

**AGREEMENT FOR
RIGHT OF WAY, PIPELINE EASEMENT AND SURFACE ACCESS**

THIS AGREEMENT made and entered into this 4th day of November, 2009, by and between **Peters 313 Ranch, Inc.**, PO Box M, Carpenter, WY 82054, hereinafter designated as "Surface Owner" and **EOG Resources, Inc.**, hereinafter referred to as "Operator", whose address is 600 17th Street, Suite 1000N, Denver, CO 80202.

WITNESSETH, that

WHEREAS, Operator is the Lessee under that certain Oil and Gas Lease dated February 8th, 2008 and recorded at Reception No.3573342 by and between Owner and Operator, covering the below described lands; and

WHEREAS, Operator wishes to use a portion of Surface Owner's lands for Operator's proposed operations, in order to properly drill, complete rework or re-complete, equip, operate, maintain, produce and plug and abandon any wells and thereafter restore the surface

NOW, THEREFORE, For and in consideration of the mutual covenants and agreements of the parties herein contained, and other good and valuable consideration, the parties hereto AGREE AS FOLLOWS:

1. **Said Land.** The Surface Owner owns the surface estate to the following described lands, hereinafter referred to as "Said Land" in Weld County, State of Colorado, to wit:

Township 12 North, Range 63 West of the 6th P.M.
Section 28: All

Containing 640.000 acres, more or less

2. **Right-of-Way.** That in order for Operator to enter, drill, complete, produce and operate oil and/or gas well(s) and production facilities on Said Land, it is necessary that it cross and use certain property of Surface Owner, as provided for under the pertinent oil and gas lease(s), and the parties do hereby agree as to the damages, the right of entry and surface use thereof. For and in consideration of the hereinafter specified amounts, Surface Owner hereby grants to Operator the exclusive right for it, its agents, employees and contractors, and their agents and employees, to enter upon the surface of Said Land for the purpose of conducting oil and gas exploration, drilling, production and marketing activities. Surface Owner agrees to Operator's use of access roads, gathering pipelines and power lines across Lands for gathering of non-lease materials.

3. **Termination of Rights.** Except as may otherwise be provided herein, this Agreement shall automatically terminate upon the termination of that certain Memorandum Giving

20. **Indemnity.** Operator shall, and hereby expressly agrees to defend, indemnify and hold Surface Owner, its subsidiaries and affiliates, its successors, assigns, employees and agents, harmless from and against any and all loss, expense, liens, claims, demands and causes of action of every kind and character (including those of the parties, their agents and employees), for death, personal injury, property damage or other liability, damage, fine or penalty, including costs, attorney fees and settlements arising out of or in connection with the operations of Operator and associated work performed by Operator pursuant to this Agreement, by any act or omission of Operator or any of its subcontractors, agents, employees, invitees or licensees.

21. **Law.** This agreement shall be governed and construed in accordance with the laws of the State of Colorado.

22. **Assignment.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors and assigns. Any sale by Surface Owner of his interest in Said Land shall be made subject to the terms and conditions of this Agreement.

23. **Notification.** Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, addressed to the party to which it is intended at the address set forth below for such party:

If to Surface Owner:

Peters 313 Ranch, Inc.
PO Box M
Carpenter, WY 82054

If to Operator:

EOG Resources, Inc.
600 17th Street, Suite 1000N
Denver, CO 80202
Attn: Land Department


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THIER HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

SURFACE OWNERS

OPERATOR

Peters 313 Ranch, Inc.

EOG Resources, Inc.

BY: 

BY: _____

PETERS 313 RANCH, INC.
PO BOX M
CARPENTER, WY 82054

RE: NOTICE LETTER OF INTENT TO DRILL
Proposed Fox Creek 5-28H
Section 28, T12N, R63W
Weld County, Colorado
OPERATOR: EOG RESOURCES, INC.

CONSULTATION PREFERENCE

Surface owner hereby requests that all consultation concerning the drilling and reclamation operations of the captioned well be discussed with:

X

Surface Owner

Surface Owner's Tenant:

Name, Address, Phone # of Tenant if applicable

WAIVER OF 30 DAY NOTICE VIA LETTER OF INTENT TO DRILL

Surface owner hereby waives the required 30-day notice of commencement of operations with heavy equipment on the captioned well:

X

YES

_____ NO

ACKNOWLEDGED THIS 4 day of Nov., 2009

Name and Title of Company Representative (PLEASE PRINT)

Peters 313 Ranch Inc.
John Peters Creek

Signature

Signature

NOTICE REQUIREMENTS (RULE 305)

Re:

In accordance with the Colorado Oil & Gas Conservation Commission for Notices of Oil and Gas Operations, Rule 305, the following information is required to be provided:

- Operations on the **Fox Creek 5-28H Well** are estimated to commence on approximately **December 1, 2009**.
- The operator will be:

EOG Resources, Inc.
600 17th St. Suite 1000
Denver, CO. 80202

You may contact Jennifer Yu, Regulatory Administrator, at 303-824-5576 if you have questions regarding this notice.

- The legal description of the lands upon which operations will be conducted are as follows:
Fox Creek 5-28H Well
SESE, Section-28-T12N-R63
Weld County, Colorado
- The surface owner has the responsibility for notifying any affected tenant of the proposed operations.
- Included with this letter is a return addressed, postage-prepaid postcard upon which you may request your preference with respect to consultation requirements under Rule 306.

A brochure describing surface owner rights is attached:

By signing below the surface owner(s) **John L. Peters and Sharon A. Peters** waive the above notification requirements of Rule 305. (List below any Rule 305 notice requirements excluded from this waiver.)

By: *John L. Peters*

By: _____

By: _____

By: _____