

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: December 5, 2017

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Laramie County Commissioners

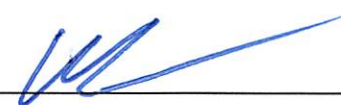
APPLICANT: EOG AGENT: Rob Geringer

4. DESCRIPTION: Consideration of a surface use agreement with EOG Resources, Inc.

Amount \$ From To

5. DOCUMENTATION: 2 Originals

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



Clerks Use Only:

Commissioner

Ash _____
Heath _____
Holmes _____
Kailey _____
Thompson _____
Action _____
Postponed/Tabled _____

Signatures

Co Attny _____
Assist Co Attny _____
Grants Manager _____
Outside Agency _____

SURFACE USE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between **Laramie County** whose address is P.O. Box 608, Cheyenne, WY 82003 (hereinafter "Owner"), and **EOG Resources, Inc.**, whose address is 600 17th Street, Suite 1000N, Denver, CO 80202 (hereinafter "Operator").

Recitals:

- A. Owner is the owner of the surface estate of the following described lands which are subject to this Agreement (the "Property"):

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

Section 26: Being part of the W1/2NW1/4

Also known as, Site 53 of the Archer Ranch Sites

Laramie County, Wyoming

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

Section 27: Being part of the NE1/4

Laramie County, Wyoming

- B. Operator owns mineral interests and / or operates oil and gas leases covering all or a portion of the Property (the "Leases");
- C. Owner is currently developing the Property as a county services and recreational site known as the Archer Complex.
- D. Operator desires to prospect, drill, produce and explore for oil and gas on the Property pursuant to the terms of the Leases, and in association therewith, to exercise its right under applicable law to use and possess so much of the Property as is reasonably required for the operation of the Leases;
- E. The purpose of this Agreement is to agree as to reasonable compensation to be paid by Operator to the Owner for certain uses of the surface of the subject Property, and to assign certain responsibilities between Owner and Operator in regard to all activities associated with the capture, production and sale of oil or gas.

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. Surface Rights.

Subject to the provisions and limitations set forth in this Agreement, Owner hereby acknowledges and grants the same right of ingress and egress currently afforded by the Leases to the Operator, its agents, employees, representatives, contractors, and assigns, to enter upon and use the surface of the Property as may be reasonably necessary at locations mutually agreed to for the purpose of exploring for (including, without limitation, conducting seismic activities, provided that surface damages for seismic activities shall be separately negotiated between Owner and third party seismic contractors), producing and transporting oil, gas, water, and associated constituents from the Property and / or neighboring properties, together with the right-of-way and easement on, over, through and across the surface of the Property at mutually agreed to locations to drill for, produce and transport oil, gas, water, and associated constituents, construct, reconstruct, complete, operate, maintain, inspect, test, repair, alter, replace, relocate, change the size of (subject to limitations as may be set forth herein), remove and / or otherwise maintain access roads, Wells, Well sites, powerlines, pipelines, and communication lines and other such related facilities (collectively, "Oil and Gas Operations"), whether currently existing or hereafter established, as necessary for Operator's complete enjoyment of the rights granted in the Leases. The parties agree that any and all surface uses not in conflict with the rights of Operator are reserved to Owner.

Notwithstanding the foregoing rights of access, the Operator agrees that ingress and egress to the Property will be limited to use of the "Existing Access Road" in either direction (east or west) and "Proposed Access Road," each as depicted in Exhibit "A" to this Agreement, which is incorporated herein. Additions or modifications to ingress and egress as depicted in Exhibit "A" may be made by supplemental written agreement or changes to the Exhibit(s) by mutual agreement. Laramie County's Designee is authorized to approve any such modifications.

2. Oil and Gas Operations Areas.

Owner shall set aside and provide to Operator that portion of the Property hereinafter referred to as the, "Oil and Gas Operations Area(s)" or ("OGOA(s)"), and the "Disturbance Area", with such area(s) generally depicted on Exhibit "A" attached hereto. The OGOA(s) and Disturbance Area are to be made available to Operator in their present condition for any operations conducted by Operator in connection with the Wells (defined in Section 2.A) proposed by Operator, and such operations shall include, but are not limited to, drilling, completion and production activities, workovers, well deepening, recompletions, fracturing and replacement wells. Except for the OGOA(s) including the Disturbance Area, and the mutually agreed access roads and easements associated with flowlines, gathering lines, electric lines, temporary surface water lines, pipelines and communication lines as provided in this Agreement, and for any necessary surveying or studies, Operator shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, for which Operator shall be strictly and solely responsible for any damages that occur as a

result of Operator's use or occupancy. Each OGOA for the Wells shall encompass approximately thirteen (13) acres. Operator agrees to restore and to appropriately revegetate all areas damaged by Operator located outside of the OGOA. Operator further agrees to fence and gate the final location for Wells based on the potential for public use of the surrounding property areas.

