

WAIVER OF CERTAIN RIGHTS UNDER THE WYOMING SURFACE ENTRY ACT

By signing this waiver, Laramie County hereby agrees to allow EOG Resources, Inc. or its agent ("EOG") to survey, and to apply for the necessary permits to conduct operations on my property, despite the fact that the parties have not yet secured a mutually agreeable surface damage agreement.

This Waiver applies to the following described property:

Township 14 North, Range 65 West, of the 6th P.M.

Section 27: Those portions lying south of Interstate 80, less and except an approximately 22 acre tract located in the SE1/4SW1/4

Laramie County, Wyoming

By this waiver Laramie County does not grant EOG the right to conduct any surface-disturbing operations on its property, nor does the County waive any other rights under the Wyoming Surface Entry Act.

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Waiver. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

In its operations taken pursuant to this waiver, EOG shall comply with all applicable laws, regulations and ordinances, whether Federal, State or local.

To the fullest extent permitted by law, EOG agrees to indemnify, defend and hold harmless Laramie County, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with actions taken in reliance on or in connection with this Waiver on or about the above described property except to the extent liability is caused by the sole negligence or willful misconduct of Laramie County or its employees.

This waiver is granted on _____, 20____, under the terms set forth above.


Surface Owner:
Laramie County

Chairman, Laramie County Commissioners Dated _____

Attest:

Laramie County Clerk Dated _____

EOG Resources Inc.



Matthew W. Smith, Agent
and Attorney-in-Fact

7-25-18
Dated

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

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