



**Matthew W. Smith**  
Land Manager, Denver Division

**EOG Resources, Inc.**  
600 17<sup>th</sup> Street, Suite 1000N  
Denver, CO 80202  
(303) 262-2850  
Matthew\_Smith@eogresources.com

July 22, 2020

Ms. Jenifer Scoggin  
Director  
Wyoming Office of State Lands and Investments  
Herschler Building, 1E  
122 W. 25<sup>th</sup> Street  
Cheyenne, Wyoming 82002

Re: **Land Exchange Proposal**

Dear Director Scoggin:

As you know, EOG Resources, Inc. (“EOG”) owns and operates substantial oil and gas interests in the State of Wyoming, and is currently the state’s largest oil producer. EOG’s operations help to develop Wyoming’s abundant natural resources, and in the process generate millions of dollars annually to the State and county governments in the form of royalties, production taxes and ad valorem taxes. These operations also support many EOG-employee and contractor jobs in the state. In addition to those economic benefits, EOG is recognized as an industry-leading operator. We continually focus on efficiency, safety, environmental compliance and sustainability in our operations. For example, companywide in 2019, EOG captured over 98% of the wellhead gas it produced and sourced 75% of the water it used from reuse and non-fresh sources. We have steadily improved our water reuse operations, and this proposal outlines our “corridor” strategy, which we believe will result in that reuse percentage climbing much higher. In short, we believe that responsible stewardship of all of EOG’s resources – our assets, the environment, our people and the communities in Wyoming where we live and work – is an essential part of our long-term success. Our goal is to be a leader in all of these areas and we strive to continually improve our performance every year.

With that in mind, and further to our current and planned operations in the Powder River Basin, EOG wishes to propose a very unique land exchange with the Wyoming Office of State Lands and Investments (“OSLI”) as outlined below.

1. **Acreage Owned by EOG and OS LI**

- (a) EOG owns approximately 5,300 surface acres (not fee minerals) in located in Township 13 North, Range 65 West, Laramie County, Wyoming, depicted on Exhibit A hereto (the “EOG Lands”).

- (i) Based on recent property tax assessments, EOG estimates the value of the EOG Lands at approximately \$2000.00 per acre or a total value of \$10.6 million.
- (b) According to EOG's records, OSLI owns approximately 5,120 acres (fee surface and minerals) located in Campbell and Converse Counties, Wyoming, depicted on Exhibit B hereto (the "OSLI Lands").
  - (i) Based on internal information, EOG estimates the surface value of the OSLI Lands at approximately \$600.00 per acre or a total value of \$3.072 million.

2. **Exchange Proposal**

- (a) EOG would exchange the EOG Lands<sup>1</sup> for the surface estate only in the OSLI Lands (OSLI would reserve all oil, gas and other minerals in its conveyance to EOG).
- (b) For a period of ten (10) years from the closing date of the exchange, EOG would pay OSLI the amount of Three Hundred Thousand Dollars (\$300,000.00) annually ("Annual Payments"). The first such Annual Payment would be made by EOG within thirty (30) days of the closing date of the exchange.
  - (i) At any time during the 10-year period, EOG would have the right to drill one or more wells to depths of EOG's choice on the OSLI Lands, or lands pooled therewith (each, a "Well").
  - (ii) If EOG drills ten (10) Wells on the OSLI Lands, or lands pooled therewith, within the 10-year period, the Annual Payments would thereafter not be payable to OSLI. For example, if EOG drilled 10 Wells on the OSLI Lands, or lands pooled therewith, before the end of year 4, the Annual Payments for years 5 thru 10 would not be payable to OSLI.
- (c) EOG would allow any current OSLI grazing lessee on the OSLI Lands to continue grazing under a new agreement with EOG. The grazing fee under the new agreement would be no more than the fee charged by OSLI under the former grazing lease – in fact, EOG would be willing to entirely waive the grazing fee under the new agreement, subject to advice on that matter from OSLI. Our objective is to continue to engage with these lessees and work with them to integrate both grazing and EOG operations on the OSLI lands through a mutually beneficial and long-term relationship.

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<sup>1</sup> EOG currently has a number of producing oil and gas wells and a storage yard located on the EOG Lands. As part of the exchange, EOG would need to reserve rights to the EOG Lands sufficient for continued access and operation of these existing wells, access to the storage yard, and potential future development of EOG's oil and gas interests underlying the EOG Lands. These details will require additional discussions with OSLI.

3. **Discounted Preferential Right to Purchase.**

- (a) If EOG decides at a future date to sell all or a portion of the OS LI Lands to a third party because such lands are no longer needed for operations, EOG shall promptly give written notice to OS LI with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. OS LI shall then have an optional prior right, for a period of fifteen (15) days after receipt of the notice, to purchase on the same terms and conditions that part of the OS LI Lands which EOG proposes to sell; provided that if OS LI timely elects in writing to exercise its option, then the purchase price shall be reduced by ten percent (10%) (the “Discounted PPR”).
- (b) The Discounted PPR shall be recurring and apply to each sale (if more than one) by EOG of OS LI Lands.
- (c) The Discounted PPR shall not apply if EOG wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets in the Powder River Basin of Wyoming.

4. **Advantages of the Exchange to OS LI – Trust Land Management Objectives**

- (a) Better meet beneficiaries’ objectives through enhanced revenue and/or investment factors. This Trust Land Management Objective would be satisfied because EOG believes that the appraised value of the EOG Lands exceeds the appraised value of the OS LI Lands. In addition:
  - (i) The proposed Annual Payments to OS LI would exceed income currently generated by the OS LI Lands.
  - (ii) The income potential from the EOG Wells, if drilled and completed as producers, could greatly exceed both income currently generated by the OS LI Lands or the Annual Payments (please see No. 5 below).
  - (iii) The exchange would contribute to EOG’s oil and gas operational success, which directly benefits the State of Wyoming (please see No. 5 below).
- (b) Improve manageability by consolidating ownership and/or leveraging management resources. EOG believes this Trust Land Management Objective would be satisfied because the EOG Lands offer the opportunity for the OS LI to acquire approximately 5,300 contiguous surface acres nearby Cheyenne, Wyoming in exchange for isolated OS LI parcels. Our review indicates that all of the OS LI Lands (100%) sought for exchange by EOG under this proposal are landlocked and cannot be readily accessed by private citizens.

- (c) Meet specific school and/or community need to improve stability, provide growth; improve access / recreational opportunity. EOG believes this Trust Land Management Objective would be satisfied because the proposed exchange would enable the OSLI to own and operate for commercial or other purposes a large, consolidated and accessible parcel nearby Cheyenne, Wyoming.

5. **Advantages of the Exchange to EOG; the State of Wyoming; Other Stakeholders**

- (a) The exchange would be a strategic fit to EOG's rapidly expanding operations in the Powder River Basin.

- (i) The exchange would promote a so-called "corridor" development concept, which EOG has utilized very successfully in other operating areas. Under this concept, well pads, pipelines, supporting infrastructure (such as compressors and water re-use ponds), and access roads are located along an east-west running corridor. Wells with subsurface horizontal laterals (generally two miles in length) are drilled in north-south directions from the well pads along both sides of the corridor. The layout results in little to no surface disturbance for two miles on either side of the corridor. This concept has significant operational, economic, environmental and sustainability benefits for EOG, the State of Wyoming and other stakeholders, because it:

- Maximizes operational planning, flexibility and efficiency. This results in greater ultimate recovery of valuable oil and gas resources, which in turn increases royalties, production and ad-valorem taxes, and generates and supports jobs;
- Minimizes the operations "footprint", such as noise, dust, and road wear and tear caused by heavy vehicle traffic (particularly water hauling trucks, which become practically unnecessary since almost all water used is transported along the corridor by buried pipelines);
- Minimizes flaring since gas transport pipelines are interconnected along the corridor; and
- Minimizes use of fresh water, since water produced from operations can be stored in strategically located and state of the art re-use ponds along the corridor, and then cycled to and from well pads when needed for drilling or completion operations.

The OSLI Lands would be strategically included in the corridor layouts to help support and maximize all of these important benefits.

- (b) For the reasons noted above, the exchange would encourage oil and gas development and therefore the potential to generate revenue to the State of

Wyoming and county governments in the form of royalties, severance taxes and ad valorem taxes. These revenues could greatly exceed revenue currently generated by the OS LI Lands.

- (d) The exchange would continue the operations of current OS LI grazing lessees; under a new lease agreement, the grazing fee to EOG would be no more than the fee charged by OS LI under the former grazing lease or entirely waived, subject to advice on that matter from OS LI.
- (e) OS LI would have an opportunity pursuant to the proposed Discounted PPR to reacquire all or portions of the OS LI Lands if such lands are no longer deemed necessary by EOG for its operations.

Enclosed is the following documentation relating to this proposal:

Exhibits "C-1 through "C-9" - Land Transaction Evaluation Forms for the EOG Lands and OS LI Lands, and Surface Lessee Notification and Comment Forms for only the OS LI Lands.

- One recipient of the Surface Lessee Notification and Comment Forms (Isenberger Land, LLC) did not respond to EOG. As to those recipients who did respond to the Surface Lessee Notification and Comment Forms, please note that none of them were privy to the terms of EOG's proposal described herein, especially EOG's offer to allow current grazing lessees to continue their grazing operations (possibly without charge by EOG) if an exchange is consummated. Put another way, none of the comments generated in response to the Surface Lessee Notification and Comment Forms reflect or consider EOG's exchange proposal to OS LI.

Exhibit D – Qualification of EOG to Conduct Business in Wyoming

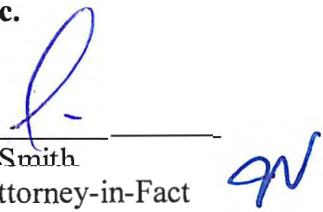
Finally, enclosed is EOG's check in the amount of \$9,000.00 as payment for the application fees associated with this proposal.

EOG is prepared to move forward in a process that would result in the consummation of a definitive exchange agreement with OS LI along the terms outlined above at the earliest possible date. We welcome the opportunity to discuss this very unique exchange proposal with OS LI in greater detail, and look forward to working with OS LI towards a mutually beneficial transaction.

Sincerely,

**EOG Resources, Inc.**

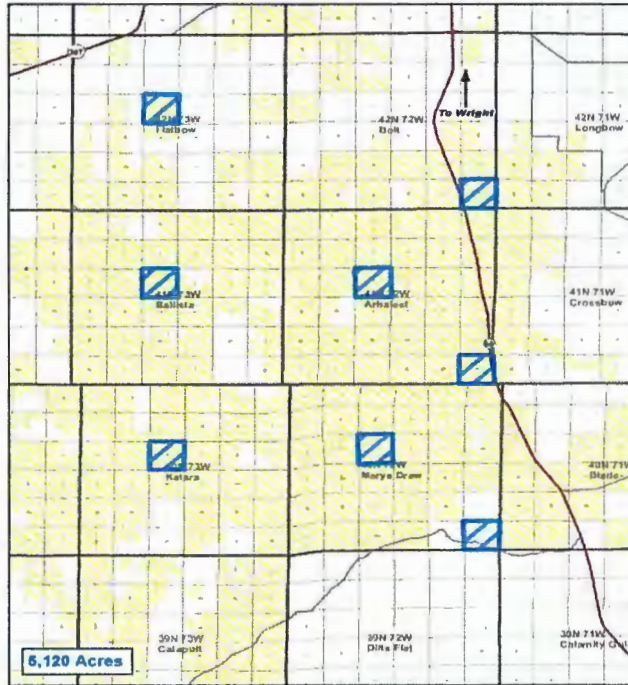
By: \_\_\_\_\_  
Matthew W. Smith  
Agent and Attorney-in-Fact



**Exhibit A**  
**Laramie County, Wyoming**



**Exhibit B**  
**Converse and Campbell Counties, Wyoming**



**Exhibit C-3**

**OSLI Lands**

**Township 40 North, Range 72 West, 6<sup>th</sup> P.M.**  
**Section 36: ALL**

**Converse County, Wyoming**



WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)**

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**PLEASE READ THESE INSTRUCTIONS CAREFULLY**

**The failure to fully complete the Application or provide all of the required information and documentation may result in a significant delay in the Office of State Lands and Investment's ability to consider the transaction.**

1. Provide a written description of how, if completed, the proposed land transaction will satisfy one or more of the **Trust Land Management Objectives**.
2. Provide a **map** of all land involved in the transaction, including adjacent state trust lands and adjacent land owners.
3. Fill out **Land Transaction Evaluation Form** using the **Evaluation Criteria Narrative Form** as a helpful guide and return with application. If this application is for an exchange, an evaluation form must be filled out for each parcel of State Trust Land and Private land.
4. If the applicant is not the surface lessee, please include a **Surface Lessee Notification and Comment Form**. This form **must be completed and signed by the surface lessee and submitted with the application**. You may use the online [surface plat book](#) feature to find the surface lessee.
5. If the applicant is a corporation or other legal entity, provide evidence that it is qualified to do business in Wyoming. This information may be obtained from the [Secretary of State's website](#).
6. Provide a list and estimated value of all lessee owned improvements including buildings, fences, wells, tanks, pipelines, etc. Show the location of the improvements on the map referenced in No. 2 above.
7. Provide any other information the applicant deems relevant to the Office's evaluation of the application.
8. Pay the Application fee of \$1,000.00. Please make checks payable to The Office of State Lands and Investments. (If the application does not progress to Category II status, the applicant is eligible for a 75% refund)

After completing the Application, please return it, along with all required information, documentation and fees, to:

Office of State Lands and Investments  
Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>TH</sup> Street  
Cheyenne, WY 82002

**APPLICATION TERMS AND CONDITIONS** (Please read carefully before filing)

**TRANSACTION COSTS BORNE BY THE APPLICANT or SUCCESSFUL BIDDER**

1. Survey: If a survey is required, the applicant shall acquire a Wyoming Certified Survey at their own expense.
2. Appraisal Fee: The applicant will be required to order and pay for the appraisal(s).
3. Advertising: The Office of State Lands and Investments (OSLI) will arrange for all newspaper advertising and payment will be collected from buyer at closing.
4. All fees incurred to close the transaction.
5. A \$25.00 deed processing fee.
6. An application fee of \$1,000.00.

All land transactions must be in accordance with the Trust Land Management Objectives and land will be appraised for its highest and best use with the assumption of legal access. All state trust land approved for disposal shall be sold at public auction to the highest bidder.

**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**

**APPLICANT DATA:** *The full legal name of the Applicant or the business entity name on file with the Wyoming Secretary of State, including a Certificate of Good Standing, must be provided for all business entities. Please note, all application documents will become public record.*

**Applicant**

Name: EOG Resources, Inc. Phone: (303) 824-5404

**Mailing**

Address: 600 17th Street, Suite 1000N, Denver, CO 80202 Email: Mason\_Smith2@egoresources.com

**This application is for:**

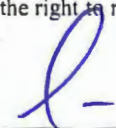
STATE TRUST LAND (Disposal)  DEEDED LAND (Acquisition)  BOTH (Exchange)

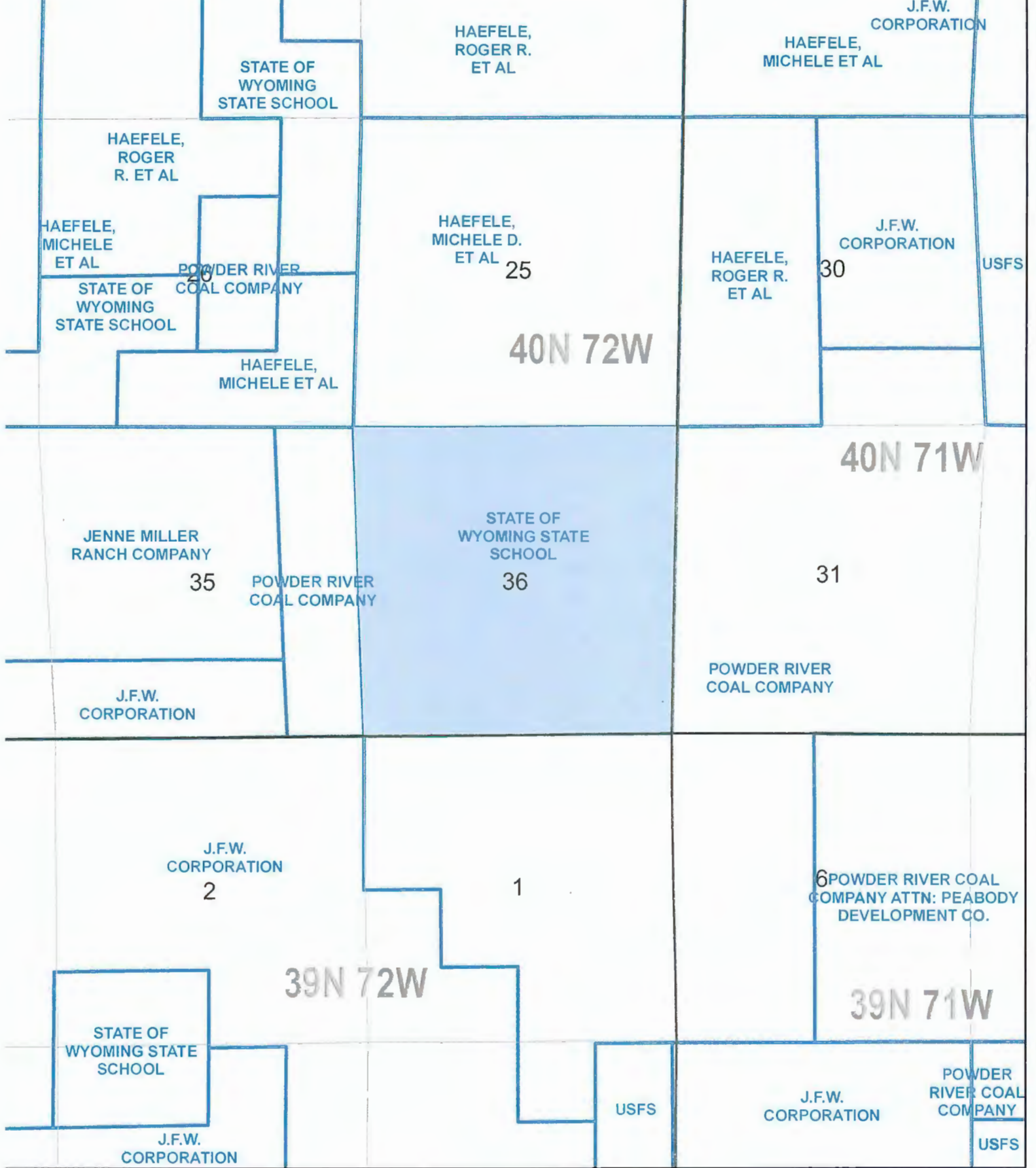
**Legal Description of Land in Township, Range, Section, Description format:**

*Example: Township 52N., Range 98W., Section 16: the E1/2, containing 320 acres*

Township 40 North, Range 72 West, 6th P.M.  
Section 36: All  
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I hereby propose the parcel(s) described above be considered for the proposed transaction pursuant to the Rules and Regulations of the Board of Land Commissioners and Wyoming State Statutes. I acknowledge that submission of this application will initiate a process for the consideration of a land transaction on the surface estate only and the Board of Land Commissioners and the Office of State Lands and Investments reserve the right to reject this application at any time prior to the execution of a Patent or Warranty Deed.

