

**AMENDMENT TO SURFACE USE AGREEMENT**  
**Between**  
**LARAMIE COUNTY and EOG RESOURCES, INC.**

**1. Parties.** This Amendment is made and entered into 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 17<sup>th</sup> Street, Suite 1000N, Denver, CO 80202 (hereinafter "Operator").

**2. Purpose of Amendment.** This Amendment modifies the Surface Use Agreement executed on December 5, 2017, as amended (the "SUA") by and between Laramie County ("Owner") and EOG Resources, Inc. ("Operator"), and incorporated into this Amendment as the SUA.

Operator plans to sell and convey an existing located on County property subject to the SUA, and fully described a portion of a pipeline easement located in the SW/4SW/4 of Section 27, Township 14 North, Range 65 West, Laramie County, Wyoming, as more particularly set forth on the sketch provided. The purchaser of this easement ("Purchaser") is:

Roaring Fork  
Midstream 1125 17<sup>th</sup>  
St., Suite 650  
Denver, Colorado 80202  
Attention: Timothy L.  
Garnett  
(0) 720-923-5585 (C) 303-881-2727

Operator's sale and conveyance to Purchaser is planned to be a 10 foot width of surface rights. Under the Assignment Clause of the SUA, the Operator can assign in whole or in part with the prior written consent of the Owner, all rights and obligations arising in connection with Operator's oil and gas leasehold or operating rights under all or a portion of the land.

**3. Terms of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the SUA, unless terminated at an earlier date pursuant to the provisions of the SUA, or pursuant to federal or state statute, rule or regulation.

**4. Amendment.** Pursuant to the terms and conditions of the SUA, the Purchaser agrees to assume and perform all obligations outlined in the SUA to the extent of the interests sold and conveyed by Operator. Furthermore, contingent upon Purchaser's acceptance of all other terms and conditions of the SUA, the Owner's consent is hereby granted to the Operator to

partially assign its rights under the SUA to Purchaser as to the bore locations and 10' width of surface rights interest described herein.

Finally, purchaser agrees to prepare a certified plat that contains meets and bounds description of the easement and the 10' surface rights interest described herein, and that plat will be forwarded to owner when it becomes available.

**EOG RESOURCES, INC.**

By: Paul Boland  
Paul Boland  
Agent and Attorney in Fact

**CONSENT TO THE ABOVE DESCRIBED  
PARTIAL ASSIGNMENT OF SUA IS GRANTED  
THIS \_\_\_\_ OF \_\_\_\_, 2021.**

**LARAMIE COUNTY**

By: \_\_\_\_\_

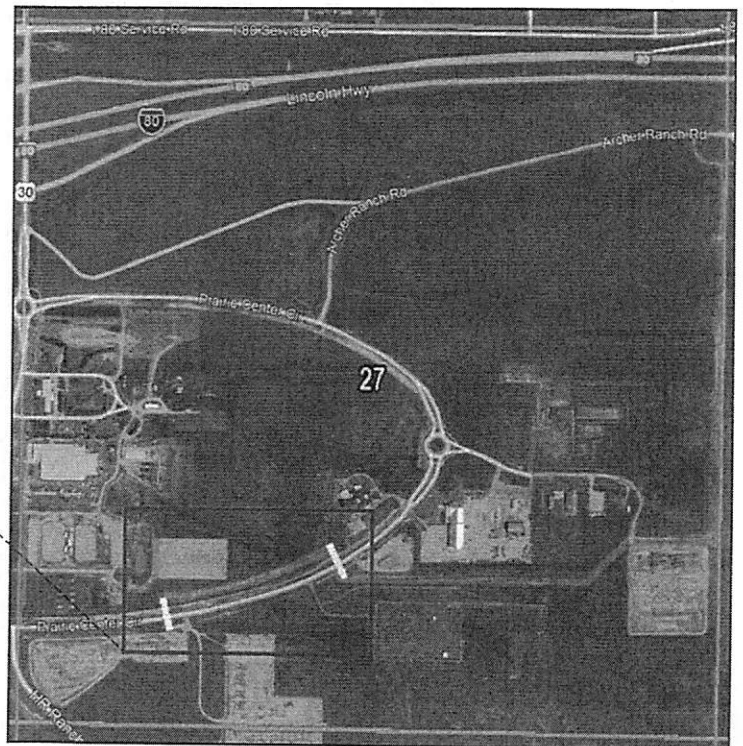
Its: \_\_\_\_\_

Attachments

cc: Chris Merlino  
EOG Resources, Inc.  
Christopher\_merlino@eogresources.com

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

Township 14 North, Range 65 West, 6<sup>th</sup> PM  
Section 27: a portion of the S/2, Laramie County, WY



Surface Map Drafted by Troy S, on  
9/27/2021 by: Pioneer Land Services, Inc.