

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

THIS AGREEMENT made and entered into this 26th day of November, 2010, by and between Gwendolyn F. Jencks, as President of Jencks Farms, Inc. whose address is 1522 64<sup>th</sup> Ave., Greeley, CO 80634 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 November 26, 2008 and recorded at Reception No. 3595176 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 6 North, Range 61 West, 6<sup>th</sup> P.M.  
Section 5: SW/4  
Section 8: All  
Section 17: S/2SE/4  
Section 21: W/2

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 the extent granted in the oil and gas lease(s) or herein, to enter upon the surface of Said Land for the purpose of conducting oil and gas exploration, drilling, production and marketing activities. Operator agrees to no surface occupancy in Section 17, Township 6 North, Range 61 West of the 6<sup>th</sup> P.M.

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

dated November 26, 2009 and recorded at Reception No. 3595176 by and between Surface Owner and Operator.

4. **Well Sites.** Operator has agreed to pay the sum of \_\_\_\_\_, per well drill site location on lands as consideration for all damages associated with the construction, maintenance and use of such location for drilling, completion and production activities. \_\_\_\_\_ In the event that a well is completed as a well capable of producing oil and/or gas in commercial quantities, Operator shall have the right to install tank batteries, compressor stations (subject to noise limitations of the Colorado Oil and Gas Conservation Commission Rules and Regulations), oil and gas flow lines, pipelines involving only petroleum products produced on the premises or land pooled therewith), and any facilities necessary for the production, storage, disposal, transportation and marketing of gas, water and/or oil from said location.

5. **Access Roads.** Whenever possible, Operator agrees to use existing roads for access to any new location utilized in connection with Operator's drilling, production, or other activities allowed hereunder on Said Land. Operator has agreed to pay the sum of \_\_\_\_\_ as consideration for the construction, maintenance and use of any new roads and rights-of-way necessary for access to any new location utilized in connection with Operator's drilling, production, or other activities allowed hereunder on Said Land. Said roads shall not exceed twentytwo feet (22') in width. Any new roads shall be limited to twenty-two (22) feet in width for the actually traveled roadbed. All roads utilized by Operator will be properly maintained by Operator including prevention of erosion caused by wind or water.

6. **Pipelines and Powerlines.** Operator agrees that, whenever possible, Operator will construct any pipeline and/or powerlines within the access road right-of-way, if one exists. If Operator is unable to construct its pipelines and/or powerlines in the said access road right-of-way, Operator agrees to pay the sum of \_\_\_\_\_ per rod as consideration for a right-of-way and perpetual easement to lay, install, maintain, operate, replace, protect, repair, relocate, change and remove one or more pipelines, powerlines, flow lines, and any appurtenances useful and incident to the operation and protection thereof, for the transportation of oil, gas, water, or any other like or unlike substances which may be moved by and through a pipeline(s), and/or flow line(s), and appurtenances thereto, on over and through Said Land. Operator agrees that any pipelines constructed will not exceed six inches (6") in diameter and will be used as flowlines and gathering line only unless prior consent is obtained from Surface Owner and shall not be unreasonably withheld. (In the event that the "pipelines herein are flow lines, such lines are authorized by the applicable Oil and Gas lease and no additional consideration will be payable) Said Easement shall not exceed thirty (30') feet width without the express written consent of Surface Owner, and Operator agrees to bury all pipe to a minimum depth of thirty six inches (36") whenever reasonably practical to do so and to restore the surface over the same as nearly as possible to its condition prior to the laying of the line or lines. In order to provide public notice of the existence of a pipeline, upon the request of the Operator, Surface Owner agrees to execute a formal "Pipeline Right of Way Grant" to be recorded in said county. Operator shall back fill, compact, reseed, and re-contour the area disturbed by Operator's construction, installation, repair, or removal of any power line or pipeline. Upon termination of this Agreement, as set out in Paragraph 3., and upon request from Owner, Operator shall remove all above ground temporary pipeline and power

18. **Archeological Survey.** Unless required to do so by law, Operator, its employees, agents and independent contractors, are specifically and strictly prohibited from conducting any archeological survey, assessment, or inventory on any of Owner's lands without the express written prior consent of Owner. When permission has been granted; a summary of any 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 Owner.