Signature:  Date: 7/22/20



SURFACE OWNERSHIP  
 T40N R72W  
 Section 36

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENNIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.

## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE** this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)  
Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 40 North, Range 72 West, 6th P.M.  
Section 36: All

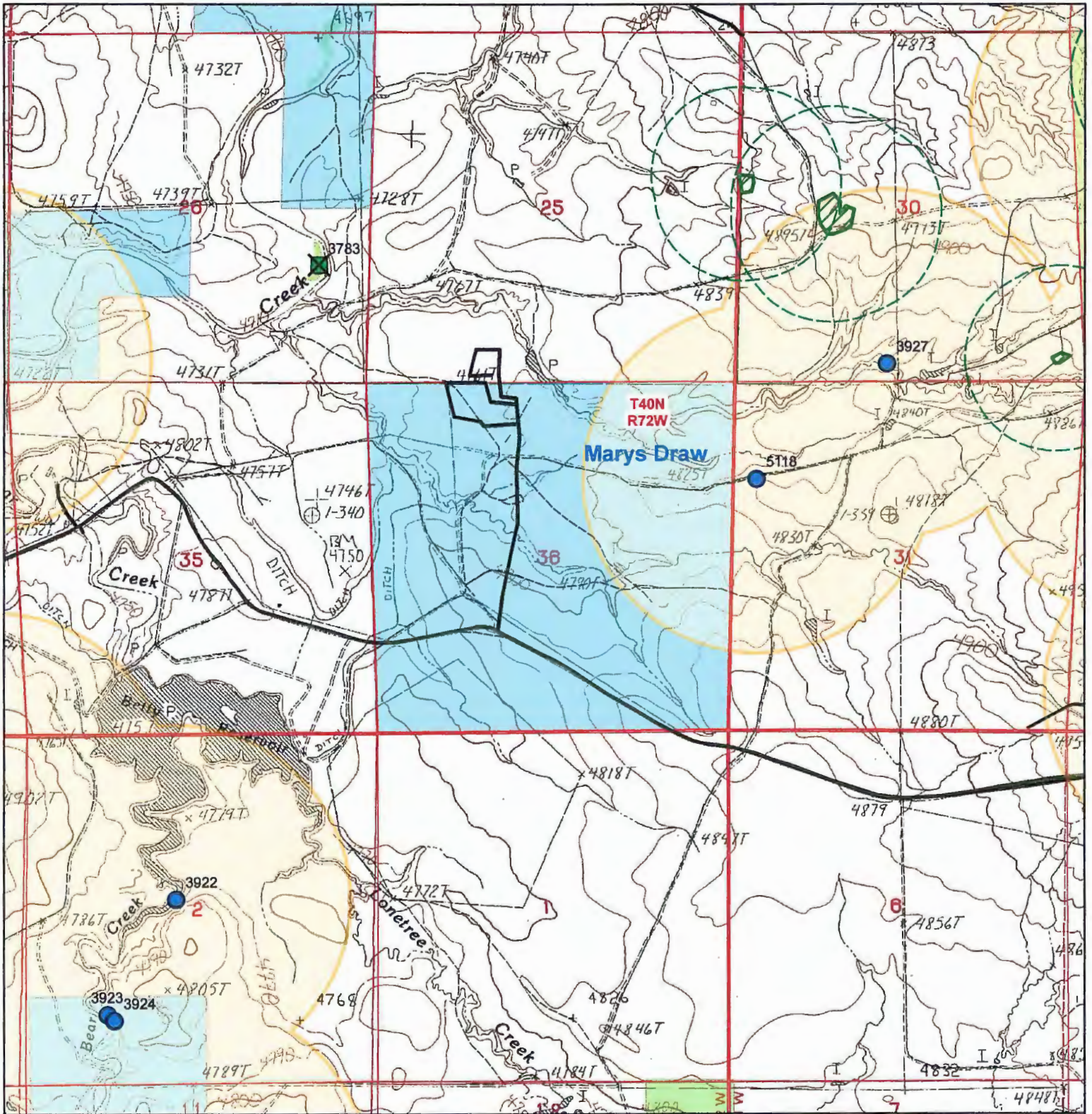
Applicant Name: EOG Resources, Inc.

Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@eogresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$750/Acre
2.	How is the land currently used?	Agriculture/Grazing
3.	What is the highest and best use of the parcel?	Commercial
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agricultural
5.	Is the land currently leased and at what rate?	Yes/Grazing/Lease Rate Unknown
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	No
8.	Does the parcel have merchantable timber?	Est. board feet: N/A
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Oil & Gas Production
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Isolated
13.	What is the nature and extent of existing infrastructure? (roads, utilities power, telephone, water or sewer availability)	Limited
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	See attached plat & comments
15.	Are threatened or endangered species on the parcel?	See attached plat & comments
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	No
17.	Does the parcel have known cultural, archaeological or paleontological values?	None identified, see attached plat
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: No
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	No
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Unknown
22.	Are there any Conservation Easements on the land in question?	Unknown



- |                 |                  |                                   |               |
|-----------------|------------------|-----------------------------------|---------------|
| Gone Nest 2019  | Ferruginous Hawk | Mountain Plover Potential Habitat | USFS Lands    |
| BLM Nest Buffer | Golden Eagle     | Plover 0.25-Mile Buffer           | State Lands   |
|                 |                  |                                   | Private Lands |

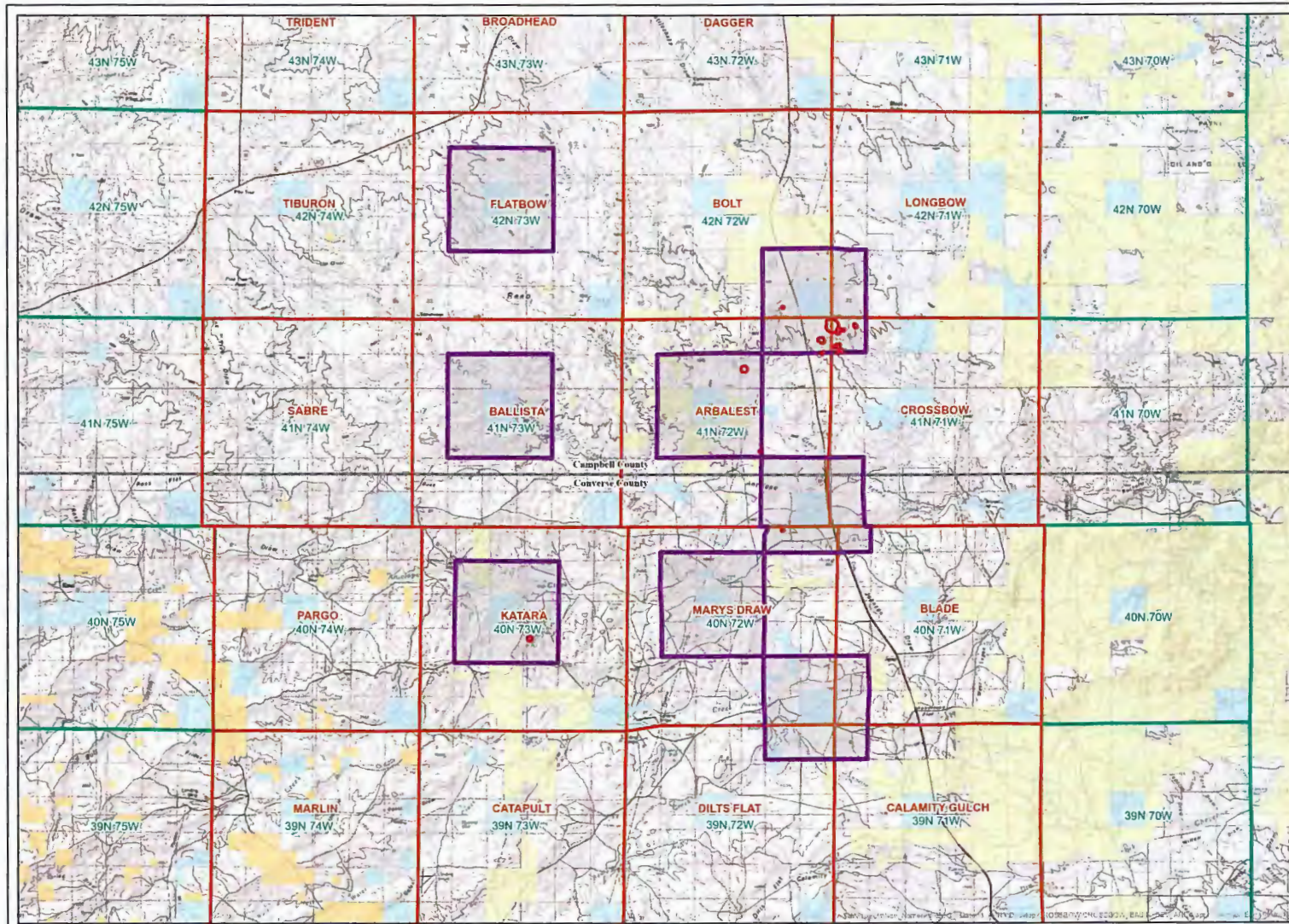
**SECTION 36**  
**T40N:R72W**  
**MARY'S DRAW**



**Section 36 T40N:R72W – Mary's Draw**

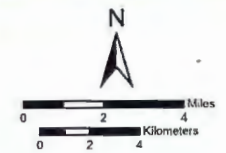
- Nest buffer on ferruginous hawk nest encompasses northeastern portion of section (0.5-mile buffer, February 1 – July 31). Other buffers on adjacent sections.
- Potential mountain plover habitat in western Section 30 T40N:R71W. If possible, should be surveyed during breeding season (May 1 – June 15) and if determined to be occupied, a 0.25-mile buffer may be applied March 15 – July 31.
- No other known wildlife issues





**Crossbow State and Surrounding Sections Cultural Resource Desktop Overview Map Legend**

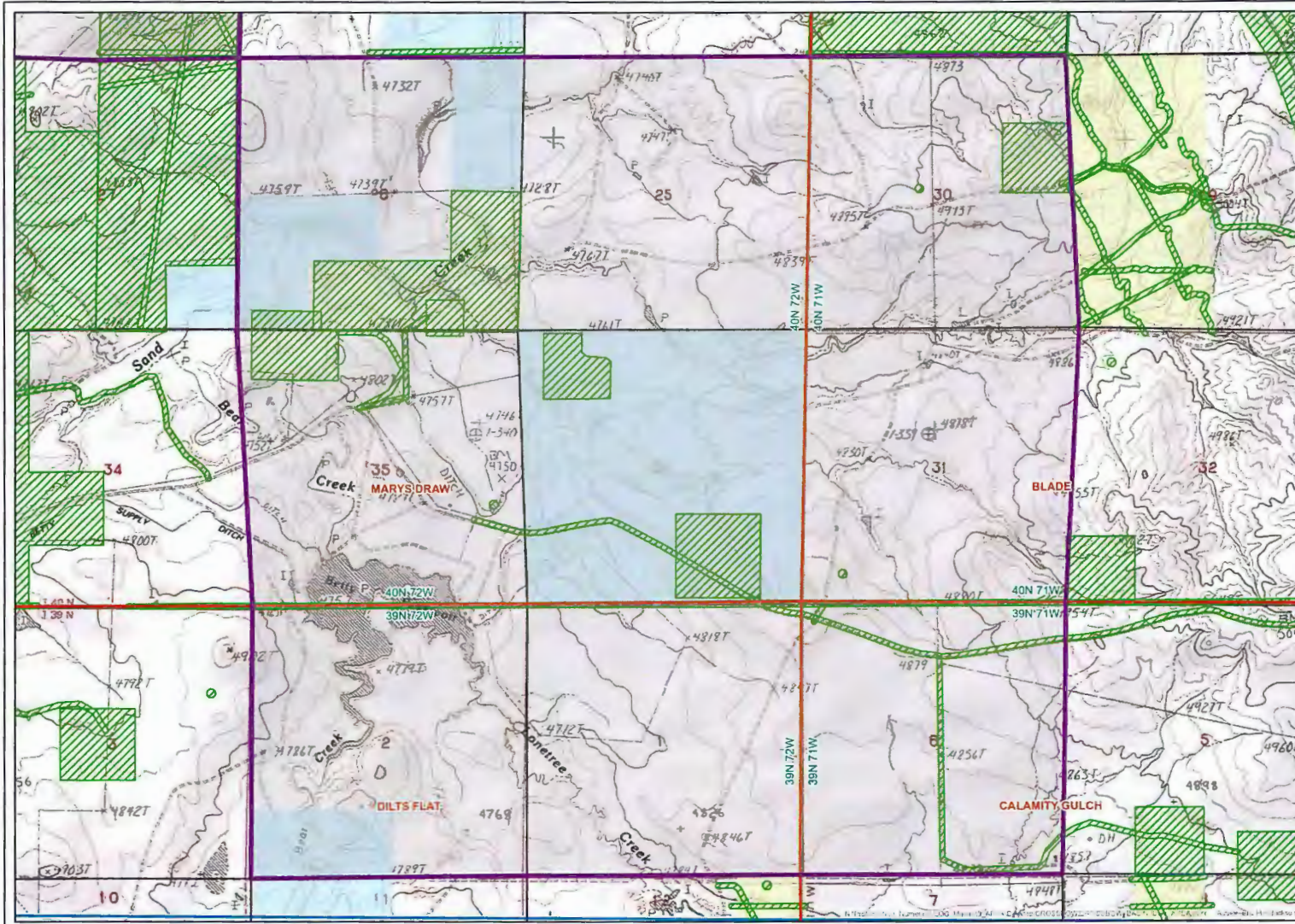
- Analysis Area
- Avoidance Area
- EOG Project Boundary
- County Boundary
- Township/Range Boundary
- Surface Ownership**
- BLM
- Forest Service
- Private
- State
- Other



Base Map: USA Topo Maps<sup>®</sup>  
 © 2013 National Geographic Society, i-cubed  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 7/13/2020

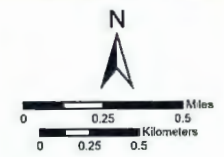
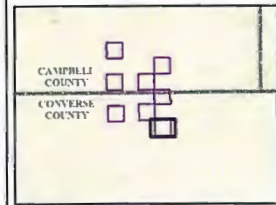
**SWCA**  
 ENVIRONMENTAL CONSULTANTS

295 Interlockers Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
[www.swca.com](http://www.swca.com)



**Crossbow State and Surrounding Sections Cultural Resource Desktop Mapbook - T40N R72W S36 Project Area Legend**

- Analysis Area
- Previous Inventory (SHPO Data)
- EOG Project Boundary
- County Boundary
- Section Boundary
- Township/Range Boundary
- Topo Quad Boundary
- Surface Ownership**
  - Forest Service
  - Private
  - State



Base Map: USA Topo Maps®  
 2013 National Geographic Society, Inc. (reduced)  
 Township: 39-40N Range: 71-72W  
 Quadangles: Derry Reservoir, WY (1984)  
 Converse County, Wyoming  
 NAD 1983 UTM Zone 13N  
 Scale: 1:24,000  
 7/13/2020



295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
[www.swca.com](http://www.swca.com)

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

Surface Lessee Notification and Comment Form

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted with the completed application. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 600 17th Street, Suite 1000N, Denver, CO 80202 **Email** Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**

Township 40 North, Range 72 West, 6th P.M.  
Section 36: All  
Lease #: 1-8088

**Description of Proposal:**

EOG Resources, Inc. intends to exchange EOG owned property in Laramie County, WY for the  
above described parcel of Wyoming Office of State Land and Investments property in Converse  
County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** 1-8088 **Lessee Name** JFW Corp

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

Lessee Comment:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**JACOBSON LAW OFFICE, LLC**

Heather A. Jacobson  
hjlawoffice@wyoming.com

**ATTORNEY AT LAW**  
*A Limited Liability Company*  
204 N. 5<sup>th</sup> Street  
Douglas, Wyoming 82633

Telephone (307) 358-3180

Fax (307) 358-3182

May 26, 2020

Mr. Mason Smith  
EOG Resources, Inc.  
600 17<sup>th</sup> St., Suite 1000N  
Denver, CO 80202

Ms. Jenifer Scoggin  
Director, Office of Wyoming State Lands and Investments  
122 West 25<sup>th</sup> St.  
Cheyenne, WY 82002

**RE: Surface Lessee Comments  
EOG Land Trade Application for the Following Sections:**

**Township 39 North, Range 71 West, 6<sup>th</sup> P.M.**

**Section 36: All  
Lease #1-7214**

**Township 40 North, Range 72 West, 6<sup>th</sup> P.M.**

**Section 36: All  
Lease #1-8088**

Dear Mr. Smith and Director Scoggin:

This office represents JFW Corporation, the surface lessee of lease number 1-7214 and 1-8088. Please consider this letter the Surface Lessee Comment, in lieu of the traditional one-paragraph form.

