

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

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between **Meador Ranch Inc., a Colorado Corporation, Charles P. Meador, President,** of **65009 CR 67, Grover, CO 80729**, hereinafter designated as "Surface Owner" and **EOG Resources, Inc.**, hereinafter referred to as "Operator", whose address is 600 17th Street, Suite 1000N, Denver, CO 80202.

WITNESSETH, that

WHEREAS, Operator is the Lessee under that certain Oil and Gas Lease dated the 6th of March, 2008 and recorded at Reception No. 3616018 by and between Surface Owner and Operator, covering the below described lands; and Operator is the Lessee under that certain Oil and Gas Lease dated the 25th of March, 2008 and recorded at Reception No. 3577293 by and between Owner and Operator, covering portions of 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 11 North, Range 63 West of the 6th P.M.

Section 3: All

Section 4: All

Section 5: S2

Section 8: All

Section 9: All

Section 10: W2

Section 19: Lots 1, 2, 3, and 4; E/2 W/2 (W/2) (321.94)

Section 21: W2

Section 30: Lots 1, 2, 3, and 4; E/2 W/2 (W/2) (321.60)

Township 11 North, Range 64 West of the 6th P.M.

Section 13: All

Section 23: All

Section 24: All

Section 25: All

Section 35: All

Containing **7,363.54** acres, more or less

when and where Lessee discontinues operation in the lands, Lessee shall fill all excavations, replace the top soil, where applicable, plant an indigenous grass through dill seeding and watering, on excavated acres, shall remove all structures, fixtures, and other property placed on the land by Lessee or its agents except casing which Lessee may remove, but shall not be obliged to remove) and is all other respects restore the land, as nearly as practicable and reasonable, to its condition before lessee conducted operation on the land. Lessee shall complete the restoration of the land and the removal of structures and other property from the land with all due diligence and with a reasonable time after discontinuance of Lessee's operation on said land. It is understood and agreed that there are times and seasons during the year when, due to weather conditions, it would not be practicable for Lessee to complete the restoration of the land or the removal of the structures, fixtures and other property from the land and /or when such activities would result in additional damage to the land. This shall be taken into consideration by Lessor and Lessee in determining a reasonable time for restoration of the land and the removal of the structures, fixtures, and other property from the land. Lessee agrees to consult with Lessor regarding the locations of all road and production facilities on said lease lands."

25. **Set back from houses.**

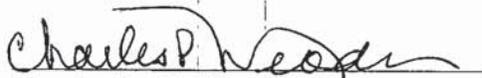
26.

27. **Fences.** All fences shall be constructed under the standards of the Colorado Fence Code which includes 4 strands of barbed wire, steel posts no more than 20' apart, double wood cross-braced posts at corners and gates.

28. **Conservation Easement.** All or some of the lands may be determined to be within a conservation easement with the Colorado Cattleman's Agriculture Land Trust. Operations must be conducted within compliance of said conservation easement if deemed applicable

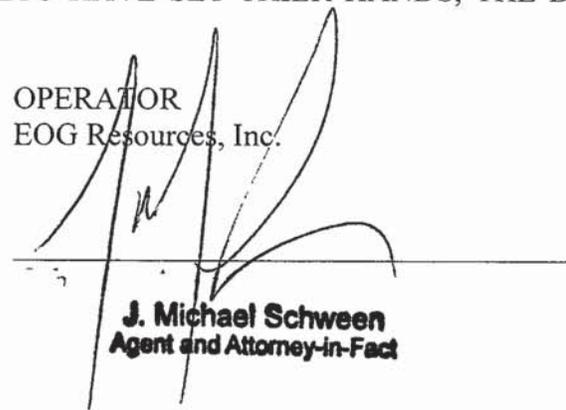
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THIER HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

SURFACE OWNER


Charles P. Meader, President
Meader Ranch, Inc.

OPERATOR
EOG Resources, Inc.

By:


J. Michael Schween
Agent and Attorney-in-Fact