A. Well Locations.

Operator shall have the right to drill one or more wells within the OGOA(s), including, but not limited to, horizontal and directional wells that produce from and drain the Property or lands other than the Property, provided such lands are validly pooled with all or any portion of the lands included in Operator's Leases (whether one or more, the "Wells"), and so long as such locations are permitted locations under the then applicable well spacing regulations of the Wyoming Oil and Gas Conservation Commission ("WOGCC") or exceptions granted thereto by the Director of the WOGCC. As part of the consideration for this Agreement, Owner hereby waives its right to, and covenants that it shall not protest or object to any such location or application for same by Operator. Unless specifically waived herein, each location shall meet all other applicable requirements of federal, state and local regulations, in particular, any location near or adjacent to any easement or surface ownership of the Western Area Power Authority or Tri State Generation and Transmission Association.

B. Production Facilities.

Operator shall have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other equipment reasonably appropriate for the operation and production of the Wells only within the OGOA(s), unless otherwise agreed to by Owner.

With respect to Operator's equipment and facilities other than temporary water lines, flowlines or pipelines:

1. Operator shall install and maintain at its sole cost and expense, all fences around the Wells in compliance with the Rules and Regulations of the WOGCC, and in conformance with the Archer Complex Design Standards, to the extent such design standards do not conflict with the Rules and Regulations of the WOGCC. Fences shall be designed to keep both public and future users of the Property safely away from the final location(s) of the Wells.
2. Operator shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of any Wells or facilities in the OGOA(s);

3. Operator shall paint any production facilities for any Wells, including wellhead guards, with paint that is approved by the WOGCC and in conformance with the Archer Complex Design Standards, to the extent such design standards do not conflict with the Rules and Regulations of the WOGCC; and
4. Owner shall not inhibit Operator's access to the OGOA(s) or inhibit Operator's operations within the OGOA(s) by landscaping or other improvements.
5. Operator shall provide visual screening of said equipment and facilities so as to minimize visual impact of the equipment and facilities. Screening shall include but not be limited to the earthen berm, and hay bales as described in the site specific Mitigation Plan submitted to and approved by the WOGCC for the proposed well site. Screening, colors of facilities and other installation shall comply with the Rules and Regulations of the WOGCC and conform to the Archer Design Standards to the extent possible.
6. Operator agrees that all grading and construction shall be in conformance with and in compliance with applicable federal, state and local regulations as provided in Section 10.A of this Agreement regarding erosion, drainage and grading.

Operator understands that public infrastructure improvements have been installed in the Archer Complex with public funds and agrees to minimize any impact to those improvements and further agrees to repair or replace damage to such infrastructure improvements caused by Operator.

7. Operator's duty to comply with the provisions herein that are dependent on the Archer Complex Design Standards is contingent on Owner providing a copy of the Archer Complex Design Standards to Operator contemporaneous with the execution of this Agreement, which is attached hereto as Exhibit "B". Notwithstanding anything contained in this Agreement to the contrary, Operator is only required to follow the Archer Complex Design Standards relating to paint colors (unless conflicting with safety standards) and fencing, and then only to the extent that the Design Standards do not conflict with the Rules and Regulations of the WOGCC.

C. Setback Requirements.

Owner will not plat or locate any lot line, building, or structure within any OGOA without agreement of the Operator, nor will Owner access or permit others to access the OGOA without Operator's express written permission. Owner understands and acknowledges that the WOGCC has rules and regulations that apply to the distance

between a wellhead and public roads, production facilities, building units, and surface property lines, among other things. In order to give full effect to the purposes of this Agreement, Owner hereby waives its rights to object to the location of any of Operator's facilities on the basis of setback requirements in the rules and regulations of the WOGCC, as they may be amended from time to time. Operator or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under WOGCC rules. Owner agrees not to object to the use of the surface in the OGOA(s) so long as such use is consistent with this Agreement, and Owner will provide Operator or its successors and assigns with any and all written support they may reasonably require to obtain permits from the WOGCC or any local jurisdiction, with the understanding that Owner may be bound by existing rules, regulations or procedures in regard to the issuance of such support, including, but not limited to the requirement that it exercise its independent judgment in regard to its own procedures, regulations and rules. Operator agrees to consult and advise Owner or Owner's Designee as to any exception or variance requested by Operator from the WOGCC with respect to the Property.