On or about February 26<sup>th</sup>, 2020, JFW received the attached Surface Lessee and Comment forms. There were no additional letters, documents or information contained in the package. Additionally, JFW has had no other communication in regard to this application. Therefore, my client's objection to this application cannot be as detailed as they would otherwise prefer.

The surface lessee notification form provides no detail as to EOG's proposed trade. However, JFW strongly objects to this proposal. My client believes that the proposed trade is

not in the State of Wyoming's, the general public, or the surface lessee's best interest. In short, the only entity that will profit from this trade is EOG and therefore, the application should be denied.

The mandate of the State Land and Investment Board is to maximize the income generated from these state sections. As this money is used to support the Wyoming school systems, a long-term approach to maximizing the income is paramount. A state section should not be traded for any other lands unless the replacement lands will produce a greater income stream over the long term. While we do not know which lands EOG is offering to trade for these state sections, it is unfathomable that any lands in Laramie County could produce greater future income to the State than these lands. It is our belief that the greatest income stream achieved by any real property in the State of Wyoming right now (and into the future) is created by the leasing of lands for oil and gas facilities. It is not unusual for oil and gas companies to pay well over Five Hundred Thousand Dollars (\$500,000) per year for each facility on a section. The majority of those facilities are located in Converse and southern Campbell Counties. JFW does not believe that EOG will be able to identify any lands in Laramie County that can provide the same income potential as these state sections in this application. Therefore, my client believes that EOG's application should be rejected as failing to fulfill the most important mandate of the State Land's office.

Additionally, EOG has filed multiple condemnation suits and "bonded on" to many landowners in this area. The reason that EOG has taken those actions, when other companies in the area have not, is because EOG does not wish to pay the same surface damages to the private landowners that every other company has agreed to pay. It is our belief that this application for the land trade is EOG's way to avoid paying the fair market value of their damages to the State of Wyoming, just as they have done to the private landowners. If EOG owns the land, they do not have to pay the State the fair market damages for the well pads, roads, pipelines, freshwater wells, disposal wells, and water recycling facilities that they will place on these lands. EOG clearly believes that gaining ownership will save them money over having to pay annual damages so implicitly, EOG believes that the State will lose money by granting them ownership. Therefore, the State should not grant this application as it will take money out of the State's pocket to pad EOG's pocket.

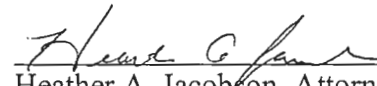
Lastly, the State would be setting a dangerous precedent by granting this request for an oil and gas company to gain ownership of state sections in Converse and Campbell Counties by trading the State ownership in lands in other counties. If the State says yes to EOG, how will they say no to Chesapeake, Anadarko, Devon, RKL, Wold, Balidor, Northwoods, Samson, Titan, Grayson Mill and Rebellion (to name a few) when they apply for a land trade? If EOG believes it will be good for their balance sheet and bottom line to own these sections, its reasonable to assume that every other oil and gas company operating in the Powder River Basin will also benefit from like trades. If these like trades offer lands outside of the Powder River Basin, it isn't unfathomable that you are left in the position of arbitrarily denying other companies' applications (even though they would be the same as EOG's application) or trading away every state section in this area. This seems like a slippery slope that the State would not want to start down.

Based upon the foregoing, JFW strongly objects to EOG's land trade application to gain

ownership of the State of Wyoming lands covered by lease numbers 1-7214 and 1-8088.

If you have any questions or comments, please feel free to contact this office at any time.  
Thank you.

Sincerely,  
Jacobson Law Office, LLC

  
Heather A. Jacobson, Attorney



**Exhibit C-4**

**OSLI Lands**

**Township 40 North, Range 73 West, 6<sup>th</sup> P.M.**

**Section 16: ALL**

**Converse County, Wyoming**



WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)**

---

**PLEASE READ THESE INSTRUCTIONS CAREFULLY**

**The failure to fully complete the Application or provide all of the required information and documentation may result in a significant delay in the Office of State Lands and Investment's ability to consider the transaction.**

1. Provide a written description of how, if completed, the proposed land transaction will satisfy one or more of the **Trust Land Management Objectives**.
2. Provide a **map** of all land involved in the transaction, including adjacent state trust lands and adjacent land owners.
3. Fill out **Land Transaction Evaluation Form** using the **Evaluation Criteria Narrative Form** as a helpful guide and return with application. If this application is for an exchange, an evaluation form must be filled out for each parcel of State Trust Land and Private land.
4. If the applicant is not the surface lessee, please include a **Surface Lessee Notification and Comment Form**. This form **must be completed and signed by the surface lessee and submitted with the application**. You may use the online [surface plat book](#) feature to find the surface lessee.
5. If the applicant is a corporation or other legal entity, provide *evidence that it is qualified to do business in Wyoming*. This information may be obtained from the [Secretary of State's website](#).
6. Provide a list and estimated value of all lessee owned improvements including buildings, fences, wells, tanks, pipelines, etc. Show the location of the improvements on the map referenced in No. 2 above.
7. Provide any other information the applicant deems relevant to the Office's evaluation of the application.
8. Pay the Application fee of \$1,000.00. Please make checks payable to The Office of State Lands and Investments. (If the application does not progress to Category II status, the applicant is eligible for a 75% refund)

After completing the Application, please return it, along with all required information, documentation and fees, to:

Office of State Lands and Investments  
Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>TH</sup> Street  
Cheyenne, WY 82002

**APPLICATION TERMS AND CONDITIONS** (Please read carefully before filing)

**TRANSACTION COSTS BORNE BY THE APPLICANT or SUCCESSFUL BIDDER**

1. Survey: If a survey is required, the applicant shall acquire a Wyoming Certified Survey at their own expense.
2. Appraisal Fee: The applicant will be required to order and pay for the appraisal(s).
3. Advertising: The Office of State Lands and Investments (OSLI) will arrange for all newspaper advertising and payment will be collected from buyer at closing.
4. All fees incurred to close the transaction.
5. A \$25.00 deed processing fee.
6. An application fee of \$1,000.00.

All land transactions must be in accordance with the Trust Land Management Objectives and land will be appraised for its highest and best use with the assumption of legal access. All state trust land approved for disposal shall be sold at public auction to the highest bidder.

**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

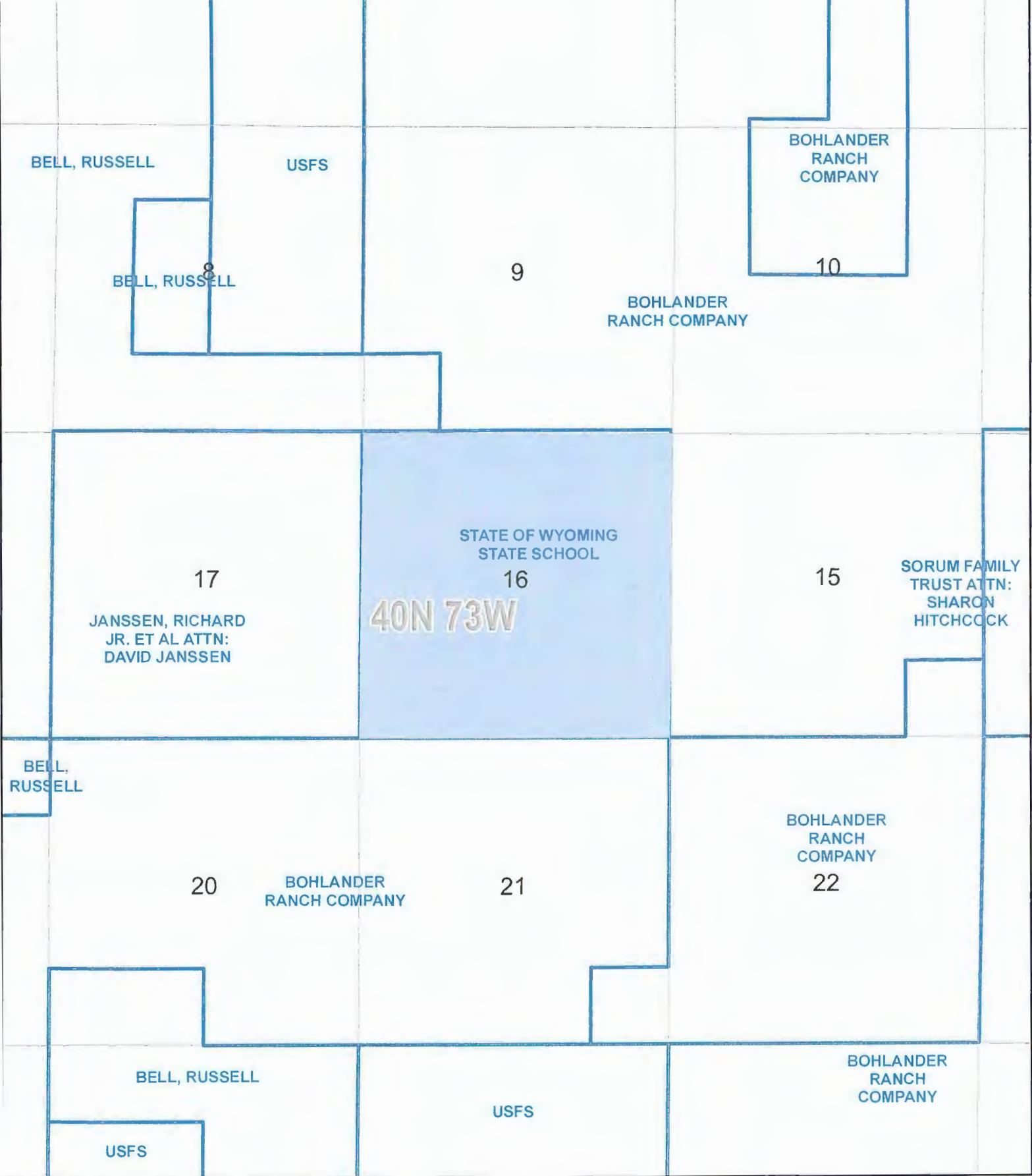
If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**

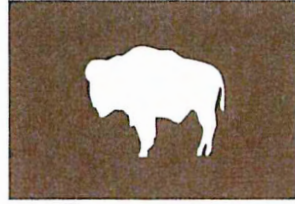




**SURFACE OWNERSHIP**  
**T40N R73W**  
**Section 16**

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.

## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.**

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)

Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 40 North, Range 73 West, 6th P.M.  
Section 16: All

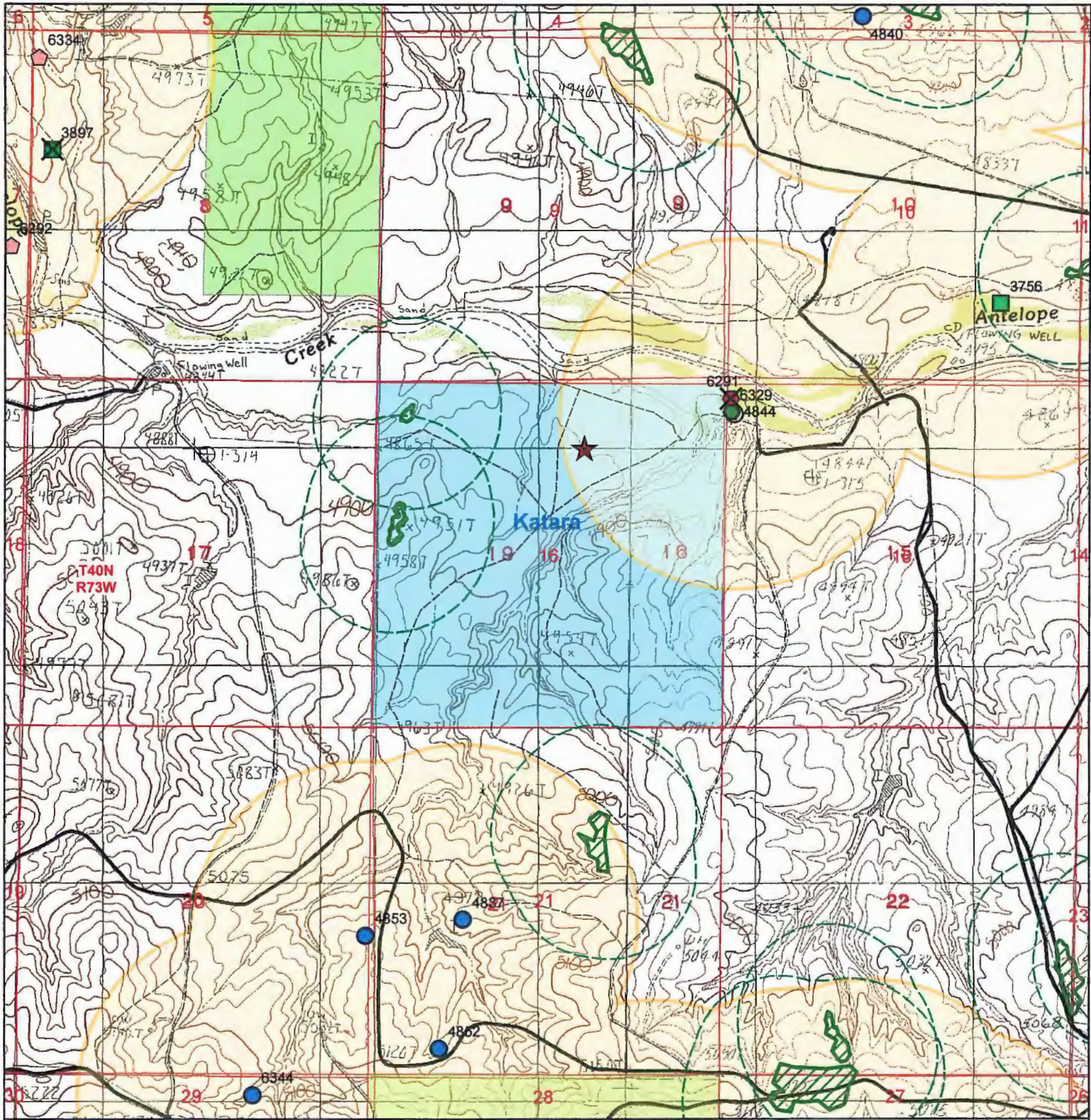
Applicant Name: EOG Resources, Inc.

Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@eogresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$750/Acre
2.	How is the land currently used?	Agriculture/Grazing
3.	What is the highest and best use of the parcel?	Commercial
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agricultural
5.	Is the land currently leased and at what rate?	Yes/Grazing/Lease Rate Unknown
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	No
8.	Does the parcel have merchantable timber?	Est. board feet: N/A
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Oil & Gas Production
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Isolated
13.	What is the nature and extent of existing infrastructure? (roads, utilities, power, telephone, water or sewer availability)	Limited
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	See attached plat & comments
15.	Are threatened or endangered species on the parcel?	See attached plat & comments
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	No
17.	Does the parcel have known cultural, archaeological or paleontological values?	None identified, see attached plats
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: No
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	No
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Unknown
22.	Are there any Conservation Easements on the land in question?	Unknown



- |                 |   |                                   |               |
|-----------------|---|-----------------------------------|---------------|
| Gone Nest 2019  | American Kestrel                        | Mountain Plover Potential Habitat | USFS Lands    |
| BLM Nest Buffer | Ferruginous Hawk                        | Plover 0.25-Mile Buffer **        | State Lands   |
| Golden Eagle    | Swift Fox Sighting and/or Den 2011-2019 |                                   | Private Lands |
| Red-tailed Hawk | ** If occupied during breeding season   |                                   |               |
| Swainson's Hawk |   |                                   |               |
| Unknown Raptor  |   |                                   |               |

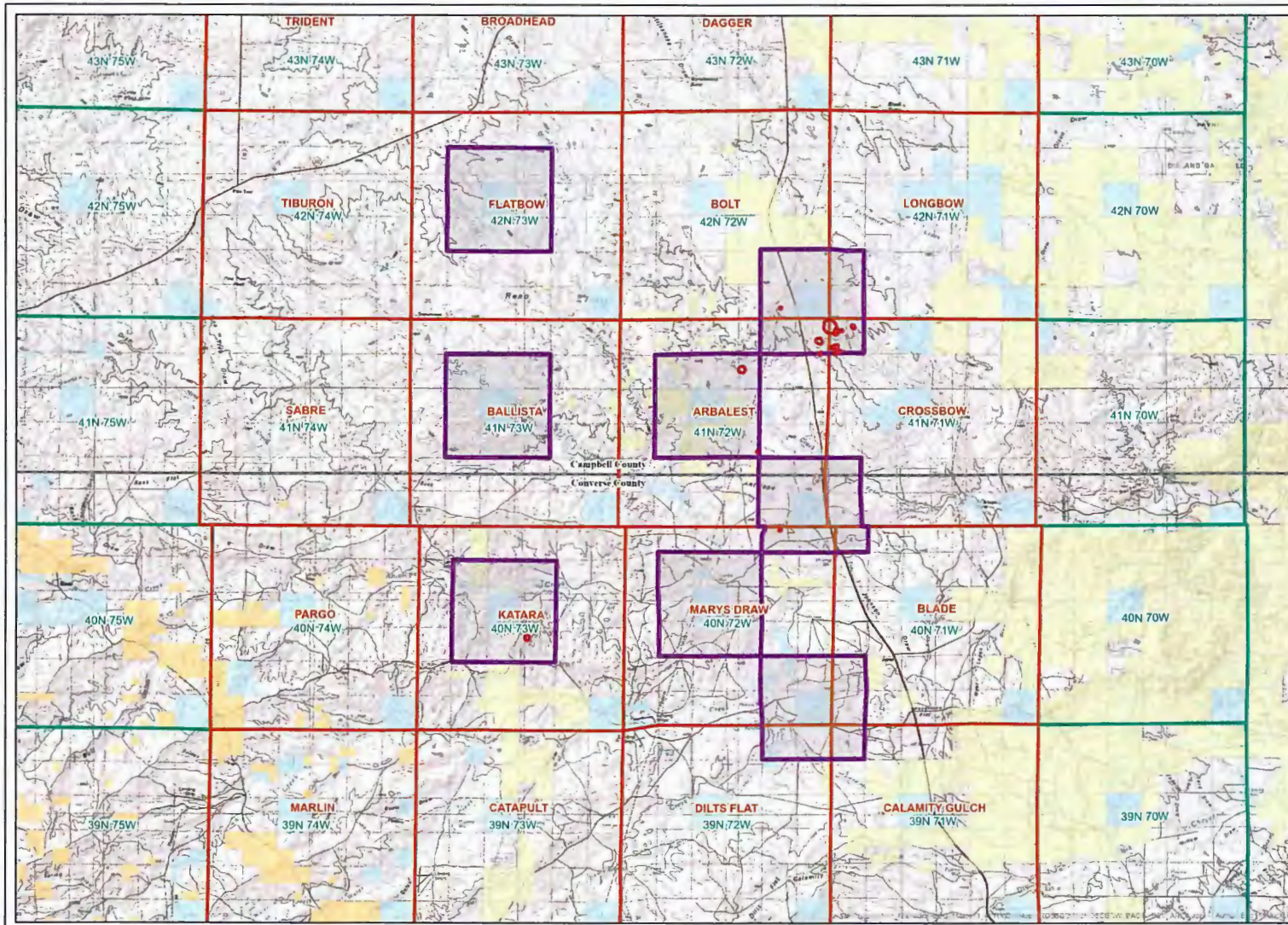
**SECTION 16  
T40N:R73W  
KATARA**



**Section 16 T40N:R73W – Katara**

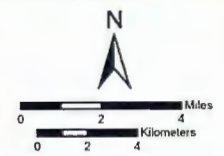
- Raptor stips on portion of Section 16 and surrounding sections (0.5-mile, February 1 – July 31).
- Several potential mountain plover breeding habitat patches in Section 16 and surrounding sections. If possible, should be surveyed during breeding season (May 1 – June 15) and if determined to be occupied, a 0.25-mile buffer may be applied March 15 – July 31
- Swift fox observed in Section 16 in 2014. CFO does not buffer swift fox dens or sightings, or require swift fox surveys prior to disturbance.
- No other known wildlife issues





**Crossbow State and Surrounding Sections Cultural Resource Desktop Overview Map Legend**

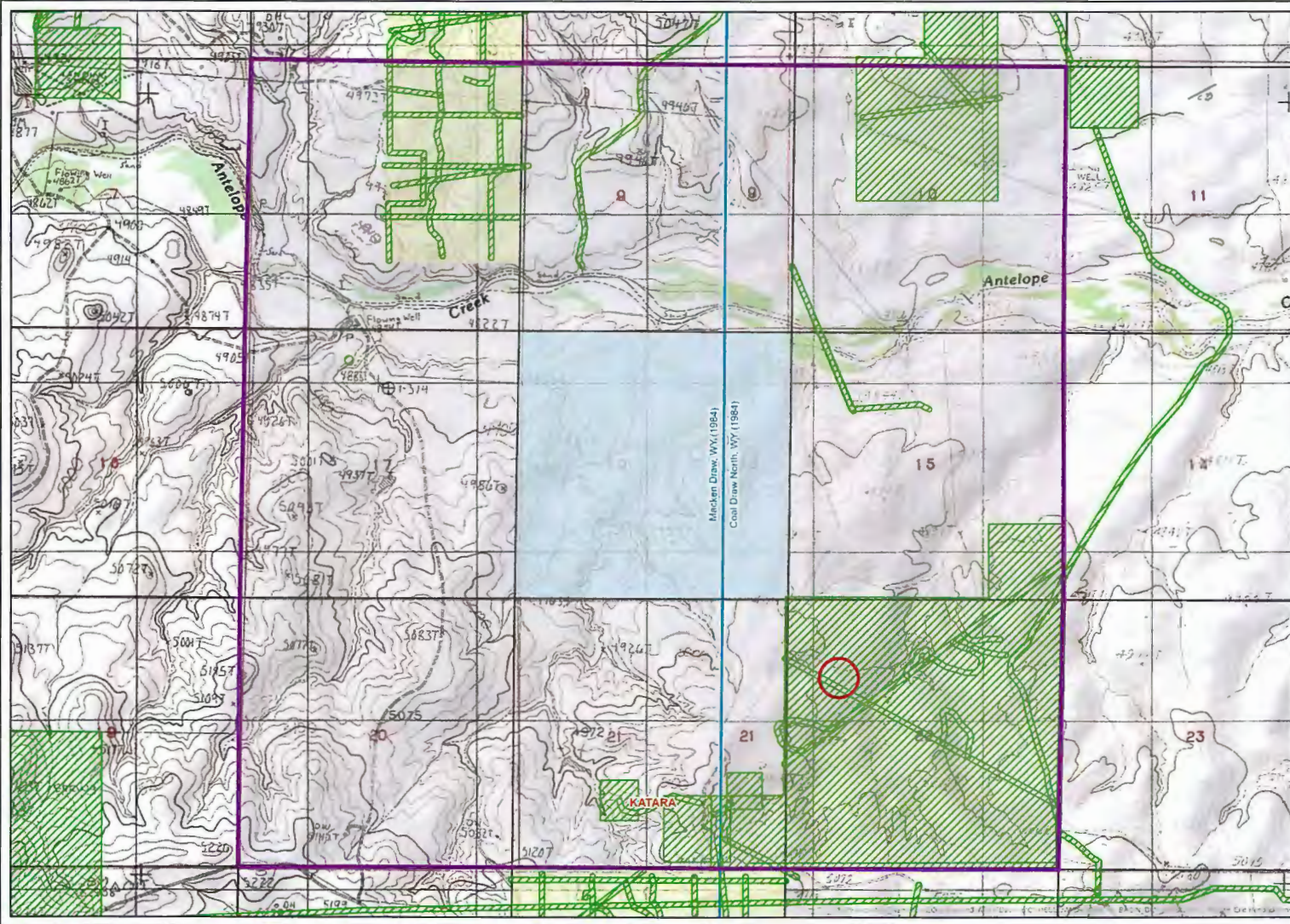
- Analysis Area
  - Avoidance Area
  - EOG Project Boundary
  - County Boundary
  - Township/Range Boundary
- Surface Ownership**
- BLM
  - Forest Service
  - Private
  - State
  - Other



Base Map: USA Topo Maps  
 2013 National Geographic Society, i-cubed  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 7/13/2020

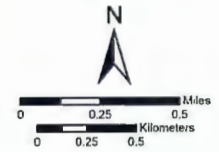
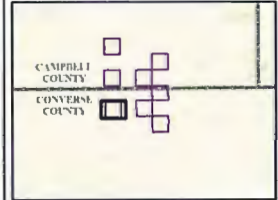
**SWCA**  
 ENVIRONMENTAL CONSULTANTS

295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com



**Crossbow State and Surrounding Sections Cultural Resource Desktop Mapbook - T40N R73W S16 Project Area Legend**

- Analysis Area
- Avoidance Area
- Previous Inventory (SHPO Data)
- EOG Project Boundary
- County Boundary
- Section Boundary
- Township/Range Boundary
- Topo Quad Boundary
- Surface Ownership**
  - Forest Service
  - Private
  - State



Base Map: USA Topo Maps™  
 2013 National Geographic Society, i-cubed  
 Township: 40N Range: 73W  
 Quadrangle: Macklin Draw, WY (1984)  
 Corral Draw North, WY (1954)  
 Converse County, Wyoming  
 NAD 1983 UTM Zone 13N  
 Scale: 1:24 000  
 7/13/2020



295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**Surface Lessee Notification and Comment Form**

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted *with the completed application*. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 600 17th Street, Suite 1000N, Denver, CO 80202 **Email** Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**  
Township 40 North, Range 73 West, 6th P.M.  
Section 16: All  
Lease #: 1-8641

**Description of Proposal:**  
EOG Resources, Inc. intends to exchange EOG owned property in Laramie County,  
WY for the above described parcel of Wyoming Office of State Land and Investments owned  
property in Converse County, WY

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** 1-8641 **Lessee Name** Bohlander

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Lessee Comment:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



**EOG Resources, Inc.**  
600 17th Street  
Suite 1000N  
Denver, CO 80202  
Main: 303-572-9000  
Land Fax: 303-824-5401

November 8, 2019

Bohlander Ranch Company  
Kristy Bohlander  
PO Box 1014  
Douglas, WY 82633

RE: T40N-R73W SEC 16  
T40N-R73W SEC 36  
Converse County, Wyoming

Dear Surface Lessee:

Enclosed please find a Surface Lessee Notification and Comment Form. Please provide your comments regarding the proposed disposal of the parcels listed on the form in the space provided and return in the enclosed postage paid return envelope.

We appreciate your timely attention and look forward to your feedback.

Sincerely,

**EOG RESOURCES, INC.**

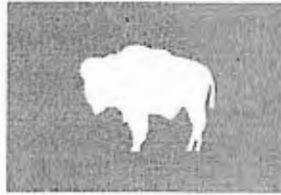
A handwritten signature in black ink, appearing to read "Jennifer Avila".

Jennifer Avila  
Surface/ROW Tech

Enclosures

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
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MARK GORDON  
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Surface Lessee Notification and Comment Form

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**Applicant Name** EOG Resources, Inc **Phone** (303) 824-5404

**Address** 600 17th St Suite 1000N **Email** Mason\_Smith2@ecgresources.com

**Legal Description of Parcels:**  
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**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

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**Lease Number** \_\_\_\_\_ **Lessee Name** \_\_\_\_\_

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

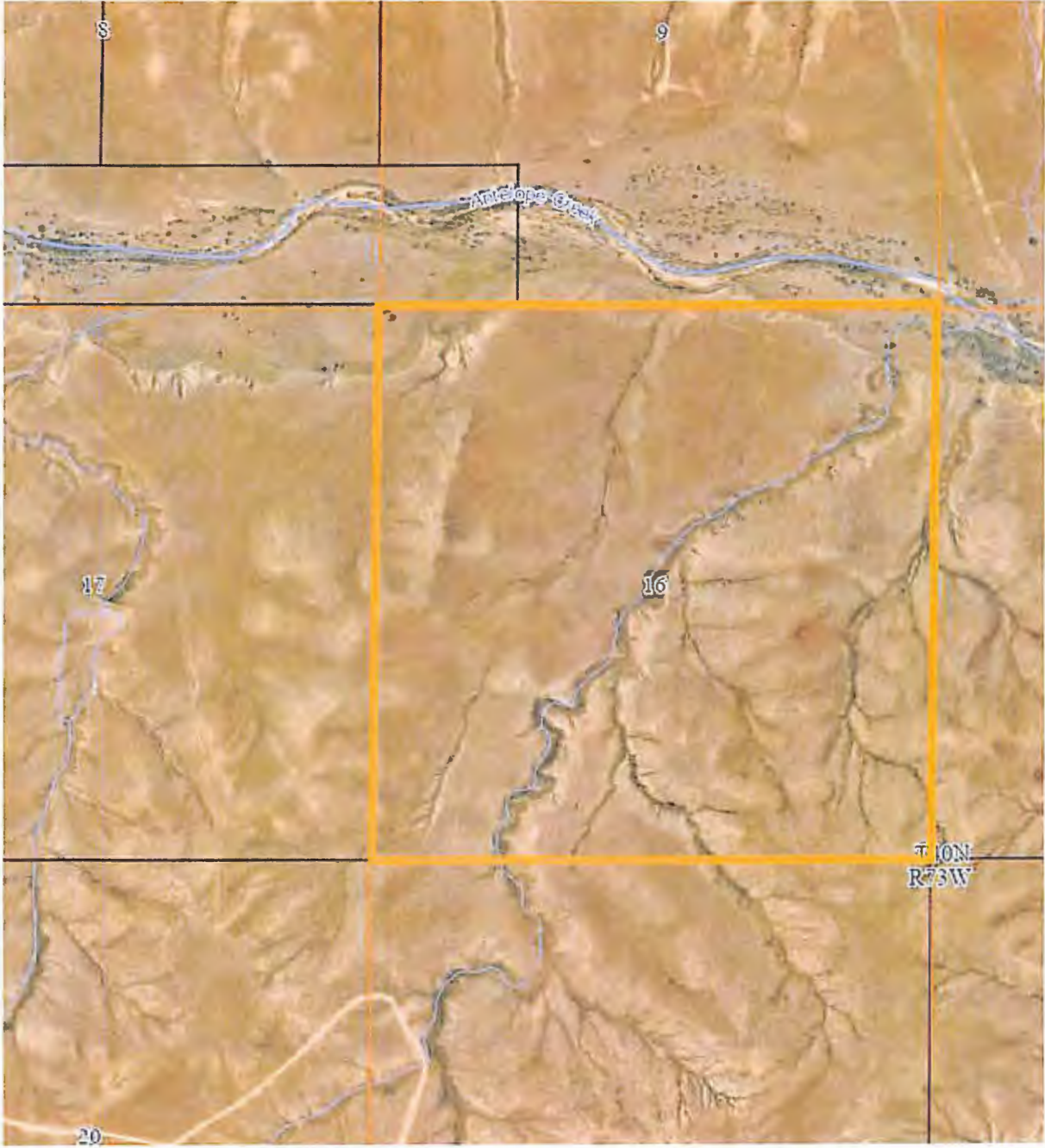
**Lessee Comment:**  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

Section 16 aerial photo:



LAW OFFICES  
**LONABAUGH AND RIGGS, LLP**

SUITE 110, 50 EAST LOUCKS STREET  
DRAWER 5059  
SHERIDAN, WYOMING 82801

DAN B. RIGGS  
ROBERT G. BERGER  
HAULTAIN E. CORBETT  
DAVID C. SMITH\*  
MOLLY H. DOW\*

TELEPHONE (307) 672-7444  
FAX (307) 672-2230  
E-MAIL:  
Lawyers@Lonnbaugh.com

E. E. LONABAUGH  
(1861-1938)

A. W. LONABAUGH  
(1896-1971)

MICHAEL C. STEEL  
(1974-2008)

E. E. LONABAUGH  
(1923-2012)

J. KYLE HENDRICKSON \*\*  
PAUL D. GRASLIE\*\*

\* ADMITTED IN COLORADO  
\*\* ADMITTED IN MONTANA

December 6, 2019

**Via Certified Mail - 7018 3090 0001 1556 5274**

**Jenifer Scoggin, Director**  
Wyoming Office of State Lands and Investments  
Herschler Building, 1E  
122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002

**RE: Addendum to State Comment Form  
EOG Resources, Inc. Proposed Land Exchange  
Township 40 North, Range 73 West, Converse County, Wyoming  
Section 16: All  
Section 36: All**

Dear Ms. Scoggin:

Our firm represents Bohlander Ranch Company and Jenne Miller Ranch Company, the surface lessee and pending surface lessee (collectively the "Lessees") of Sections 16 and 36 of Township 40 North, Range 73 West, 6<sup>th</sup> P.M. (collectively the "State Lands").<sup>1</sup>

We understand that EOG Resources, Inc. ("EOG") is proposing to exchange undisclosed lands in Laramie County, Wyoming for the State Lands at issue. For the reasons set out below, the Lessees strongly object to the proposed exchange.

