

AGREEMENT FOR RIGHT OF WAY, PIPELINE EASEMENT AND SURFACE ACCESS

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between **Meader Ranch Inc., a Colorado Corporation, Charles P. Meader, President,** of **65009 CR 67, Grover, CO 80729**, 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 the 6th of March, 2008 and recorded at Reception No. 3616018 by and between Surface Owner and Operator, covering the below described lands; and Operator is the Lessee under that certain Oil and Gas Lease dated the 25th of March, 2008 and recorded at Reception No. 3577293 by and between Owner and Operator, covering portions of 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 11 North, Range 63 West of the 6th P.M.

Section 3: All

Section 4: All

Section 5: S2

Section 8: All

Section 9: All

Section 10: W2

Section 19: Lots 1, 2, 3, and 4; E/2 W/2 (W/2) (321.94)

Section 21: W2

Section 30: Lots 1, 2, 3, and 4; E/2 W/2 (W/2) (321.60)

Township 11 North, Range 64 West of the 6th P.M.

Section 13: All

Section 23: All

Section 24: All

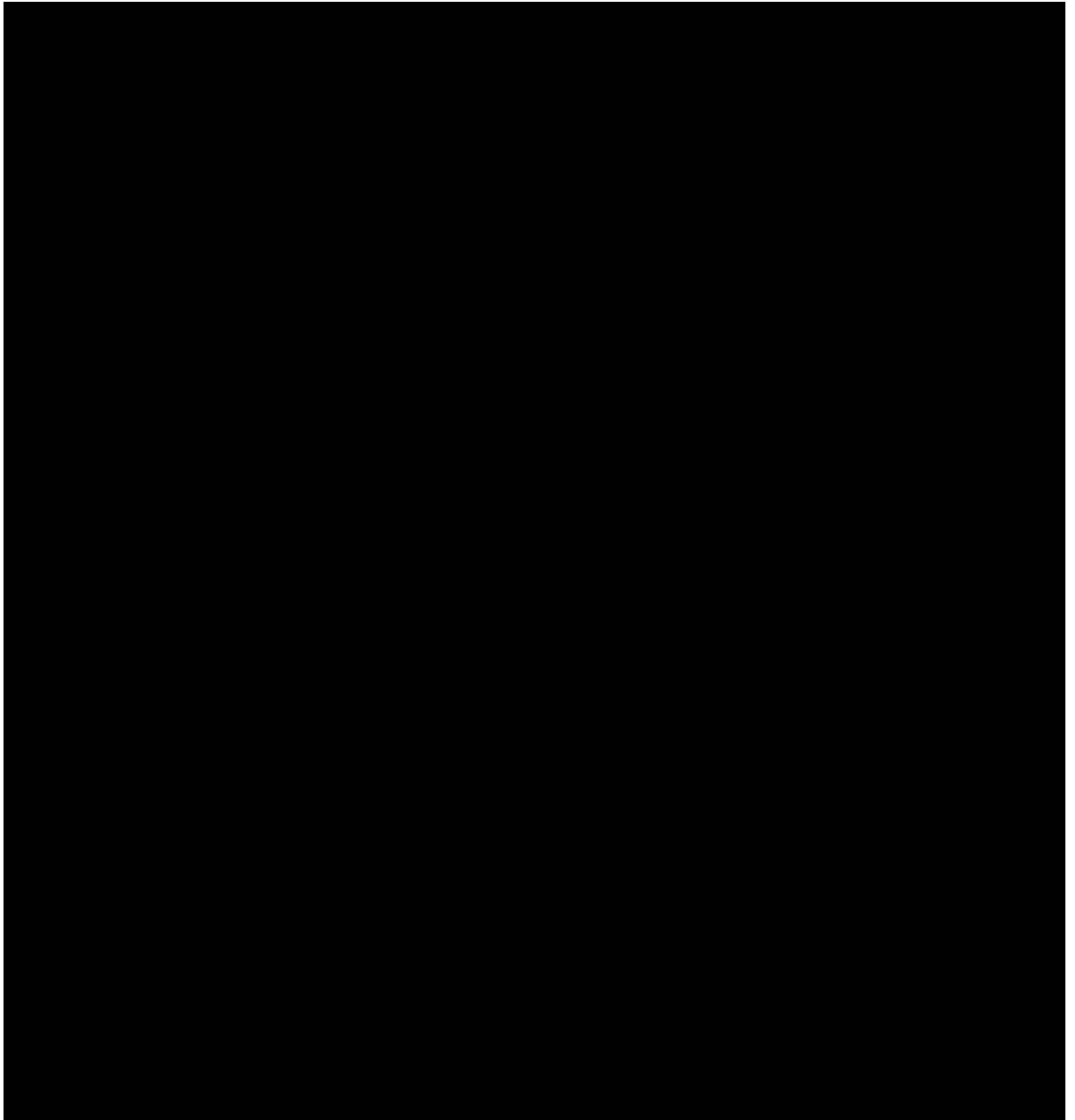
Section 25: All

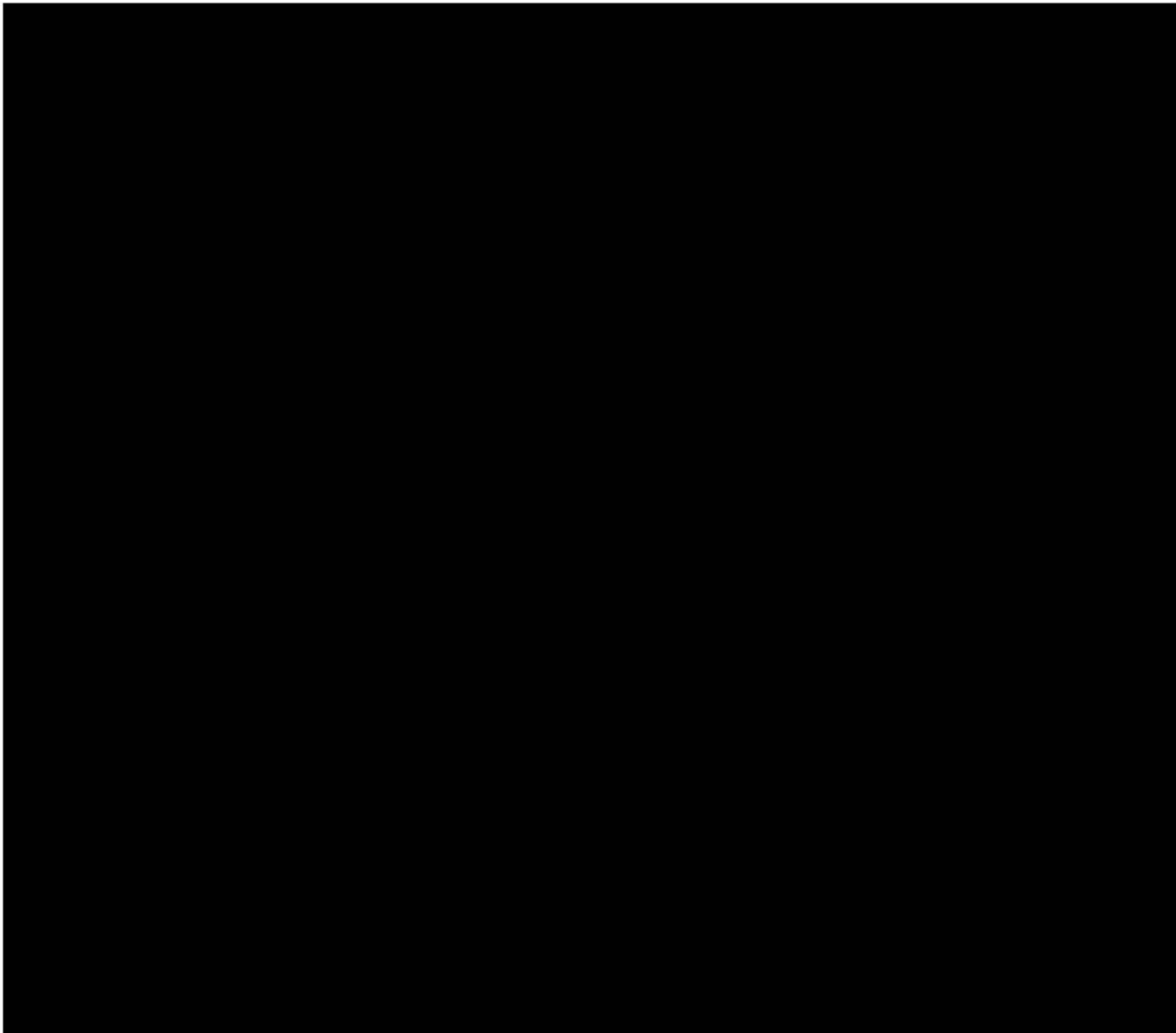
Section 35: All

Containing **7,363.54** acres, more or less



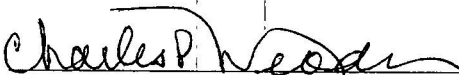
2. **Right-of-Way.** That in order for Operator to enter, drill, complete, produce and operate oil and/or gas well(s) and production facilities on Said Land, it is necessary that it cross and use certain property of Surface Owner, as provided for under the pertinent oil and gas lease(s), and the parties 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.





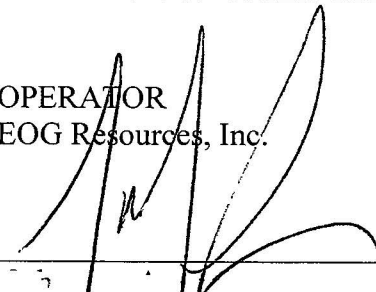
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THIER HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

SURFACE OWNER


Charles P. Meader, President
Meader Ranch Inc.

OPERATOR
EOG Resources, Inc.

By:


J. Michael Schween
Agent and Attorney-in-Fact