No surface Well location shall be located outside of the specified areas of the OGOA as generally depicted on Exhibit "A", without the prior written consent of the Owner.

3. Gathering lines, flowlines, and easements.

A. *Pipelines.*

Subject to the limitations hereinafter described, Operator and any designee of Operator have a continuing and perpetual easement, right and entitlement to construct, own, operate, maintain, remove, repair, relocate and replace all flowlines, temporary water lines, gathering lines and other pipelines, including appurtenances useful and incident to the operation and protection thereof, which may include, but are not limited to valves, valve boxes, fittings, meters, corrosion control, cathodic protection, signs, markers, risers, pig launchers, receivers, telemetry, and anode beds, that may be necessary or convenient to its Oil and Gas Operations both on and off of the Property. This Agreement is intended to confine the placement of those pipelines to certain specified locations within the Property. Generally depicted pipeline locations, easements, and / or corridors shall be as reflected in Exhibit "A" to this Agreement. It is further anticipated that any additional pipelines, flowlines and gathering lines that may be required in the future ("Future Pipelines") may also need to be placed within the pipeline corridor/location identified on Exhibit "A". Operator agrees to inform Owner of the proposed installation of additional lines. A certified survey will be required and shall be provided by the Operator to the Owner prior to any construction of said lines. Additions or modifications to pipeline locations, easements or corridors as described in Exhibit "A" may be made by supplemental written agreement or changes to the Exhibit "A" by mutual agreement. Laramie County's Designee is authorized to approve any such modifications, and such

approval by Owner or Owner's designee shall not be unreasonably withheld, or delayed.

B. *Pipeline Easement.*

The pipeline easements granted herein shall be One Hundred feet (100') in width during construction, installation or relocation operations and otherwise reduced to Seventy feet (70') in width for post-construction usage. Operator acknowledges that the pipeline easement(s) will be non-exclusive and agrees that it will not object to its concurrent use by other oil and gas operators or utilities, as Owner may grant from time to time, so long as such other uses do not interfere with Operator's use. Notwithstanding the foregoing, Owner shall not permit, nor shall it place any other utility or structure within ten feet horizontally or two feet vertically of any Operator pipeline or pipeline owned or operated by Operator's designee. When requested by Operator, Owner agrees to grant Operator a recordable pipeline easement(s) for the pipeline easement(s) granted herein following the completion of an "as-built" survey after construction of the pipeline(s).

All flowlines and pipelines shall be buried to a depth of approximately 36 inches from the surface. Owner shall maintain a minimum of 36 inches and not more than 72 inches of cover over all pipelines and flowlines during any of Owner's operations on the Property. The construction and burying of additional flowlines, gathering lines and pipelines shall be at the sole cost and expense of Operator or its designee. Each location shall meet all other applicable requirements of federal, state and local regulations, in particular, any location near or adjacent to any easement or surface ownership of the Western Area Power Authority or Tri State Generation and Transmission Association.

C. *Temporary Water Lines.* Operator has the right to lay temporary above-ground surface line(s) on, over, through and across the Property in order to transport water from the water source to Operator's well locations on or off of the Property. Operator shall consult with Owner as to the location of the temporary surface lines on the Property. Operator agrees to reclaim and restore the water line route(s) within a reasonable time after the removal of any such lines.

D. *Power Lines.*

Operator will consult with Owner and with an independent power company supplying power to Operator with respect to the location of overhead and underground power lines prior to construction. Power lines will be constructed so as to minimize interference with Owner's development plans on the Property. All new power lines shall be constructed underground. Each location shall meet all other applicable requirements of federal, state and local regulations, in particular, any location near or adjacent to any easement of surface ownership of the Western Area Power Authority or Tri State Generation and Transmission Association.