First and foremost, it appears that the exchange will result in the loss of valuable income (or potential income) to the State. Such action is contradictory to the first Trust Land Management Objective, which is, in short, to improve revenue by improving income generating potential. Based on the Lessee's extensive conversations with EOG representatives as well as EOG's activities on neighboring lands, we presume that EOG will turn the State Lands into large scale industrial sites, including produced water ponds, water recycling facilities, compressor sites, well locations, storage yards and more—all of which are capable of providing significant revenue to the State.

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<sup>1</sup> Section 16 of T40N/R73W is operated under State Grazing Lease 1-8641 and Section 36 of T40N/R73W is operated under State Grazing Lease 1-8943. A partial Assignment of State Lease and Request for Board Approval from Bohlander Ranch Company to Jenne Miller Ranch Company has been filed with the OSLI as to Section 36 and was considered by the Board of Land Commissioners at its meeting on December 5, 2019.

## LONABAUGH AND RIGGS, LLP

**Jennifer Scoggin, Director**

**December 6, 2019**

**Page 2 of 4**

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Over eight years ago, the Lessees negotiated a Surface Use Agreement (“SUA”) with EOG that governs the operations on both the State Lands and the Lessee’s deeded lands, and which includes a menu of payments for oil and gas facilities. Under the State’s payment structure, the State will receive 80% of the proceeds associated with such facilities located on the State Lands each year. If the proposed exchange were approved, the State loses the opportunity to recover considerable, ongoing rental payments for such facilities. The State would also lose the annual grazing lease payments associated with the State Lands.

Perhaps more importantly, EOG’s proposal is a thinly veiled attempt to bypass its contractual obligations under the SUA. While the Lessees have cooperated with EOG over the years and have accommodated many of its requests, EOG has apparently grown unhappy with the restrictions in its SUA with the Lessees (elaborated on below). EOG has spent the past year threatening various actions intended to circumvent its SUA with the Lessees. Given that the SUA prevents it from running roughshod over the Lessees, EOG is now attempting to circumvent its SUA altogether.<sup>2</sup>

The Lessees have utilized their SUA to manage the surface and protect the valuable waterways<sup>3</sup> on the State Lands and to ensure such lands remain productive for both livestock and wildlife. The Lessees have worked diligently for decades to defend these water sources, control weeds on the State Lands, utilize proper grazing practices, and enforce reclamation standards when the lands are used by oil and gas companies. The Lessees work with, rather than against, oil and gas companies on nearly a daily basis to ensure that their ranches are properly managed in a manner that allows for both ranching and oil and gas development to occur. This oversight and management will be eliminated if EOG becomes the owner of the State Lands, and all prior efforts to preserve these lands will be for naught.

Jenne Miller (President of Jenne Miller Ranch Company) and Kristi Bohlander (President of Bohlander Ranch Company) both have young children; ensuring that they grow up free from the dust, noise, air pollution, traffic and hazards that come with large-scale industrial facilities is incredibly important to both of them. The Jenne Miller Ranch Company headquarters and homesite is located just a few hundred yards (and downwind) from the eastern border of

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<sup>2</sup> We believe that EOG has proposed similar exchanges for at least eight State sections in Converse and Campbell Counties leased by Bridle Bit Ranch Company, Floyd C. Reno & Sons, Inc., W.I. Moore Ranch Co., and Isenberger Land, LLC, with more likely on the way. Bohlander Ranch Company and Jenne Miller Ranch Company, like many of these other entities, have existing SUAs with EOG that govern its operations on lands owned or operated by the respective entity. Just as EOG has tried to skirt its ways around the Lessee’s SUA, it has done the same with its agreements with neighboring landowners—even going so far as to file a condemnation action on lands already subject to an existing use agreement.

<sup>3</sup> Section 36 includes access to Sand Creek and Section 16 contains tributaries of Antelope Creek. See attached aerial photos.



LONABAUGH AND RIGGS, LLP

Jennifer Scoggin, Director

December 6, 2019

Page 3 of 4

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Section 36. Using the terms of the SUA, both Lessees have managed to ensure that EOG's traffic and operations occur at a sufficient distance from ranch residences and ranch buildings to minimize disturbance. Given free reign of the State Lands, EOG may locate its facilities, pipelines, and roadways in a manner that would create logistical, health and management issues for the Lessees and these ranch families.

In addition, Section 16 of the State Lands forms a border between Bohlander Ranch Company and two other owners. EOG has expressed a desire to open another access point to the ranch in or around this area, which, when combined with other roads, would create a thoroughfare between the Jenne Trail and the Ross Road. Until now, Bohlander Ranch Company has used the terms of the SUA to prevent such an action, which would increase traffic (and the loss of livestock to such traffic), trespassing and poaching on its lands. If the proposed land exchange is approved, we expect that EOG will leverage its ownership to condemn a "right-of-necessity" to create a new access point, pay less than adequate compensation, and evade its contractual obligations. Such a loss of control the border from this section, will almost certainly result in a substantial increase in both the volume and damage caused by each of these problems.

Lastly, in the event this exchange is approved, it is almost certain the State will see many more proposals of a similar nature—proposals which essentially auction off State inholdings to the highest industrial bidder. Taken to an extreme, most, if not all State lands in Converse County may be exchanged for less valuable or less productive lands elsewhere. The only group this serves is industry.

For all of the reasons stated above, Bohlander Ranch Company and Jenne Miller Ranch Company object to EOG's exchange proposal in the strongest possible terms. Accordingly, the State should reject EOG's proposed exchange proposal. We appreciate your attention to this matter.

Very Truly Yours,

LONABAUGH AND RIGGS, LLP

By: Haultain E. Corbett

HEC/gjb

Enclosures: EOG Letter and Comment Form  
Aerial Photos

**LONABAUGH AND RIGGS, LLP**

**Jennifer Scoggin, Director**

**December 6, 2019**

**Page 4 of 4**

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cc: Jenne Miller Ranch Company, via email  
Bohlander Ranch Company, via email  
Sen. Brian Boner, via email  
Sen. Jeff Wasserburger, via email  
Sen. Ogden Driskill, via email  
Sen. Chris Rothfuss, via email  
Rep. Eric Barlow, via email  
Rep. Aaron Clausen, via email  
Rep. Mike Greear, via email  
Rep. Cyrus Western, via email  
EOG Resources, Inc., via email



www.pitneybowes.com

**P**

\$12.05  
US POSTAGE  
11/08/2019  
From 80202



Pitney Bowes 026W0004897488  
ComBasPrice  
Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

**0005**

**B014**

KRISTY BOHLANDER  
BOHLANDER RANCH CO.  
PO BOX 1014  
DOUGLAS WY 82633-1014

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 7712 48

Surface Lessee  
Notification



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9402 8098 9864 3054 7712 48.**

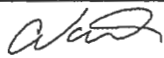
**Item Details**

**Status:** Delivered  
**Status Date / Time:** November 13, 2019, 12:01 pm  
**Location:** DOUGLAS, WY 82633  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Kristy Bohlander

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	Wando w.to. PO BOX 1014 DOUGLAS, WY 82633-1014

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

**Exhibit C-5**

**OSLI Lands**

**Township 41 North, Range 72 West, 6<sup>th</sup> P.M.**

**Section 16: ALL**

**Campbell County, Wyoming**

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)**

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**PLEASE READ THESE INSTRUCTIONS CAREFULLY**

**The failure to fully complete the Application or provide all of the required information and documentation may result in a significant delay in the Office of State Lands and Investment's ability to consider the transaction.**

1. Provide a written description of how, if completed, the proposed land transaction will satisfy one or more of the **Trust Land Management Objectives**.
2. Provide a **map** of all land involved in the transaction, including adjacent state trust lands and adjacent land owners.
3. Fill out **Land Transaction Evaluation Form** using the **Evaluation Criteria Narrative Form** as a helpful guide and return with application. If this application is for an exchange, an evaluation form must be filled out for each parcel of State Trust Land and Private land.
4. If the applicant is not the surface lessee, please include a **Surface Lessee Notification and Comment Form**. This form **must be completed and signed by the surface lessee and submitted with the application**. You may use the online [surface plat book](#) feature to find the surface lessee.
5. If the applicant is a corporation or other legal entity, provide evidence that it is qualified to do business in Wyoming. This information may be obtained from the [Secretary of State's website](#).
6. Provide a list and estimated value of all lessee owned improvements including buildings, fences, wells, tanks, pipelines, etc. Show the location of the improvements on the map referenced in No. 2 above.
7. Provide any other information the applicant deems relevant to the Office's evaluation of the application.
8. Pay the Application fee of \$1,000.00. Please make checks payable to The Office of State Lands and Investments. (If the application does not progress to Category II status, the applicant is eligible for a 75% refund)

After completing the Application, please return it, along with all required information, documentation and fees, to:

Office of State Lands and Investments  
Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>TH</sup> Street  
Cheyenne, WY 82002

**APPLICATION TERMS AND CONDITIONS** (Please read carefully before filing)

**TRANSACTION COSTS BORNE BY THE APPLICANT or SUCCESSFUL BIDDER**

1. Survey: If a survey is required, the applicant shall acquire a Wyoming Certified Survey at their own expense.
2. Appraisal Fee: The applicant will be required to order and pay for the appraisal(s).
3. Advertising: The Office of State Lands and Investments (OSLI) will arrange for all newspaper advertising and payment will be collected from buyer at closing.
4. All fees incurred to close the transaction.
5. A \$25.00 deed processing fee.
6. An application fee of \$1,000.00.

All land transactions must be in accordance with the Trust Land Management Objectives and land will be appraised for its highest and best use with the assumption of legal access. All state trust land approved for disposal shall be sold at public auction to the highest bidder.

**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

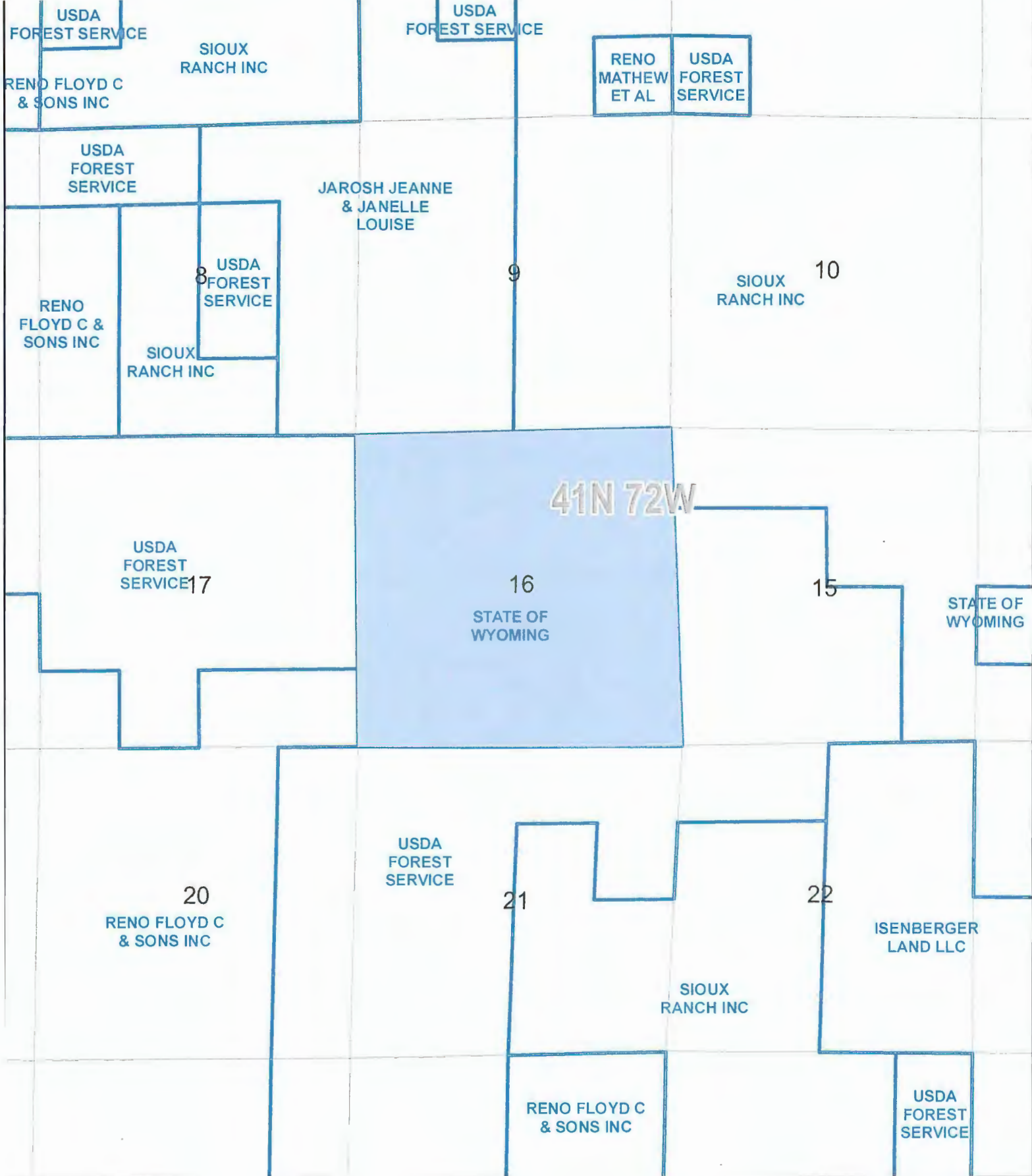
The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**



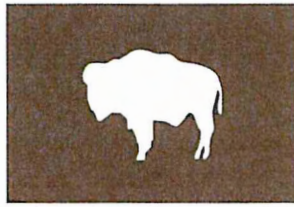




SURFACE OWNERSHIP  
T41N R72W  
Section 16

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.

## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE** this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)

Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 41 North, Range 72 West, 6th P.M.  
Section 16: All

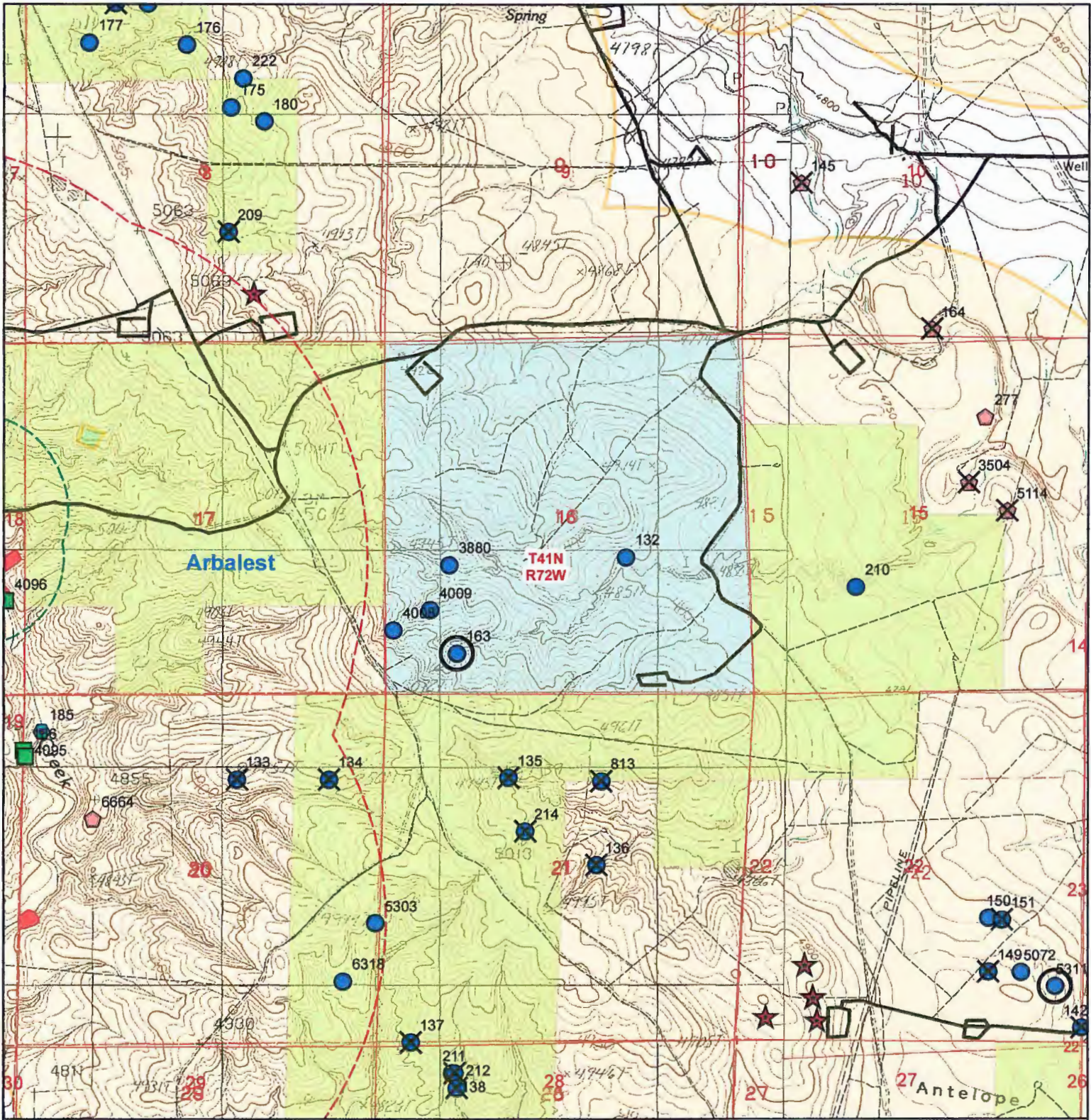
Applicant Name: EOG Resources, Inc.

Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@eogresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$750/Acre
2.	How is the land currently used?	Agriculture/Grazing
3.	What is the highest and best use of the parcel?	Commercial
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agricultural
5.	Is the land currently leased and at what rate?	Yes/Grazing/Lease Rate Unknown
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	No
8.	Does the parcel have merchantable timber?	Est. board feet: N/A
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Oil & Gas Production
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Isolated
13.	What is the nature and extent of existing infrastructure? (roads, utilities, power, telephone, water or sewer availability)	Limited
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	See attached plat & comments
15.	Are threatened or endangered species on the parcel?	See attached plat & comments
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	No
17.	Does the parcel have known cultural, archaeological or paleontological values?	None identified, see attached plats
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: No
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	No
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Unknown
22.	Are there any Conservation Easements on the land in question?	Unknown



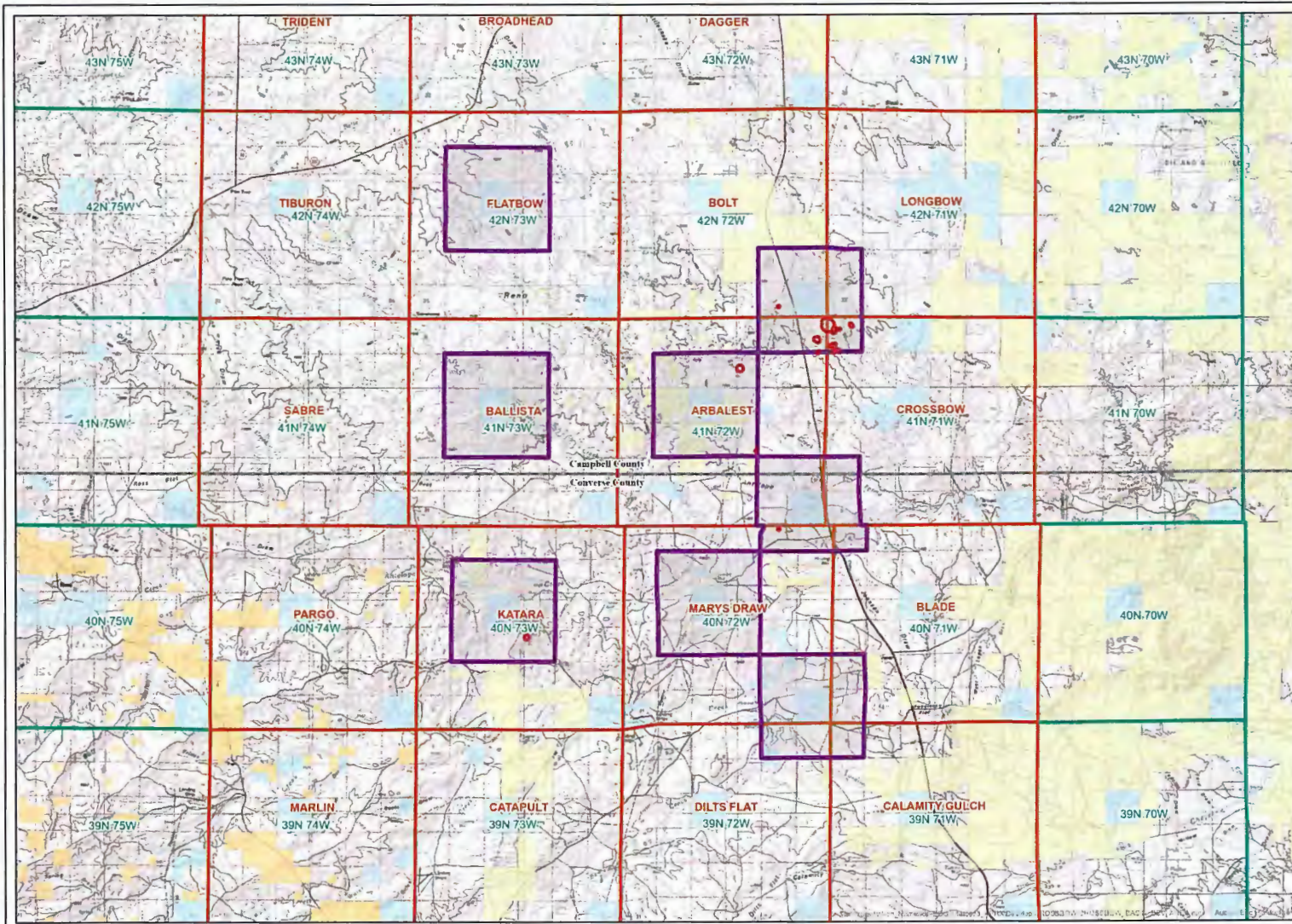
- |  |                  |  |                  |  |   |  |               |
|--|------------------|--|------------------|--|---|--|---------------|
|  | Active Nest 2019 |  | Ferruginous Hawk |  | Potential Eagle Winter Roost            |  | USFS Lands    |
|  | Gone Nest 2019   |  | Great Horned Owl |  | Potential Eagle 1-Mile Buffer**         |  | State Lands   |
|  | BLM Nest Buffer  |  | Golden Eagle     |  | Swift Fox Sighting and/or Den 2011-2019 |  | Private Lands |
|  |                  |  | Red-tailed Hawk  |  | ** Has not generally been applied       |  |               |

**SECTION 16  
T41N:R72W  
ARBALEST**



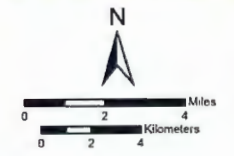
### **Section 16 T41N:R72W – Arbalest**

- Entire Section 16 and much of surrounding sections are encompassed by ferruginous hawk nest buffers (1 mile, March 15 – July 31 stip). One active ferruginous hawk nest in 2019 in Section 16 – the male was also GPS-tagged in 2019 for ongoing study on ferruginous hawk territory size and distribution study. Some red-tail hawk nests in and around Section 16 have quarter-mile buffers with longer stip periods (0.25-mile, February 1 – August 15)
- Areas in eastern Section 18 and western Section 20 have been documented as potential eagle winter roosts. If BFO stips it, potential 0.5-mile NSO and 1-mile seasonal buffer (November 1 – April 1), dependent on BLM biologist's discretion. However, BFO has not added these sites to their eagle roost habitat and has not stipped potential sites in the past.
- Swift fox active den and sightings in section 22 in 2019. Surface-disturbing restrictions on active (in current year) swift fox dens within 0.25-mile March 1 – August 31.
- Location is in BFO and would need to be surveyed for active swift fox dens and amphibian habitat / populations within 0.31 miles of proposed disturbance.
- No other known wildlife issues.



**Crossbow State and Surrounding Sections Cultural Resource Desktop Overview Map Legend**

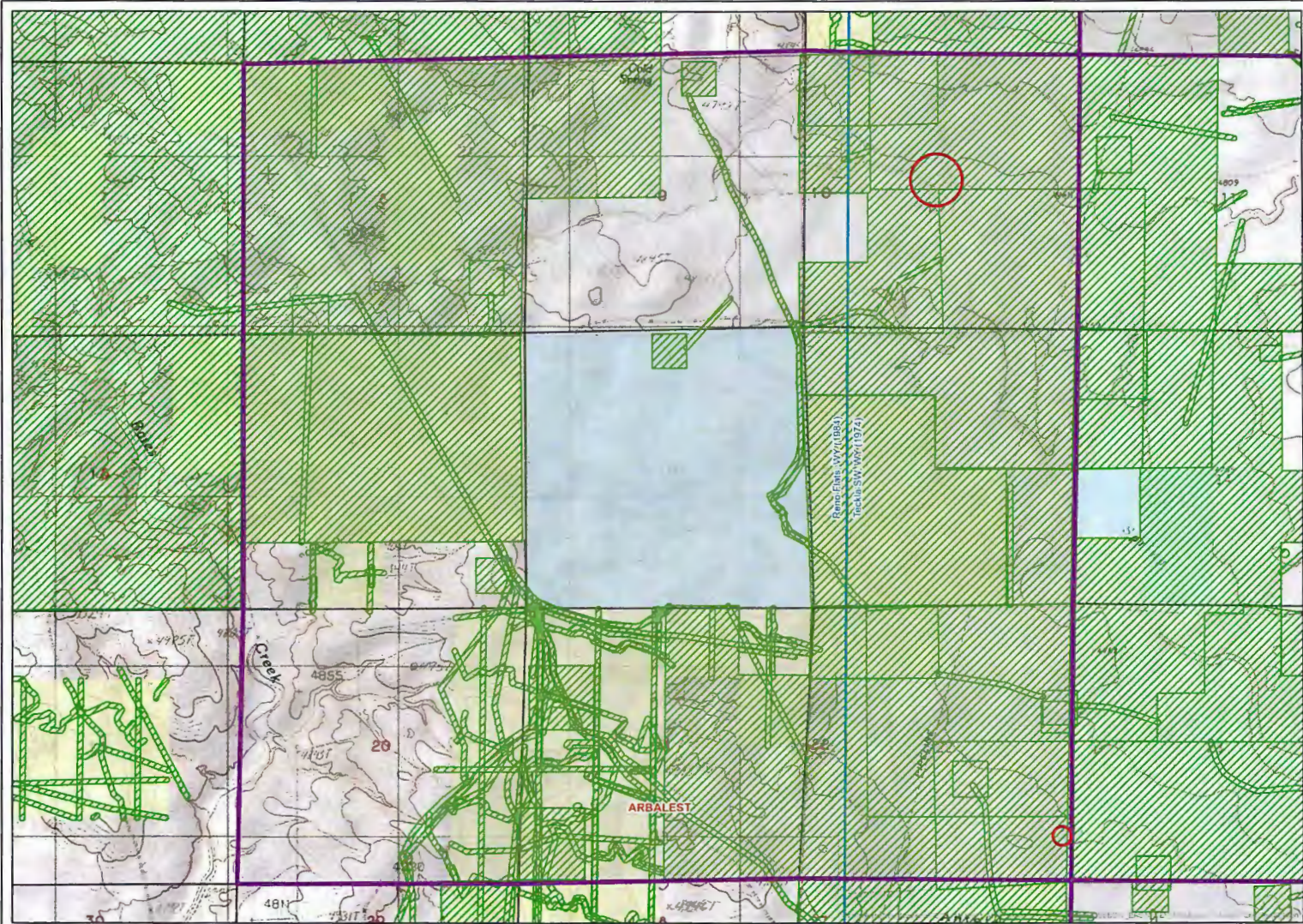
- Analysis Area
  - Avoidance Area
  - EOG Project Boundary
  - County Boundary
  - Township/Range Boundary
- Surface Ownership**
- BLM
  - Forest Service
  - Private
  - State
  - Other



Base Map: USA Topo Maps  
 2013 National Geographic Society, Licensed  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 7/13/2020

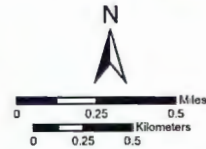
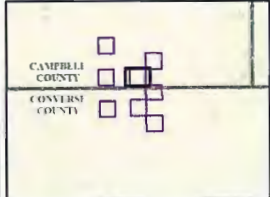
**SWCA**  
 ENVIRONMENTAL CONSULTANTS

295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com



**Crossbow State and Surrounding Sections Cultural Resource Desktop Mapbook - T41N R72W S16 Project Area Legend**

- Analysis Area
  - Avoidance Area
  - Previous Inventory (SHPO Data)
  - EOG Project Boundary
  - County Boundary
  - Section Boundary
  - Township/Range Boundary
  - Topo Quad Boundary
- Surface Ownership**
- Forest Service
  - Private
  - State



Base Map: USA Topo Maps  
 2013 National Geographic Society, i-cubed  
 Township: 41N Range: 72W  
 Quadrangle: Reno Flats, WY (1084)  
 Tecton SW, WY (1874)  
 Campbell County, Wyoming  
 NAD 1983 UTM Zone 13N  
 Scale: 1:24,000  
 7/13/2020



295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

Surface Lessee Notification and Comment Form

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted with the completed application. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 600 17th Street, Suite 1000N, Denver, CO 80202 **Email** Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**  
Township 41 North, Range 72 West, 6th P.M.  
Section 16: All  
Lease #: 2-5023

**Description of Proposal:**  
EOG Resources, Inc. intends to exchange EOG owned property in Laramie County,  
WY for the above described parcel of Wyoming Office of State Land and Investments owned property  
in Campbell County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** 2-5023 **Lessee Name** Sioux Ranch

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Lessee Comment:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
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**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 600 17th St. Suite 1000N **Email** Mason\_Smith2@egoresources.com

**Legal Description of Parcels:**  
Township 41 North, Range 72 West, 6th P.M.  
Section 16: All  
Lease #: 2-5023

**Description of Proposal:**  
EOG Resources, Inc. intends to exchange EOG owned property in Laramie County, WY for  
the above described parcel of Wyoming Office of State Land and Investments owned property in  
Converse County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** 2-5023 **Lessee Name** Sioux Ranch, Inc.

**Lessee Address** P.O. Box 568 Wright, WY 82732 **Phone** 307-939-1290

**Lessee Comment:** See Attached

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**Name** Sioux Ranch, Inc.

**Signature** Eda J Reno

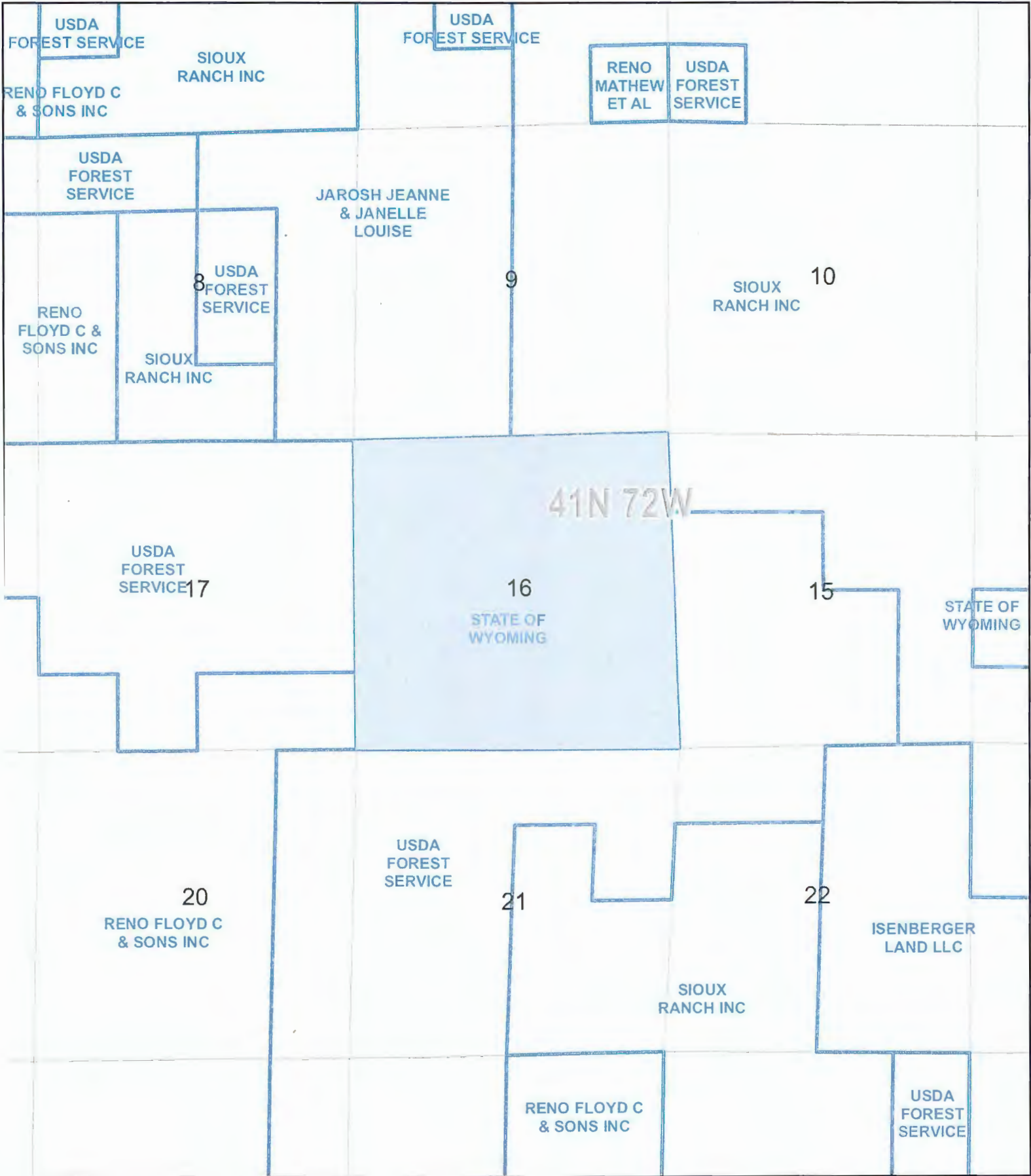
**Date** 11/20/2019

CEV/MAC

Sioux Ranch, Inc. opposes the exchange of this parcel (Section 16, 41/72) Lease # 2-5023 for many reasons including the following:

1. The parcel in question is in the middle (at least 2 miles from a boundary) of the ranch and this proposed exchange could and probably would hinder all aspects of day to day operations including access, moving cattle, grazing cattle, and watering cattle. This proposal makes no sense from a working ranch prospective.
2. The parcel is not now fenced and fencing would further hinder day to day operations including moving, grazing and the watering of cattle.
3. The parcel has been leased Sioux Ranch Inc or the Junior Reno family since around 1933 and over the passage of time has become an integral part of how the ranch is operated.
4. This parcel is not far from the main ranch house. Accordingly, continued use for grazing is compatible with the residential use and surrounding acreage use. Sale would probably result in other more incompatible or even nuisance uses over which control would be limited.
5. If effectiveness of existing dust control measures by EOG on the ranch is a faire measure, there could be real be a very negative impact on air quality resulting from such an exchange both on this parcel and the surrounding acreage.
6. The improvements made to this lease include a small reservoir, nearby ranch road, and nearby well providing stock water to animals grazed on the lease. These and area improvements are valuable to the whole ranch business operation but without an appraisal we are unable to place a number on value.

