

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

THIS AGREEMENT made and entered into this 30th day of October 2009 by and between **Denkai Animal Sanctuary**, a Colorado Non Profit Corporation of 3671 WCR 126, 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 date August 1, 2008 and recorded at Reception No 3590331 by and between Surface 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 11 North, Range 62 West of the 6th P M
Section 20 NE

Township 11 North, Range 63 West of the 6th P M
Section 10 SE

Containing 320 00 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

findings and any artifacts collected will be turned over to the Owner. Any such information gathered in violation of this prohibition is and remains the private property of Surface Owner.

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

Denkai Animal Sanctuary
36710 WCR 126
Grover, CO 80729

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 THEIR HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

SURFACE OWNERS

Denkai Animal Sanctuary

BY [Signature] President 11/20/09
Floss Balkburn

BY _____

OPERATOR

EOG Resources Inc

By [Signature]
J. Michael Schween
Agent and Attorney in-Fact

**DENKAI ANIMAL SANCTUARY
36710 COUNTY ROAD 126
GROVER, CO 80729**

**RE NOTICE LETTER OF INTENT TO DRILL
Proposed Critter Creek 5 10H
Section 10, T11N, 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

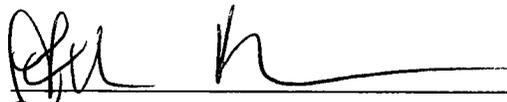
WAIVER OF 30 DAY NOTICE VIA LETTER OF INTENT TO DRILL

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 20th day of November 2009

Floss Blackburn, President
Name and Title of Company Representative (PLEASE PRINT)


Signature

Danny Nelson