4. Access.

Owner shall allow Operator to have continuous access to all of the OGOA(s). Operator shall also have continuous access to the road right of way, water line, pipeline and power line easements on the Property granted herein, at all locations necessary for the construction, repair, maintenance, replacement and/or removal of the same. Owner and Operator agree that except in the case of an emergency or during surveying activities, ingress and egress to and from the Property for Operator's Oil and Gas Operations shall be limited to use of the "Existing Access Road" in either direction (east or west) plus the general path identified as "Proposed Access Road," as each of such roads are set forth on Exhibit "A". Additions or modifications to the Proposed Access Road, as generally depicted on Exhibit "A", may be made by supplemental written agreement or changes to the Exhibit by mutual agreement. Laramie County's Designee is authorized to approve any such modifications. Operator agrees to repair any damage caused by Operator to roadways in a manner consistent with bringing the roadway back as close as reasonably possible to the condition encountered prior to Operators use of such roadways under this Agreement. Owner will provide written notice to Operator of the need for any repair and or maintenance of the affected or damaged roads. In the absence of action taken by Operator or their designee within thirty (30) days following said notice, any repair or maintenance may be performed by the county forces and/or a contractor duly authorized by the Owner. The cost of such repairs or maintenance will be paid for by the Operator.

If access roads do not otherwise exist, and any access roads are required to be constructed for Operator to conduct present or future Oil and Gas Operations, Operator agrees, at its sole cost and expense, to construct and maintain gravel roadways within designated easements. Operator agrees that it cannot and will not assign its authority to use access roadways to other oil and gas or commercial operators not servicing the Wells described or benefitted herein without consent of the Owner. Notwithstanding anything contained herein to the contrary, Owner and Operator agree that during the term of this Agreement the Proposed Access Road shall remain a private road, unless otherwise agreed to in writing by the parties hereto.

5. Term.

This Agreement shall become effective when it is fully executed and shall terminate upon the expiration of the Leases and following Operator's compliance with the requirements of this Agreement and any applicable oil and gas lease and/or regulation pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions and existing laws and regulations with regard to the Property. When the obligations under this Agreement terminate, the parties shall execute any and all releases necessary to evidence the fact that this Agreement has terminated.

6. Non-exclusive Rights.

Except for the OGOA, which use shall be exclusive to Operator during the term of this Agreement, the rights of Operator to use the surface of the Property are non-exclusive, and Owner reserves the right to use all access roads and all surface and subsurface uses of the Property, and to grant successive easements on or across the Property on such terms and conditions as Owner deems necessary or advisable, provided they do not unreasonably interfere with the operations of Operator.

7. Compliance with Laws.

Unless otherwise waived pursuant to the terms of this Agreement, Operator agrees to comply with and conform to all applicable laws, rules and regulations, including without limitation, the rules and regulations of the Bureau of Land Management, State of Wyoming, the WOGCC, and the Wyoming Department of Environmental Quality, Laramie County or other such agencies having jurisdiction over the property.

8. Compensation for Use of Surface.

Operator shall compensate the Owner for use of the surface of the Property pursuant to the following: A payment of Ten Thousand and No/100 Dollars (\$10,000.00) to be paid within 30 days of Owner's execution of this Agreement and

- A. OGOA(s): Operator agrees to pay Owner a one-time payment of Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) per disturbed acre for each OGOA located on the Property.
- B. Roads: For all new roads constructed, Operator shall pay Owner a one-time payment of Twenty and No/100 Dollars (\$20.00) per rod and Ten and No/100 Dollars (\$10.00) per rod for use of existing roads.
- C. Pipelines: For all pipelines constructed, Operator agrees to pay Owner a one-time payment of Twenty Five and No/100 Dollars (\$25.00) per rod. There shall be no additional fee if more than one pipeline is installed in the same easement.
- D. Power Lines: For power lines not laid within pipeline and/or road right-of-ways or easement areas, Operator shall pay Owner a one-time payment of Ten and No/100 Dollars (\$10.00) per rod. Operator is not obligated to pay Owner for power lines laid within existing pipeline or road right-of-way easement areas.
- E. Temporary Water Lines: For temporary surface water lines, Operator agrees to pay Owner the sum of \$2.00 per lineal rod for temporary water lines laid immediately adjacent to existing improved roads, and \$3.00 per lineal rod for temporary water lines laid across unroaded areas. Temporary shall be defined as a period not to exceed one (1) year. Additional payment(s) as described above shall be made to

Owner for any temporary water lines utilized for each one (1) year period following the initial year of use.

- F. Other: Any buildings, structures or other facilities and items not specifically mentioned in this Agreement shall be negotiated under a separate agreement.
 - G. Compensation for Extraordinary Loss or Damage to Property: In addition to the foregoing payments, which are acknowledged by Owner as sufficient and in full satisfaction for damage caused or created by the reasonable and customary entry, rights-of-way and use of the Property, the OGOA, and for locations, roads, pipelines, temporary water lines and powerlines, but not including such costs as may be incurred by Operator after execution of this Agreement for repair or replacement of damaged roadway, access routes or easements caused by Operator. Operator shall also compensate Owner for all other actual and documented damages suffered by Owner, including without limitation (i) damages to livestock, buildings, operations or improvements or injuries to persons, damage or impairment to Owner's water wells caused by the negligence of Operator and its employees, agents and contractors, and (ii) damages caused by fires, spills, discharges, leaks, releases and pipeline breaks arising out of Operator's operations on the Property. Operator has taken photographs of portions of the Property in conjunction with surveying the proposed well site and access road, and the parties agree that said photographs will serve as evidence of the "base-line" property conditions for future reclamation purposes. Operator will provide copies of said photographs to Owner.
 - H. Water Well Testing: Operator agrees to pay Owner a one-time payment of Eight Thousand and No/100 Dollars (\$8,000.00) for the purpose of covering Owner's expenses associated with Owner testing or sampling water wells that are outside of the area required or recommended by WOGCC. This payment will be made within 30 days of Owner's execution of this Agreement.
 - I. Wells: The payment described in paragraph 8.A. above shall be credited toward the first well drilled by Operator within the OGOA, and no further payment shall be due from Operator to Owner for such well. For the second, third or fourth well drilled by Operator within the OGOA, Operator shall pay Owner a one-time payment of Eight Thousand and No/100 Dollars (\$8,000.00) per additional wellbore, payable prior to the drilling of each such additional well. For the fifth well, and any subsequent well, drilled by Operator within the OGOA, Operator shall pay Owner a one-time payment of Two Thousand and No/100 Dollars (\$2,000.00) per additional wellbore, payable prior to the drilling of each such additional well.
9. Payments, Default and Termination.
All payments required hereunder may be made by Operator's company check. In the event of the failure by Operator to timely make any payment required hereunder or to

otherwise comply with all material terms hereunder, Owner shall notify Operator in writing of said failure. Operator shall thereafter have sixty (60) days to cure such default (or undertake to cure such default if curing same cannot reasonably be completed with sixty (60) days) and/ or make any required payment. The waiver of any default shall not be deemed to be a waiver of a subsequent default. In the event Operator does not cure the default within the time specified, Owner may seek any remedies legal remedies available to it, including, but not limited to, commencing legal action against Operator.

10. Limitation of Rights.

- A. Erosion Prevention; Dust Suppression. Operator agrees to meet applicable Federal, State, and local regulations pertaining to erosion control and dust suppression and use reasonable means to prevent washes, erosion, run-off problems, ruts or other property damage. Operator shall monitor and promptly correct any erosion caused by Operator's activities. Operator shall install water bars as necessary. Operator shall supply dust suppression when it is necessary.
- B. No Stacking of Rigs and Equipment. Neither Operator, nor its agents or contractors, shall have the right to stack or store rigs or other equipment, supplies or parts on the Property, except during drilling, reworking or construction operations.
- C. No Offices or Living Quarters. Operator shall not cause to be constructed any living quarters on the well site or on any of the Property, with the exception of necessary personnel, namely geologists, drilling and chemical experts, during actual drilling operations.
- D. No Drilling Water. Operator shall have not right to use water from ponds, creeks, springs or water wells located on the Property without the prior written consent of Owner.

11. Reclamation.

As soon as reasonably practicable, and in any event within twelve (12) months (weather permitting) following the plugging and abandonment of all Wells, or the termination of any other operation or use of the Property which resulted in the disturbance of the surface of the Property, Operator shall, subject to the review and approval of the completed reclamation work by Owner, which approval shall not be unreasonably withheld, re-contour, reseed and restore, as near as reasonably possible, all areas so disturbed to the condition which they were prior to the execution of this Agreement, and remove all above ground facilities and render all pipelines and power lines environmentally safe and fit for abandonment in place and provide Owner with evidence thereof; provided however, that Owner, in its sole discretion, may choose to either allow access roads not existing as of the date of this Agreement to remain or may require the Operator to reclaim them. Unless otherwise agreed by Owner, all areas disturbed by Operator's activities will

be reseeded with suitable grasses or crops reasonably selected by Owner, at a reseeding rate determined by consultation of Owner and Operator, and during an appropriate planting period. In the absence of direction from Owner, no reseeding (except for borrow pits) will be required on any access roads existing as of the date of this Agreement. All dry hole markers shall be set in accordance with all applicable regulations. Obstructions to reclamation uncovered or exposed during Operator's operations shall be buried or removed by Operator.

12. Water Protection.

Operator agrees to follow WOGCC standards for water protection, including but not limited to, and testing or sampling of wells as required or recommended by WOGCC at the time of the execution of this Agreement. Further, Operator agrees that if during the pendency of this Agreement or the operation of the wells subject to it, the WOGCC standards for water quality change so as to become more stringent or requiring further action, Operator agrees to maintain compliance with any such modified standards.

13. Control of Noxious Weeds.

Operator shall undertake all reasonable efforts necessary to control the germination and growth of noxious weeds (as designated by the Wyoming Weed & Pest Control Act and the Wyoming Seed Law Designated & Prohibited List) on the Property. Owner and Operator shall discuss applicable methods of control and times for application.

14. Fences and Gates.

Operator may make fence openings upon the Property to provide reasonable, uninterrupted entry and departure as may be necessary for Oil and Gas Operations, in accord with ingress and egress or pipeline right of ways as indicated in the Exhibits hereto; and, Operator shall install cattle guards or gates of customary size and quality for the type of traffic used in such operations. Operator shall reasonably repair and / or replace any and all damage done to any fences or gates, or any other improvements of Owner which result from Operator's Oil and Gas Operations. All fences shall be repaired in a manner consistent with surrounding fences and reasonable and customary ranching practices.

15. Alcohol, Guns, Dogs and Hunting Prohibited.

Operator shall not permit its agents or employees to possess or be under the influence of alcohol or controlled substances, or to possess firearms, crossbows, or other weapons, or to hunt while on the Property. No recreational use, including but not limited, camping, hunting, fishing, foot traffic, or similar activities are allowed at any time by Operator or Operator's representatives while on the Property. No dogs shall be allowed on the Property, including any animal confined to a vehicle in any manner. The failure of any representative of Operator to comply with the foregoing shall entitle Owner to treat the person as a trespasser.

16. Recording.

This Agreement may not be recorded. Owner hereby agrees to execute, and authorizes Operator to file a memorandum of this Agreement in the records of Laramie County, Wyoming. Operator will provide Owner a copy of the recorded memorandum when available. Upon written request by Operator, Owner shall promptly execute recordable non-exclusive easements and rights-of-way granting Operator the easements and rights of way specified in this Agreement for road access, power lines and pipelines across the Property.

17. Indemnity.

OPERATOR SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, CLAIMS, DEMANDS, COSTS AND EXPENSES OF WHATSOEVER NATURE, INCLUDING COURT COSTS AND ATTORNEY'S FEES, WHICH MAY RESULT FROM THE INJURY TO OR DEATH OF PERSONS, TO THE EXTENT ARISING FROM OPERATOR'S PRESENCE ON, OCCUPATION OF OR USE OF THE PROPERTY, EXCEPT TO THE EXTENT THAT SUCH LIABILITY, LOSS, DAMAGE, CLAIM, DEMAND, COST AND EXPENSES ARISE AS A RESULT OF OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Representations of Operator.

As a material inducement and as part of the consideration for Owner entering into this Agreement, it is relying on the following representations of Operator: that Operator is a Delaware corporation; that it is in good standing; that it is authorized to do business in the State of Wyoming; that it is at the time of execution of this Agreement solvent; that there are no judgments against Operator which if satisfied would render Operator insolvent; that Operator has sufficient unencumbered assets to satisfy all of its obligations hereunder, including all obligations relating to the plugging and abandonment of its Wells and the reclamation of the Property; and that any applicable bonds in the required amounts are in place with the State of Wyoming Bureau of Land Management to comply with all applicable laws, rules and regulations.

19. Assignment.

This Agreement may be assigned by Operator in whole or in part, with the prior written consent of Owner, such consent not to be unreasonably withheld, conditioned or delayed. This Agreement and all rights and obligations arising hereunder may be assigned by Operator only in connection with an assignment of Operator's oil and gas leasehold or operating rights under all or a portion of the Lands. Owner shall be promptly notified in writing of any such proposed assignment and the identity of the assignee, together with updated contact information. Upon such an assignment, and the successor Operator's express written assumption of the obligations and liabilities contained in this Agreement,

the assigning Operator's duties and obligations hereunder shall cease and terminate with respect to the portion of this Agreement so assigned.

