301351703	18997	Fee	Indian	OW	P
3-13D-46 BTR	13	040S	060W	4301351718	18881	Indian	Indian	OW	P
2-13D-46 BTR	13	040S	060W	4301351719	18885	Indian	Indian	OW	P
12-12D-46 BTR	12	040S	060W	4301351720	18867	Indian	Indian	OW	P
10-12D-46 BTR	12	040S	060W	4301351721	18856	Indian	Indian	OW	P
11-11D-47 BTR	11	040S	070W	4301352091	19633	Fee	Fee	OW	P
7-12D-47 BTR	12	040S	070W	4301352094	19600	Indian	Fee	OW	P
5-12D-47 BTR	12	040S	070W	4301352095	19634	Indian	Fee	OW	P
14-33D-35 BTR	33	030S	050W	4301352162	19450	Indian	Fee	OW	P
16-33D-35 BTR	33	030S	050W	4301352163	19451	Indian	Fee	OW	P
14-22-46 DLB	22	040S	060W	4301333660	17604	Indian	Indian	D	PA
13H-31-36 BTR	31	030S	060W	4301350465	18485	Indian	Fee	OW	PA
16X-23D-36 BTR	23	030S	060W	4301350623	18007	Indian	State	OW	PA
8-6-45 BTR	6	040S	050W	4301350900	18561	Indian	Indian	OW	PA
13-13-36 BTR	13	030S	060W	4301350919	18364	Indian	Fee	OW	PA
7-28-46 DLB	28	040S	060W	4301333569	16460	Indian	Indian	OW	S
5-21-36 BTR	21	030S	060W	4301333641	16674	Indian	Fee	GW	S
13-26-36 BTR	26	030S	060W	4301333980	17569	Indian	Fee	OW	S
14-1-46 BTR	1	040S	060W	4301334113	18516	Indian	Indian	OW	S
16-21-36 BTR	21	030S	060W	4301334130	17721	Indian	Fee	OW	S
14-21-36 BTR	21	030S	060W	4301334131	18006	Indian	Fee	OW	S
7-16-36 BTR	16	030S	060W	4301334133	17834	Indian	Fee	OW	S
1-30-36 BTR	30	030S	060W	4301334134	17905	Indian	Fee	OW	S
16-30-36 BTR	30	030S	060W	4301334135	18005	Indian	Fee	OW	S
3-23-36 BTR	23	030S	060W	4301334137	17860	Indian	Fee	OW	S
16-16-36 BTR	16	030S	060W	4301334138	17666	Indian	Fee	OW	S

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

4-26-36 BTR	26	030S	060W	4301334139	17620	Fee	Fee	OW	S
9-11-36 BTR	11	030S	060W	4301334276	17451	Indian	Fee	OW	S
3-36-36 BTR	36	030S	060W	4301350398	17955	Indian	Fee	OW	S
7-10-36 BTR	10	030S	060W	4301350437	18052	Indian	Fee	OW	S
16-12D-46 BTR	12	040S	060W	4301350467	18051	Indian	Indian	OW	S
13H-13-46 BTR	13	040S	060W	4301350468	18208	Indian	Indian	OW	S
13-12-46 BTR	12	040S	060W	4301350469	18233	Indian	Indian	OW	S
14-8D-36 BTR	8	030S	060W	4301350612	18163	Indian	Fee	OW	S
14-7D-36 BTR	7	030S	060W	4301350613	18330	Indian	Fee	OW	S
16-9-36 BTR	9	030S	060W	4301350645	18078	Indian	Fee	OW	S
7-27-37 BTR	27	030S	070W	4301350647	18090	Indian	Fee	OW	S
16-12D-37 BTR	12	030S	070W	4301350785	18446	Indian	Fee	OW	S
14-21D-37 BTR	21	030S	070W	4301350859	18548	Indian	Fee	OW	S
10-18D-36 BTR	18	030S	060W	4301350915	18884	Indian	Fee	OW	S
5-27D-36	27	030S	060W	4301350917	18482	Indian	State	OW	S
10-36D-36 BTR	36	030S	060W	4301351005	18523	Indian	Fee	OW	S
14-6D-45 BTR	6	040S	050W	4301351158	18967	Indian	Indian	OW	S
5H-1-46 BTR UTELAND BUTTE	6	040S	050W	4301351215	18728	Indian	Indian	OW	S
5H-1-46 BTR WASATCH	6	040S	050W	4301351216	18727	Indian	Indian	OW	S
1-25D-36 BTR	25	030S	060W	4301351294	18798	Indian	Fee	OW	S
5-5D-35 BTR	5	030S	050W	4301351605	19055	Indian	Fee	OW	S
16-23-36 BTR	23	030S	060W	4301333971	17182	Indian	Fee	OW	TA
LC TRIBAL 14-23D-47	23	040S	070W	4301334022	18616	Indian	Indian	OW	TA
5-32D-36 BTR	32	030S	060W	4301350756	18328	Indian	Fee	OW	TA