19. **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.

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

21. **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.

22. **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:

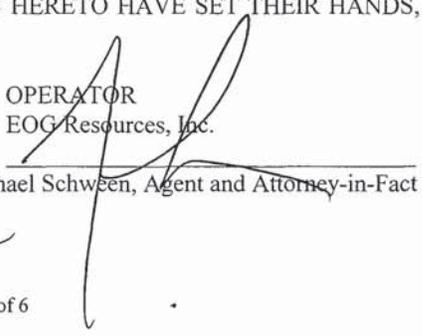
If to Surface Owner:  
Jencks Farms  
c/o Gwendolyn F. Jencks  
1522 64<sup>th</sup> Ave.  
Greeley, CO 80634

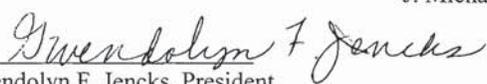
If to Operator:  
EOG Resources, Inc.  
600 17<sup>th</sup> Street, Suite 1000N  
Denver, CO 80202  
Attn: Land Department

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

SURFACE OWNER  
Jencks Farms, Inc.

OPERATOR  
EOG Resources, Inc.

By:   
J. Michael Schween, Agent and Attorney-in-Fact 95

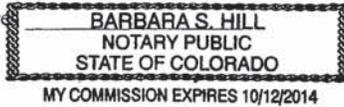
BY:   
Gwendolyn F. Jencks, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of December, 2010 personally appeared Gwenedolyn F. Jencks, President of Jencks Farms, Inc., dealing in her sole and separate property to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires



*Barbara S Hill*  
Notary Public *Barbara S. Hill*  
*8952 Gander Valley Ln.*  
*Windsor, CO 80550*

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, Vail A. Tucker, Notary Public, personally appeared J. Michael Schween, Agent and Attorney-in-Fact of EOG Resources, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Vail A. Tucker, Notary Public

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

WHEREAS on the 26th day of November, 2010, Gwendolyn F. Jencks, President of Jencks Farms, Inc. as Owner whose address is 1522 64th Ave., Greeley, CO 80634, hereinafter referred to as "Owners" entered into an Agreement for Right of Way, Pipeline Easement and Surface Access (hereinafter the "Agreement") with EOG Resources, Inc., hereinafter referred to as "Operator," covering and affecting property with the legal description identified as the following ("Property"):

Township 6 North, Range 61 West, 6th P.M.  
Section 5: SW/4  
Section 8: All  
Section 17: S/2SE/4  
Section 21: W/2

WHEREAS said Agreement provides for, among other things, the right to enter upon and use the Owners' Property for the purpose of erecting and maintaining well site location[s] and to perform other services as Operator and other functions described in the Agreement, and it also sets forth payment of specific amounts to cover damages resulting thereto. The Agreement, with all of its terms, conditions, covenants and other provisions, is referred to and incorporated into this Memorandum for all purposes.

NOW THEREFORE this Memorandum is placed of record for the purpose of giving notice of the Agreement for Right of Way, Pipeline Easement and Surface Access.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 1st day of December, 2010.

Owner: Jencks Farms, Inc.

Gwendolyn F. Jencks  
Gwendolyn F. Jencks, President

Operator: EOG Resources, Inc.

By: J. Michael Schween  
J. Michael Schween, Agent  
And Attorney-in-Fact

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 2010, personally appeared Gwendolyn F. Jencks, President of Jencks Farms, Inc. to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

BARBARA S. HILL  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES 10/12/2014

Barbara S. Hill  
Notary Public Barbara S. Hill  
8952 Gander Valley Cr.  
Windsor, CO 80550

My Commission Expires

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )  
ELIZABETH VAN ORSDALE  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 9/6/24/2013

On this 5 day of January, 2010, before me Elizabeth Van Orsdale Notary Public, personally appeared J. Michael Schween, Agent and Attorney-in-Fact of EOG Resources, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.  
6-24-2013 Elizabeth Van Orsdale  
Notary Public  
My Commission Expires: