

SURFACE USE AND DAMAGE AGREEMENT

THIS AGREEMENT made and entered into this 26 day of June, 2015, by and between Peters 313 Ranch, Inc., a Colorado Corporation, with addresses of PO Box M, Carpenter, WY 82054, and 33988 Weld County Road 136 1/2, Hereford, CO 80732, 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 wishes to use Surface Owner's lands for Operator's proposed operations, in order to 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 26: SE1/4 (except that parcel in the NE1/4SE1/4 owned by Meadowlark Midstream Company, LLC), N1/2 (except those parcels in the NE1/4 owned by EOG Resources, Inc. and Meadowlark Midstream Company, LLC)

Section 27: ALL

Section 28: ALL

Section 33: ALL

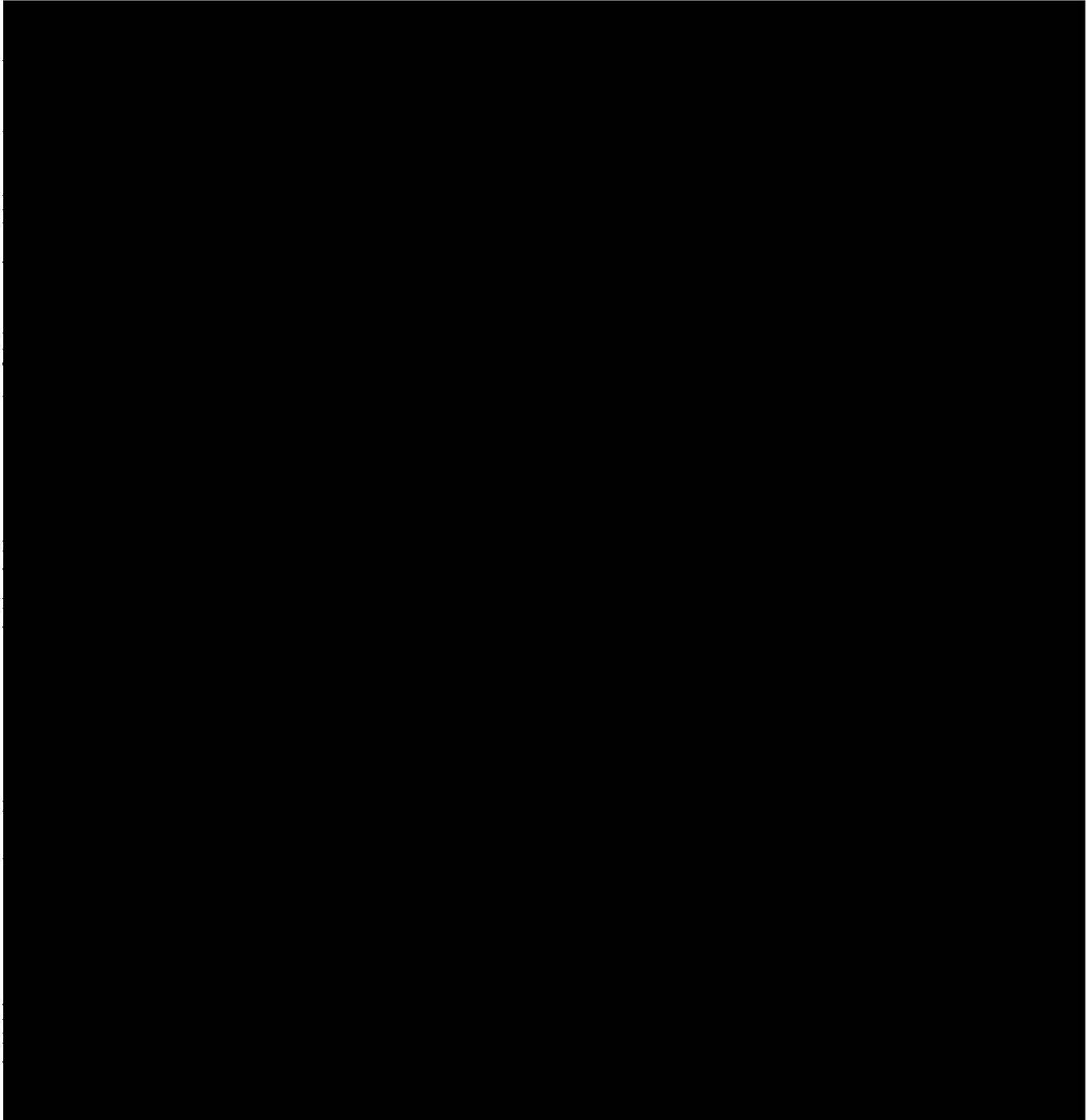
Section 34: ALL

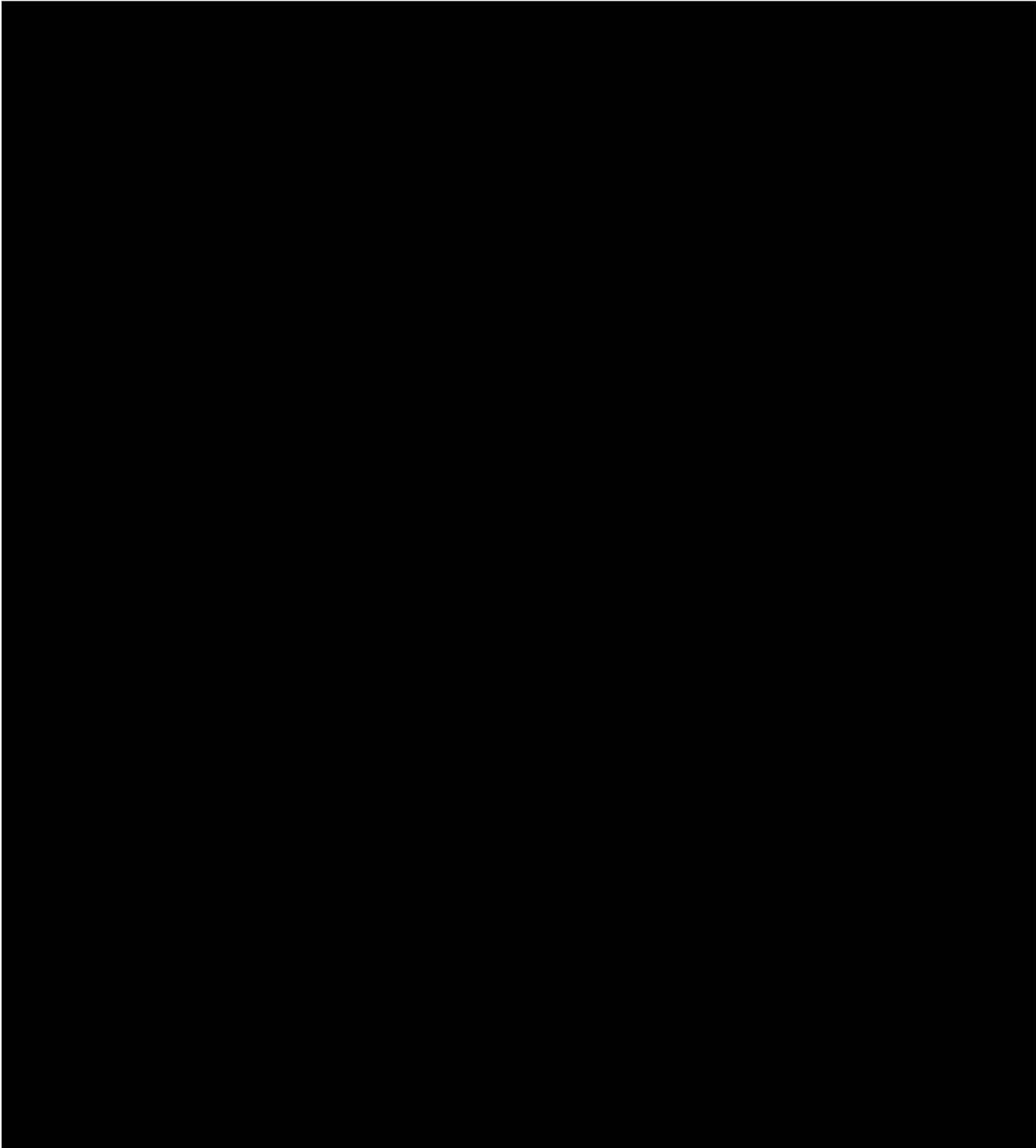
Section 35: N1/2

Weld County, Colorado

2. **Right-of-Way.** This Agreement shall apply to all access and use of the surface and subsurface of the Property by and on behalf of Operator, its agents, employees, contractors, and service companies, for the purpose of conducting oil and gas operations thereupon, including but not limited to drilling, completing, and producing oil and gas wells at any legal locations allowed and/or at such exception locations as are approved by the Colorado Oil & Gas Conservation Commission ("COGCC") or other managing regulatory agency, together with all operations necessary for the exploration, production, processing, gathering, marketing, and transportation of oil, gas, water and minerals, including rights-of-way across the Property to other lands owned or leased by Operator to the extent necessary to construct and maintain access roads, well pads, tank batteries, power lines, water lines, wellbores, pipelines and all other facilities in connection with the Oil or Gas Operations, including temporary surface water lines, upon the Property (collectively, "Oil and Gas Operations"). That in order for Operator to conduct Oil and Gas Operations, it is necessary that Operator cross and use