October 20, 2016

Re: Bill Barrett Corporation Transfer to New Operator

Dear Ms. Medina:

Attached please find the change of operation Form 9, Form 5's and Request to Transfer APD form changing the operator from Bill Barrett Corporation to RIG II, LLC, effective 11/1/2016. Badlands Energy – Utah, LLC will be a sub-operator.

**New Operator Contact information:**

RIG II, LLC  
1582 West 2600 South  
Woods Cross, Utah 84087-0298  
Telephone:(801) 683-4245  
Fax:(801) 298-9889

Upon reviewing the attached, please contact myself with any questions at 303-312-8115.

Sincerely,

Bill Barrett Corporation

A handwritten signature in cursive script that reads 'Brady Riley'.

Brady Riley  
Permit Analyst

**RECEIVED**  
OCT 21 2016  
DIV. OF OIL, GAS & MINING

**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

FORM 9

**SUNDRY NOTICES AND REPORTS ON WELLS**

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

1. TYPE OF WELL OIL WELL <input checked="" type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER _____		5. LEASE DESIGNATION AND SERIAL NUMBER: (see attached well list)
2. NAME OF OPERATOR: RIG II, LLC <u>N14055</u>		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: N/A
3. ADDRESS OF OPERATOR: 1582 West 2600 South CITY Wood Cross STATE UT ZIP 84087		7. UNIT or CA AGREEMENT NAME:
PHONE NUMBER: (801) 683-4245		8. WELL NAME and NUMBER: (see attached well list)
4. LOCATION OF WELL FOOTAGES AT SURFACE: (see attached well list) COUNTY:		9. API NUMBER:
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: STATE: UTAH		10. FIELD AND POOL, OR WILDCAT:

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT (Submit In Duplicate) Approximate date work will start: <u>11/1/2016</u>	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion:	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input checked="" type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> OTHER: _____
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

RIG II, LLC IS SUBMITTING THIS SUNDRY AS NOTIFICATION THAT THE WELLS LISTED ON THE ATTACHED LIST HAVE BEEN SOLD TO RIG II, LLC BY BILL BARRETT CORPORATION EFFECTIVE 11/1/2016. PLEASE REFER ALL FUTURE CORRESPONDENCE TO THE ADDRESS BELOW.

RIG II, LLC  
1582 West 2600 South  
Woods Cross, Utah 84087-0298  
801-683-4245  
(STATE/FEE BOND # 9219529/ BLM BOND # UTB000712/ BIA BOND # LPM9224670)

BILL BARRETT CORPORATION N21165  
Duana Zavala NAME (PLEASE PRINT)  
Duana Zavala SIGNATURE  
Senior Vice President -  
EH&S, Government and Regulatory Affairs

RIG II, LLC  
Jesse McSwain NAME (PLEASE PRINT)  
Jesse McSwain SIGNATURE  
Manager

NAME (PLEASE PRINT) Jesse McSwain TITLE Manager  
SIGNATURE Jesse McSwain DATE 10/20/16

(This space for State use only)

**APPROVED**

NOV 07 2016

DIV. OIL GAS & MINING  
BY: Rachael Medina

**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

**Request to Transfer Application or Permit to Drill**

(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

<b>Well name:</b>	(See attached list)
<b>API number:</b>	
<b>Location:</b>	Qtr-Qtr:                      Section:                      Township:                      Range:
<b>Company that filed original application:</b>	Bill Barrett Corporation
<b>Date original permit was issued:</b>	
<b>Company that permit was issued to:</b>	Bill Barrett Corporation

Check one	Desired Action:
<input type="checkbox"/>	<b>Transfer pending (unapproved) Application for Permit to Drill to new operator</b>
	The undersigned as owner with legal rights to drill on the property, hereby verifies that the information as submitted in the pending Application for Permit to Drill, remains valid and does not require revision. The new owner of the application accepts and agrees to the information and procedures as stated in the application.
<input checked="" type="checkbox"/>	<b>Transfer approved Application for Permit to Drill to new operator</b>
	The undersigned as owner with legal rights to drill on the property as permitted, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision.