20. Construction; Venue.

This Agreement shall be construed in accordance with the laws of the State of Wyoming. In the event of a dispute hereunder, the parties stipulate and agree that sole venue will lie in the federal or state courts in Wyoming.

21. Notices.

Any notice or communication permitted or required hereunder shall be given promptly, orally if possible, and then in writing via certified mail/ return receipt requested. Notices shall be deemed given three days after mailing, or on the same day if delivered personally or by facsimile transmission, when addressed as follows:

Owner:
Laramie County
Attn: Public Works Director
13797 Prairie Center Circle
Cheyenne, WY 82009
Phone: 307-633-4302
Fax: 307-633-4313

Operator:
EOG Resource, Inc.
Attn: Peter Garbee
600 17th Street, Suite 1000N
Denver, CO 80202
Phone: 303-824-5547
Fax: 303-824-5401

Any party may amend the foregoing addresses and information by written notice to the other party.

22. Damage by Livestock.

Owner shall not be liable for any damage caused by livestock to any of Operator's facilities.

23. No Warranty.

Owner makes no warranty of title or otherwise in entering into this Agreement.

24. Time.

Time is of the essence in this Agreement.

25. Covenants Running with the Property.

The terms and provisions hereof shall constitute covenants and conditions running with the Property and shall inure to the benefit of and be binding upon Owner and Operator and their respective successors and assigns. Any sale by Owner of all or a portion of the Property shall be subject to the terms and conditions of this Agreement.

26. Sovereign Immunity.

Owner 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 Agreement. Further, Owner 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. Notwithstanding the foregoing provision, nothing contained herein shall prevent Operator from enforcing the terms of this Agreement against Owner, its successor or assigns, whether in a judicial action or otherwise.

27. Third Parties.

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

28. Entire Agreement.

This is the entire Agreement between the parties with respect to the transactions contemplated herein and shall supersede all previous oral and written negotiations, commitments, and understandings between the parties and / or their predecessors hereto with respect to the subject matter hereof. This Agreement may be modified, amended or supplemented only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OPERATOR:
EOG Resources, Inc.

OWNER:
The Board of Commissioners of
Laramie County

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

By: _____
Troy Thompson, Chairman

Attest:

By: _____
Debra Lee, Laramie
County Clerk

ACKNOWLEDGEMENTS

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Troy Thompson as Chairman on behalf of the Laramie County Board of Commissioners.

Notary Public

Commission Expiration

(NOTARY SEAL)

STATE OF COLORADO _____)

) ss.

COUNTY OF DENVER _____)