certain property of Surface Owner, 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 Operations, including rights-of-way in, on, over, through and across the Property to and from other lands owned or leased by Operator. Surface Owner agrees to Operator's use of access roads, pipelines, waterlines and powerlines in, on, over, through, and across Said Lands for gathering, transportation and transmission of materials, from within or outside of Said Lands.





If to Operator:
EOG Resources, Inc.
600 17th Street, Suite 1000N
Denver, CO 80202
Attn: Pete Garbee

If to Surface Owner:
John L. Peters, President
Peters 313 Ranch, Inc.
PO Box M
Carpenter, WY, 82054

24. **Entire Agreement.** This Agreement constitutes the entire understanding among the parties, their respective members, partners, trustees, shareholders, officers, directors and employees with respect to the subject matter hereof, superseding all prior negotiations, prior discussions and prior agreements and understandings relating to such subject matter, expressly including that certain Agreement for Right of Way, Pipeline Easement and Surface Access dated November 4, 2009, between Peters 313 Ranch, Inc. and EOG Resources, Inc., which is hereby entirely made null and void and replaced in its entirety.

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

OPERATOR: EOG Resources, Inc.

By: _____

J. Michael Schween, Agent
and Attorney-in-Fact

MLC
RB

SURFACE OWNER: Peters 313 Ranch, Inc.

John L. Peters, President

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 18 day of June, **2015** by **John L. Peters as President on behalf of Peters 313 Ranch, Inc., a Colorado Corporation.**

Lorna L. Dunlap
Notary Public

3/21/2017
Commission Expiration



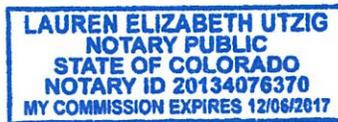
(NOTARY SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26 day of June, **2015** by **J. Michael Schween as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation.**

Lauren Elizabeth Utzig
Notary Public

12/6/2017
Commission Expiration



(NOTARY SEAL)