Following is a checklist of some items related to the application, which should be verified.	Yes	No
If located on private land, has the ownership changed?	✓	
If so, has the surface agreement been updated?		✓
Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location?		✓
Have there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well?		✓
Have there been any changes to the access route including ownership or right-of-way, which could affect the proposed location?		✓
Has the approved source of water for drilling changed?		✓
Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation?		✓
Is bonding still in place, which covers this proposed well? Bond No. <small>9219529-UDOGM / UTB000712-BLM / LPM9224670-BIA</small>	✓	

Any desired or necessary changes to either a pending or approved Application for Permit to Drill that is being transferred, should be filed on a Sundry Notice, Form 9, or amended Application for Permit to Drill, Form 3, as appropriate, with necessary supporting information as required.

Name (please print) Jesse McSwain                      Title Manager  
 Signature                       Date 10/20/16  
 Representing (company name) RIG II, LLC

The person signing this form must have legal authority to represent the company or individual(s) to be listed as the new operator on the Application for Permit to Drill.

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

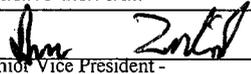
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

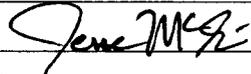
Well Name and Number 6-32-36 BTR SWD	API Number 4301350921
Location of Well Footage : 1628 FNL 1553 FWL County : DUCHENSE QQ, Section, Township, Range: SENW 32 3S 6W State : UTAH	Field or Unit Name CEDAR RIM Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

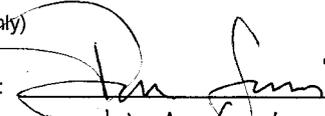
**CURRENT OPERATOR**

Company: BILL BARRETT CORPORATION	Name: Duane Zavadil
Address: 1099 18th Street Ste 2300	Signature: 
city DENVER state CO zip 80202	Title: Senior Vice President - EH&S, Government and Regulatory Affairs
Phone: (303) 293-9100	Date: 10/20/16
Comments:	

**NEW OPERATOR**

Company: RIG II, LLC	Name: Jesse McSwain
Address: 1582 West 2600 South	Signature: 
city Wood Cross state UT zip 84087	Title: Manager
Phone: (801) 683-4245	Date: 10/20/16
Comments:	

(This space for State use only)

Transfer approved by:   
Title: UIC Geologist

Approval Date: 11/3/16

Comments:

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

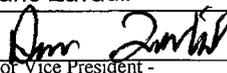
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

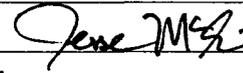
Well Name and Number 16-6D-46 BTR SWD	API Number 4301350781
Location of Well Footage : 0200 FSL 0099 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 6 4S 6W State : UTAH	Field or Unit Name ALTAMONT Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadil</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Date: <u>10/20/16</u>
Comments:	

**NEW OPERATOR**

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by:   
Title: VIC

Approval Date: 11/3/16

Comments:

**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

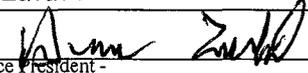
UIC FORM 5

**TRANSFER OF AUTHORITY TO INJECT**

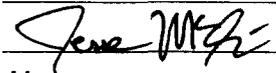
Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well  Footage : 0539 FSL 0704 FEL  County : DUCHESNE	Field or Unit Name CEDAR RIM
	Lease Designation and Number 2OG0005608
QQ, Section, Township, Range: SESE 9 3S 6W	State : UTAH

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadil</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: 
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Title: <u>EH&amp;S, Government and Regulatory Affairs</u>
Comments:	Date: <u>10/20/16</u>

**NEW OPERATOR**

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: 
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Title: \_\_\_\_\_

Comments:

*This well was approved by USEPA.  
EPA approval will be required.*