



EOG Resources, Inc.
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Denver, CO 80202
Main: 303-572-9000
Fax: 303-824-5400

September 20, 2018

310 W 19th St. Ste 300
Cheyenne, WY 82001

Baseline Groundwater Monitoring

To Whom It May Concern:

EOG Resources, Inc. has contracted with Aquionix to perform a baseline ground water quality evaluation in conjunction with oil and gas development activities in your area. This activity is required under Chapter 3, Section 46 of the Wyoming Oil and Gas Conservation Commission's (WOGCC) Rules and Regulations for the groundwater baseline sampling, analysis, and monitoring program.

State Engineers Office Permit #	Latitude	Longitude	Location Information	Sample I.D.
P186874.0W	41.14983	-104.6491	Section 27 T14N R65W	Archer Ranch Wells
P161812.0W	41.13952	-104.6535		
P178253.0W	41.15194	-104.6542		
P186875.0W	41.15005	-104.6534		

Attached is an access agreement allowing Aquionix to sample the water sources. Please review, sign and send back the access agreement allowing Aquionix to access your water source for sampling. If no correspondence has been received from you within 30 days, it will be understood that you will not continue to participate in the groundwater quality evaluation for the water source listed above. If you have any questions please do not hesitate to call me at the number listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Ross Talboom".

Ross Talboom
S&E Representative
EOG Resources, Inc.
303-824-5519

Enclosure: 1. Access Agreement

**ACCESS AGREEMENT FOR GROUNDWATER SAMPLING
AND AUTHORIZATION FOR DATA RELEASE**

This Access Agreement for September 20, 2018 between EOG Resources, Inc. (EOG) and Laramie County (Grantor) in connection with certain real property and associated water rights located in Laramie County, Wyoming.

Recitals:

- A. Grantor is the owner of that certain real property and the associated water rights located in Laramie County, Wyoming (the "Property"), and desires to grant to EOG and its employees, representatives, consultants, and agents license and permission to enter upon the Property for the purpose of collecting water samples from existing water wells (the "Waters") for purposes of, among other things, submitting such samples for analysis to evaluate water quality on the Property prior to and after oil and gas drilling.
- B. Grantor authorizes EOG to release all data related to the water samples to the Wyoming Oil and Gas Conservation Commission or any other regulatory agency for their review and use, which may include posting to publicly available databases.
- C. EOG desires that its employees, representatives, consultants and agents enter upon the Property to conduct only activities as is necessary to sample, analyze and evaluate the Water on the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants hereafter exchanged, and other good and valuable consideration, the parties agree as follows:

Terms:

- 1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if set forth in full.
- 2. **Authority.** Grantor warrants and represents that [he/she/they] own marketable title to the Property and has full right, title and authority, and associated water rights to authorize EOG to enter onto the Property to perform the collection and sampling of the Waters on the Property and to enter into this Agreement. Grantor further warrants that this Agreement is valid and enforceable.
- 3. **Grant of Permission.** Grantor, as owner of the Property, hereby grants to EOG and its employees, representatives, consultants, and agents, permission to enter onto the Property during the normal business hours of 8:00 a.m. – 5:00 p.m. Monday through Friday when deemed necessary by EOG, upon at least twenty-four (24) hours notice prior to Grantor, for the purpose of (a) collecting samples of the Waters located thereon (including temporarily locating sampling equipment on such Property), and (b) mapping the locations of the Waters on the Property (the "License"). Any and all notices to Grantor permitted or required hereunder may be given in writing, by telephone or by e-mail, to:

Name: _____

Address: _____

Telephone: _____

E-mail: _____

4. **Term.** The term of the agreement shall commence on the date of this Agreement and continue for an additional 5 years.
5. **Sampling.** EOG agrees that it, at its expense, shall either self-perform or utilize the professional services of the environmental consulting firm, Aquionx, and its subcontractors for all collection, testing and analysis of the collected samples.
 - a. EOG will contact Grantor to schedule the sampling described in Section 3 above.
 - b. Water samples will be collected from select existing wells for which there is reasonable access.
 - c. A baseline sample will be collected from the selected well(s) prior to the commencement of drilling (predrilling sample). An additional sample will be collected if baseline sample exceeds an action level or if initial dissolved gases exceed 1 mg/L. Post drilling samples will be collected at the same selected well(s).
 - d. EOG shall sample those Waters from water wells that are properly maintained and equipped with an accessible tap where a water sample can be collected from the well at the surface prior to any water treatment/softener equipment or water heater.
 - e. Water pumped from any water well(s) will be discharged to existing drains or the ground near the accessible tap.
 - f. Water well locations will be mapped.
 - g. Water well depths and recharge levels may be estimated.
 - i. ALS Global in Fort Collins, CO is accredited to analyze the samples and is contracted to complete analysis of samples.
6. **Results of Sampling.** It is anticipated that the results of the laboratory analysis may be available approximately six (6) to eight (8) weeks after water samples are collected. EOG will provide copies of the analytical results to Grantor within 30 days of receiving it from the environmental consultant.
7. **Documentation.** EOG will also collect photographs and information regarding the location of the sampled well(s) on the Property. Grantor agrees to assist EOG with identifying the well(s) located on the Property.

8. Representative. EOG or its employees, representatives, consultants, and agents shall be accompanied during any entry onto the Property by Grantor or Grantor's representative.
9. Restoration. EOG shall remove all of its personal property and equipment from the Property prior to expiration of this Agreement and shall restore the Property to a condition similar to the condition it was in prior to EOG's commencement of sampling activities at the Property. EOG shall be responsible for the proper management, removal, and disposal of any and all materials generated as the result of sampling activities on the Property.
10. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first shown above.

EOG Resources, Inc.:

By: R. Talboom

Printed Name: Ross Talboom

Print Title: S&E Representative, EOG

Date: September 20, 2018

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

RA

Grantor:

By: K. N. Buck Holmes

Printed Name: K. N. Buck Holmes

Date: 11/27/18

ATTEST

Debra K. Lee