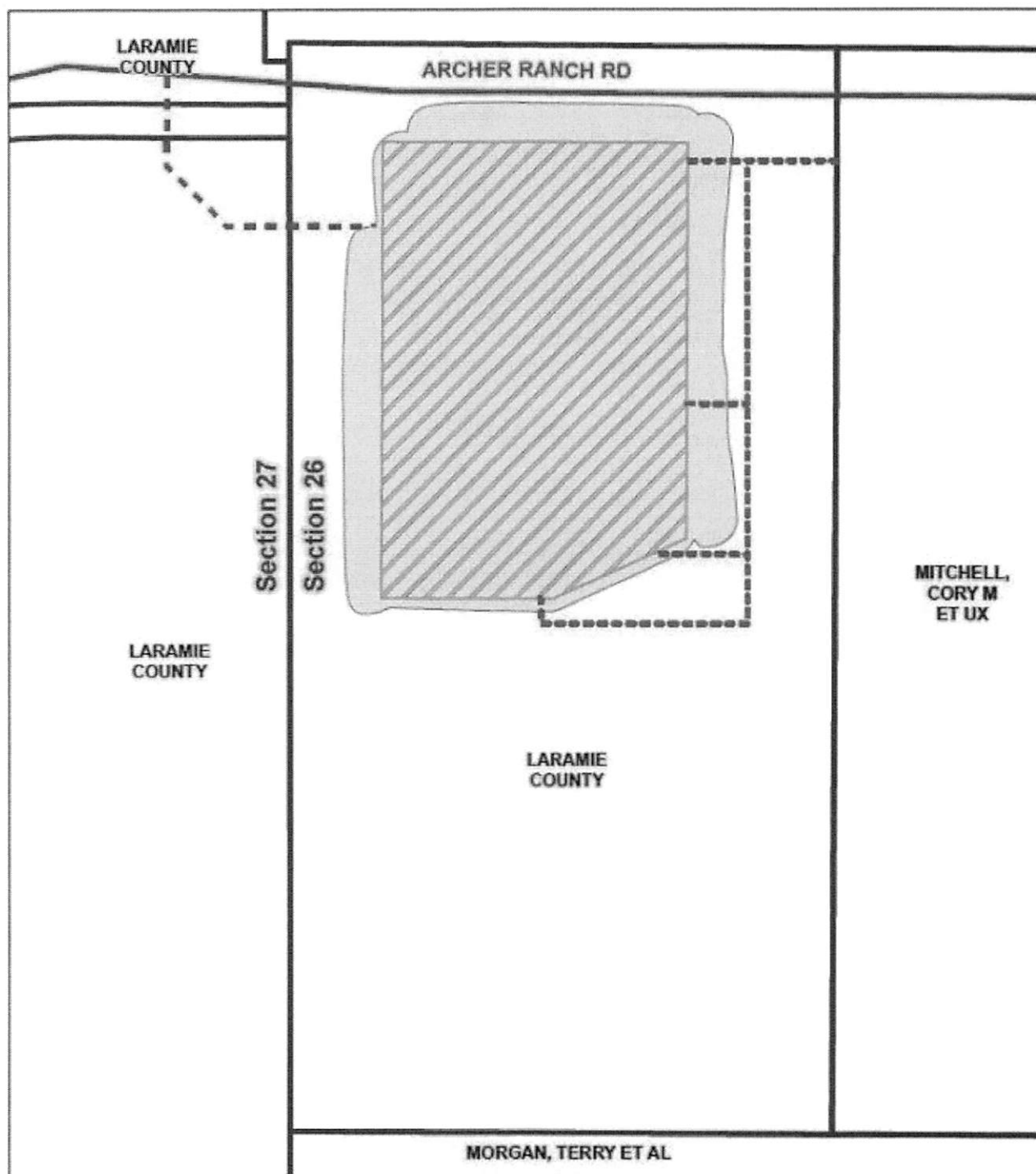
The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by J. Michael Schween as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation.

Notary Public




Commission Expiration




(NOTARY SEAL)

Exhibit "A"




Legend

-  Proposed Oil & Gas Operations Area
-  Potential Disturbance Area
-  Surface Ownership Boundaries

-  Existing Access Road
-  Proposed Access Road
-  Proposed Pipeline ROW





Denver Division

Exhibit "A"

Laramie County Surface
14N 65W, Sections 26 & 27, Laramie County, WY

NOT TO SCALE	DATE: 8/20/07	DRAWN BY: JAC
www.eogresources.com/locations/wyoming/laramiecounty/surface/14n65w/sections26and27/		

MEMORANDUM OF SURFACE USE AGREEMENT

STATE: WYOMING

COUNTY: LARAMIE

On this ____ day of _____, 2017 Laramie County ("Owner"), with a current address of P.O. Box 608, Cheyenne, WY 82003 entered into a Surface Use Agreement with EOG Resources, Inc. ("Operator"), whose address is 600 17th Street, Suite 1000N, Denver, Colorado 80202, with respect to those lands described in Exhibit "A" to this Memorandum ("Property"). The Surface Use Agreement pertains to Operator's exercise of its rights upon the Property pursuant to Operator's existing mineral lease(s) ("Lease(s)"), which rights include, but are not limited to, Operator's right to conduct oil and gas operations and the right of ingress and egress upon the Property pursuant to said Lease(s).

OWNER:
THE BOARD OF COMMISSIONERS
OF LARAMIE COUNTY

OPERATOR:
EOG RESOURCES, INC.

By: _____
Troy Thompson, Chairman

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

ACKNOWLEDGEMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by Troy Thompson as Chairman on behalf of the Laramie County Board of
Commissioners.

Notary Public

Commission Expiration

(NOTARY SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by J. Michael Schween as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc.,
a Delaware corporation.

Notary Public

Commission Expiration

(NOTARY SEAL)

EXHIBIT "A"

Property:

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

Section 26: Being part of the W1/2NW1/4

Also known as, Site 53 of the Archer Ranch Sites

Laramie County, Wyoming

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

Section 27: Being part of the NE1/4

Laramie County, Wyoming