

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

THIS AGREEMENT made and entered into this 5th day of October, 2009, by and between **Kenyon K. Ayars and Norma J. Ayars** of 63546 WCR 67, Grover, Colorado, 80729, hereinafter designated as "Surface Owner" and **EOG Resources, Inc.**, hereinafter referred to as "Operator", whose address is 600 17<sup>th</sup> Street, Suite 1000N, Denver, CO 80202.

WITNESSETH, that

WHEREAS, Operator is the Lessee under that certain Oil and Gas Lease dated January 8, 2008 and recorded at Reception No. 3573306 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 63 West of the 6<sup>th</sup> P.M.

Section 14: All; Section 15: All; Section 21: SE; Section 28: N2; Section 31: W2; Section 33: S2; Section 35: E2

Containing 2720.00 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.

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

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:

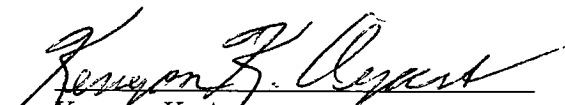
Kenyon K. Ayars and Norma J. Ayars  
63546 WCR 67  
Grover, CO 80729

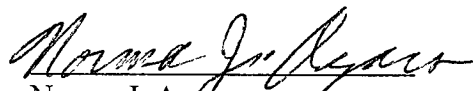
If to Operator:

EOG Resources, Inc.  
600 17<sup>th</sup> 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 OWNER

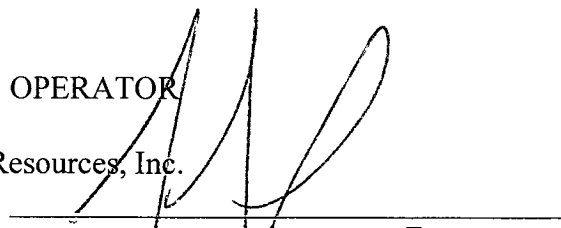
  
Kenyon K. Ayars

  
Norma J. Ayars

OPERATOR

EOG Resources, Inc.

By:

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