GE 11/10/03



**SURFACE OWNERSHIP**  
**T41N R72W**  
**Section 16**  
*SIOUX RAUCH*



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**P**

\$12.05  
US POSTAGE  
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Zone 3



Pitney Bowes 026W0004897483  
ComBasPrice  
Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

**0005**

**C011**

EDA RENO  
SIOUX RANCH INC.  
141 S CENTER ST, STE 200  
CASPER WY 82601-2519

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 7733 41

Surface Lessee  
Notification



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number: **9402 8098 9864 3054 7733 41**.

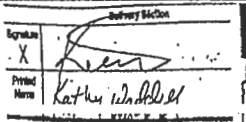

**Item Details**

**Status:** Delivered, Front Desk/Reception/Mail Room  
**Status Date / Time:** November 12, 2019, 11:43 am  
**Location:** CASPER, WY 82601  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Eda Reno

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	

*Note: The scanned image shows a delivery receipt form with handwritten entries. The 'Signature' field contains a signature that appears to be 'Eda Reno'. The 'Printed Name' field contains 'Kathleen W. H. Reno'. The 'Delivery Address' field contains '141 S. Cedar Street'.*

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004



www.pitneybowes.com

**P**

\$12.05  
US POSTAGE  
11/08/2019  
From 80202  
Zone 3



Pitney Bowes 026W0004897450  
ComBasPrice  
Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

**0005**

**B006**

EDA RENO  
SIOUX RANCH INC.  
PO BOX 568  
WRIGHT WY 82732-0568

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 8185 30

Surface Lessee  
Notification



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9402 8098 9864 3054 8185 30.**

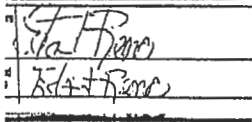
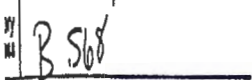
**Item Details**

**Status:** Delivered  
**Status Date / Time:** November 13, 2019, 10:23 am  
**Location:** WRIGHT, WY 82732  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Eda Reno

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

**Exhibit C-6**

**OSLI Lands**

**Township 41 North, Range 72 West, 6<sup>th</sup> P.M.**

**Section 36: ALL**

**Converse County, Wyoming**



WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)**

---

**PLEASE READ THESE INSTRUCTIONS CAREFULLY**

**The failure to fully complete the Application or provide all of the required information and documentation may result in a significant delay in the Office of State Lands and Investment's ability to consider the transaction.**

1. Provide a written description of how, if completed, the proposed land transaction will satisfy one or more of the **Trust Land Management Objectives**.
2. Provide a **map** of all land involved in the transaction, including adjacent state trust lands and adjacent land owners.
3. Fill out **Land Transaction Evaluation Form** using the **Evaluation Criteria Narrative Form** as a helpful guide and return with application. If this application is for an exchange, an evaluation form must be filled out for each parcel of State Trust Land and Private land.
4. If the applicant is not the surface lessee, please include a **Surface Lessee Notification and Comment Form**. This form **must be completed and signed by the surface lessee and submitted with the application**. You may use the online [surface plat book](#) feature to find the surface lessee.
5. If the applicant is a corporation or other legal entity, provide evidence that it is qualified to do business in Wyoming. This information may be obtained from the [Secretary of State's website](#).
6. Provide a list and estimated value of all lessee owned improvements including buildings, fences, wells, tanks, pipelines, etc. Show the location of the improvements on the map referenced in No. 2 above.
7. Provide any other information the applicant deems relevant to the Office's evaluation of the application.
8. Pay the Application fee of \$1,000.00. Please make checks payable to The Office of State Lands and Investments. (If the application does not progress to Category II status, the applicant is eligible for a 75% refund)

After completing the Application, please return it, along with all required information, documentation and fees, to:

Office of State Lands and Investments  
Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>TH</sup> Street  
Cheyenne, WY 82002

**APPLICATION TERMS AND CONDITIONS** (Please read carefully before filing)

**TRANSACTION COSTS BORNE BY THE APPLICANT or SUCCESSFUL BIDDER**

1. Survey: If a survey is required, the applicant shall acquire a Wyoming Certified Survey at their own expense.
2. Appraisal Fee: The applicant will be required to order and pay for the appraisal(s).
3. Advertising: The Office of State Lands and Investments (OSLI) will arrange for all newspaper advertising and payment will be collected from buyer at closing.
4. All fees incurred to close the transaction.
5. A \$25.00 deed processing fee.
6. An application fee of \$1,000.00.

All land transactions must be in accordance with the Trust Land Management Objectives and land will be appraised for its highest and best use with the assumption of legal access. All state trust land approved for disposal shall be sold at public auction to the highest bidder.

**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**

**APPLICANT DATA:** *The full legal name of the Applicant or the business entity name on file with the Wyoming Secretary of State, including a Certificate of Good Standing, must be provided for all business entities. Please note, all application documents will become public record.*

**Applicant**

Name: EOG Resources, Inc. Phone: (303) 824-5404

**Mailing**

Address: 600 17th Street, Suite 1000N, Denver, CO 80202 Email: Mason\_Smith2@eogresources.com

**This application is for:**

STATE TRUST LAND (Disposal)  DEEDED LAND (Acquisition)  BOTH (Exchange)

Legal Description of Land in Township, Range, Section, Description format:

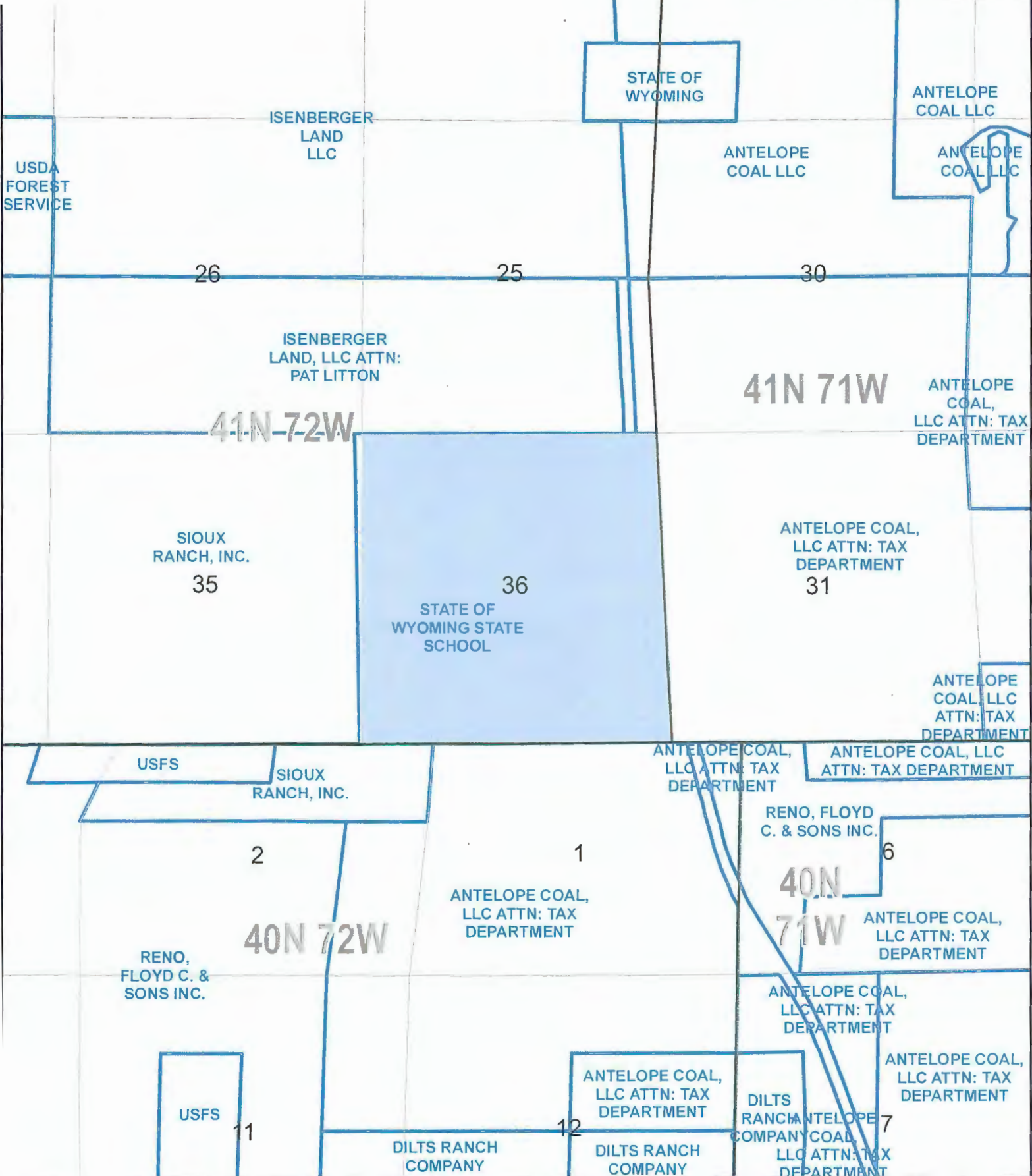
*Example: Township 52N., Range 98W., Section 16: the E1/2, containing 320 acres*

Township 41 North, Range 72 West, 6th P.M. +

Section 36: All +

I hereby propose the parcel(s) described above be considered for the proposed transaction pursuant to the Rules and Regulations of the Board of Land Commissioners and Wyoming State Statutes. I acknowledge that submission of this application will initiate a process for the consideration of a land transaction on the surface estate only and the Board of Land Commissioners and the Office of State Lands and Investments reserve the right to reject this application at any time prior to the execution of a Patent or Warranty Deed.

Signature:  Date: 7/22/20



**SURFACE OWNERSHIP**  
**T41N R72W**  
**Section 36**

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.

## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.**

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)  
Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 41 North, Range 72 West, 6th P.M.  
Section 36: All

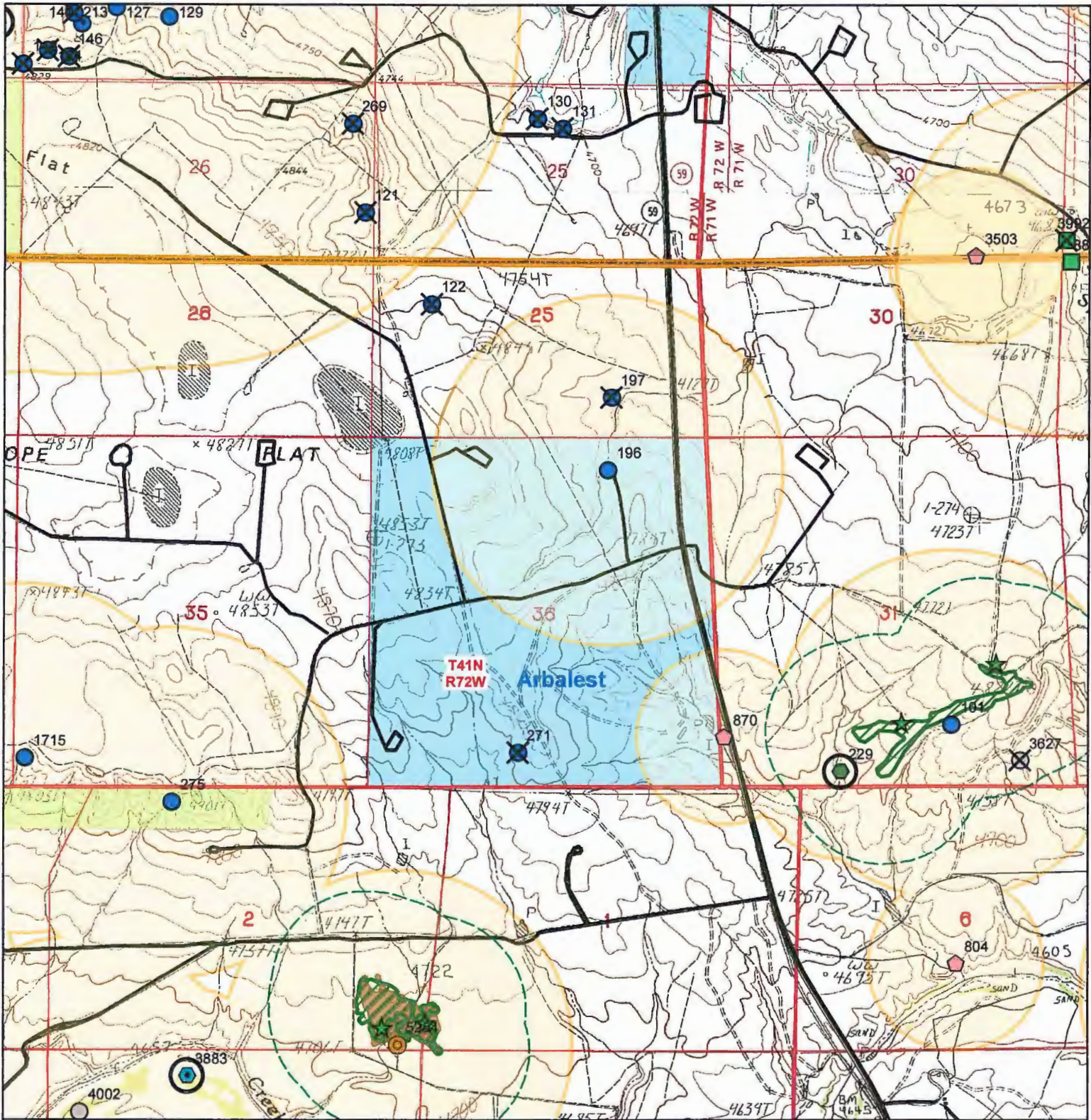
Applicant Name: EOG Resources, Inc.

Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@eogresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$750/Acre
2.	How is the land currently used?	Agriculture/Grazing
3.	What is the highest and best use of the parcel?	Commercial
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agricultural
5.	Is the land currently leased and at what rate?	Yes/Grazing/Lease Rate Unknown
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	No
8.	Does the parcel have merchantable timber?	Est. board feet: N/A
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Oil & Gas Production
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Isolated
13.	What is the nature and extent of existing infrastructure? (roads, utilities, power, telephone, water or sewer availability)	Limited
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	See attached plat & comments
15.	Are threatened or endangered species on the parcel?	See attached plat & comments
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	No
17.	Does the parcel have known cultural, archaeological or paleontological values?	None identified, see attached plats
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: No
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	No
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Unknown
22.	Are there any Conservation Easements on the land in question?	Unknown



- |  |                  |  |                  |                                       |                                    |  |               |
|--|------------------|--|------------------|---------------------------------------|------------------------------------|--|---------------|
|  | Active Nest 2019 |  | Burrowing Owl    |                                       | Mountain Plover Potential Habitat  |  | USFS Lands    |
|  | Gone Nest 2019   |  | Ferruginous Hawk |                                       | Plover 0.25-Mile Buffer **         |  | State Lands   |
|  | BLM Nest Buffer  |  | Great Horned Owl |                                       | Mountain Plover Sighting 2011-2019 |  | Private Lands |
|  |                  |  | Golden Eagle     | ** If occupied during breeding season |                                    |  |               |
|  |                  |  | Red-tailed Hawk  |                                       |                                    |  |               |
|  |                  |  | Swainson's Hawk  |                                       |                                    |  |               |
|  |                  |  | Unknown Raptor   |                                       |                                    |  |               |

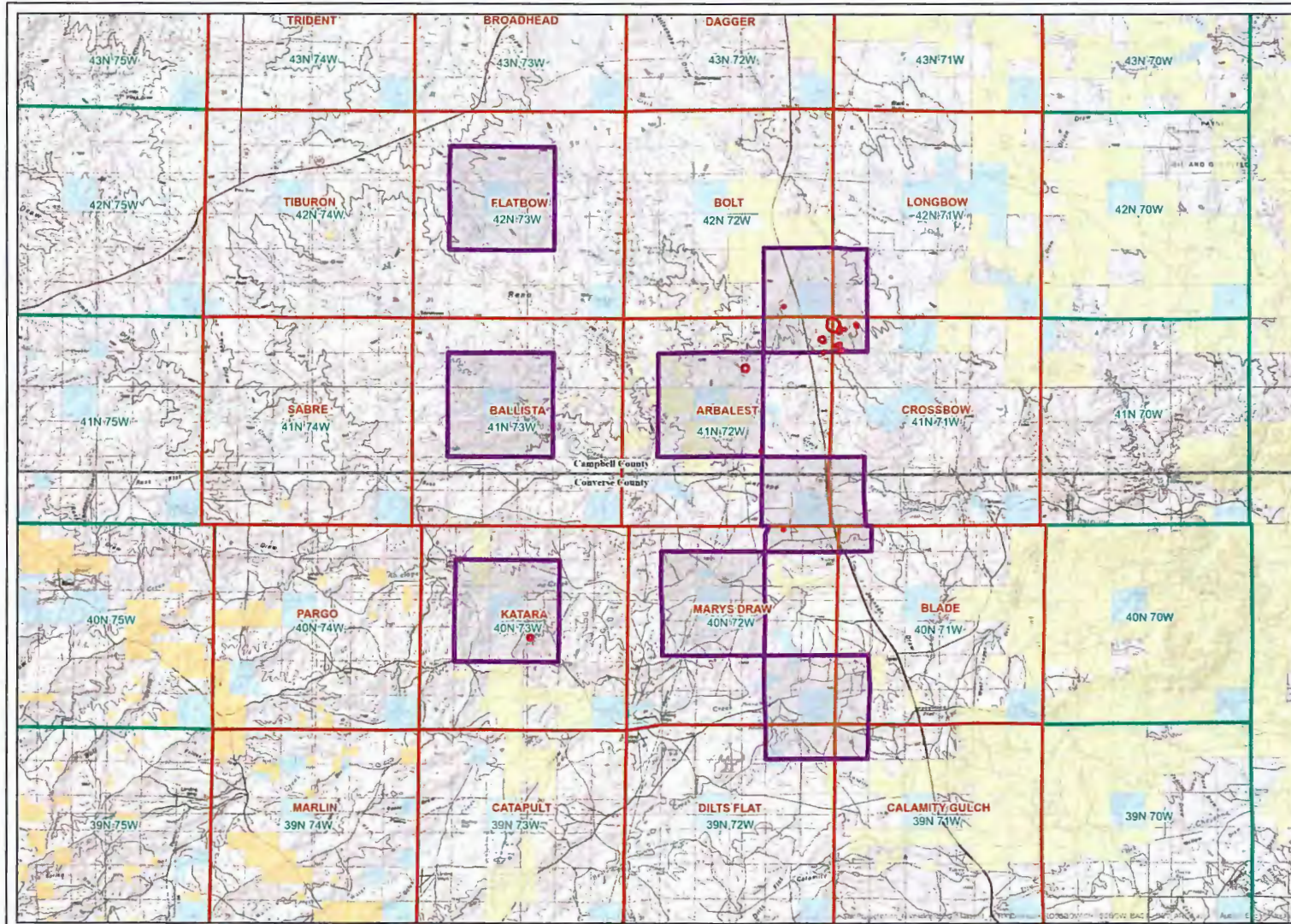
**SECTION 36  
T41N:R72W  
ARBALEST**



**Section 36 T41N:R72W – Arbalest**

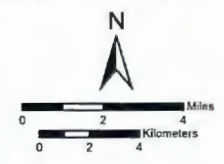
- Ferruginous hawk nest buffer encompasses northern part of Section 36 and some portions of surrounding sections (0.5-mile, Feb 1 – July 31). Red-tailed hawk nest buffers on Section 16 and surrounding sections (0.25-mile, Feb 1 – July 31)
- Mountain plover habitat with previous documented populations in Section 31 41N:R71W and Section 2 T40N:R72W. If possible, should be surveyed during breeding season (May 1 – June 15) and if determined to be occupied, a 0.25-mile buffer may be applied March 15 – July 31.
- Prairie dog colonies in Section 2 T40N:R72W and Section 30 41N:R71W – avoidance is recommended.
- No other known wildlife issues





**Crossbow State and Surrounding Sections Cultural Resource Desktop Overview Map Legend**

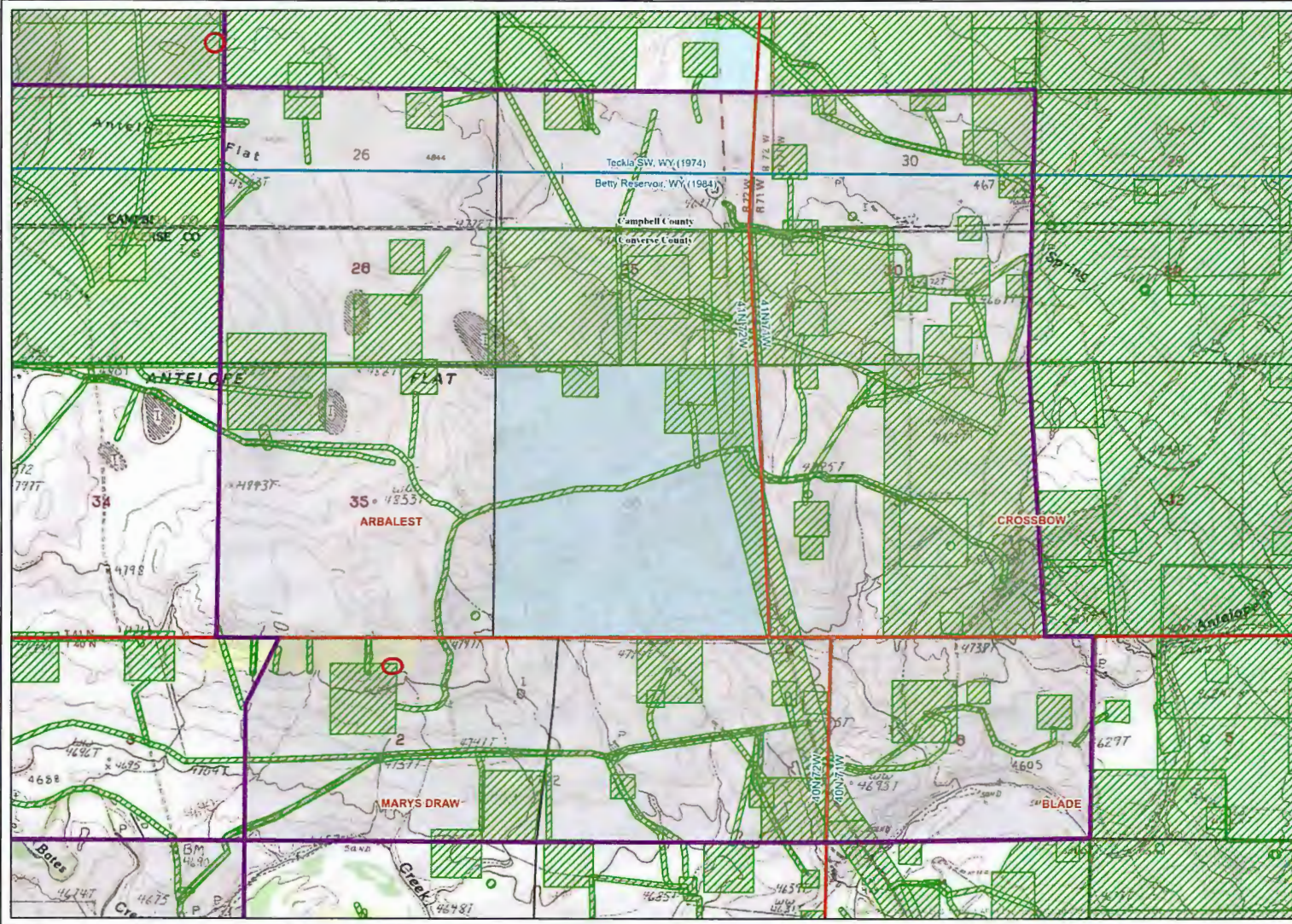
- Analysis Area
  - Avoidance Area
  - EOG Project Boundary
  - County Boundary
  - Township/Range Boundary
- Surface Ownership**
- BLM
  - Forest Service
  - Private
  - State
  - Other



Base Map: USA Topo Maps<sup>®</sup>  
 2013 National Geographic Society, I-cubed  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 7/13/2020

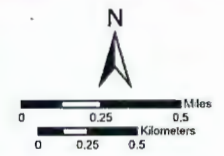
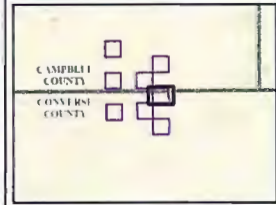
**SWCA**  
 ENVIRONMENTAL CONSULTANTS

295 Interlocken Blvd., Suite 300  
 Brookfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com



**Crossbow State and Surrounding Sections Cultural Resource Desktop Mapbook - T41N R72W S36 Project Area Legend**

- Analysis Area
- Avoidance Area
- Previous Inventory (SHPO Data)
- EOG Project Boundary
- County Boundary
- Section Boundary
- Township/Range Boundary
- Topo Quad Boundary
- Surface Ownership**
- Forest Service
- Private
- State



Base Map: USA Topo Maps™  
 2013 National Geographic Society, i-cubed  
 Township 40/41N Range 71/72W  
 Quadrangle: Betty Reservoir, WY (1964),  
 Teckla SW, WY (1974)  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 Scale: 1:24,000  
 7/13/2020



205 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com



COPY

**EOG Resources, Inc.**  
600 17th Street  
Suite 1000N  
Denver, CO 80202  
Main: 303-572-9000  
Land Fax: 303-824-5401

" RECEIVED 11/12  
NO RESPONSE "

November 8, 2019

Isenberger Land, LLC  
Lee Isenberger  
5925 Highway 59  
Gillette, WY 82718

RE: T41N-R72W SEC 36  
Converse County, Wyoming

Dear Surface Lessee:

Enclosed please find a Surface Lessee Notification and Comment Form. Please provide your comments regarding the proposed disposal of the parcels listed on the form in the space provided and return in the enclosed postage paid return envelope.

We appreciate your timely attention and look forward to your feedback.

Sincerely,

**EOG RESOURCES, INC.**

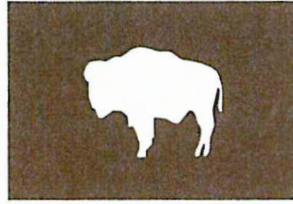
A handwritten signature in blue ink that reads "Jennifer Avila".

Jennifer Avila  
Surface/ROW Tech

Enclosures

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**Surface Lessee Notification and Comment Form**

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted *with the completed application*. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 600 17th Street, Suite 1000N, Denver, CO 80202 **Email** Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**

Township 41 North, Range 72 West, 6th P.M.  
Section 36: All  
Lease #: 1-7275

**Description of Proposal:**

EOG Resources, Inc. intends to exchange EOG owned property in Laramie County,  
WY for the above described parcel of Wyoming Office of State Land and Investments owned property  
in Converse County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** 1-7275 **Lessee Name** Isenberger

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

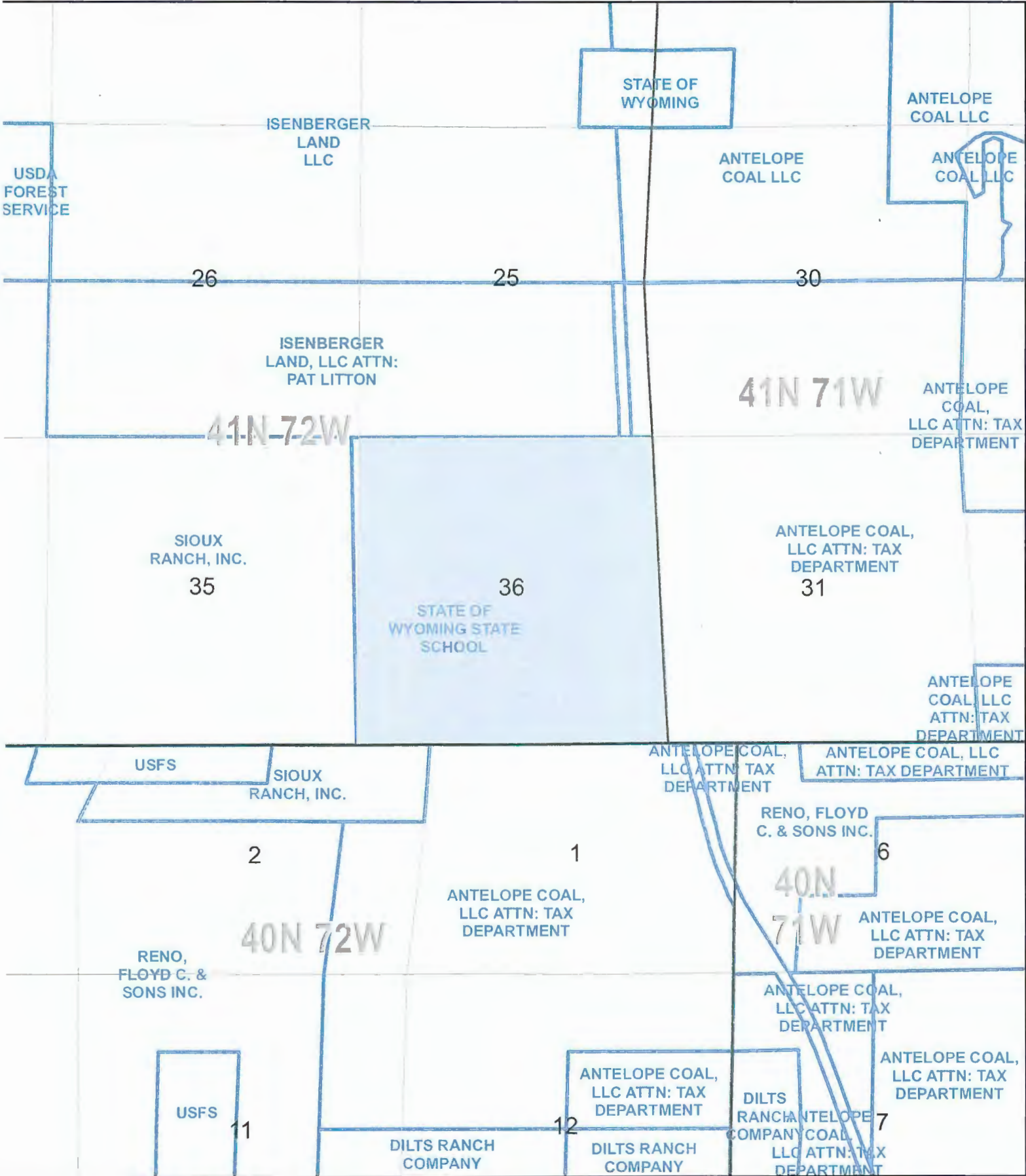
Lessee Comment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



SURFACE OWNERSHIP  
 T41N R72W  
 Section 36  
 ISENBERGER



www.pitneybowes.com

**P**

\$12.05  
US POSTAGE  
11/08/2019  
From 80202



Zone 3

Pitney Bowes 026W0004897358  
ComBasPrice  
Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

**0005**

**H083**

LEE ISENERGER  
ISENERGER LAND LLC  
5925 HIGHWAY 59 S  
GILLETTE WY 82718-6908

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 7728 18

Surface Lessee  
Notification



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9402 8098 9864 3054 7728 18.**

**Item Details**

**Status:** Delivered, To Agent  
**Status Date / Time:** November 12, 2019, 1:05 pm  
**Location:** GILLETTE, WY 82718  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Lee Isenberger

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	Mail Carrier 5925 STATE HIGHWAY 59 S GILLETTE, WY 82718

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004



www.pitneybowes.com

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From 80202



Zone 3

Pitney Bowes 026W0004897358  
ComBasPrice  
Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

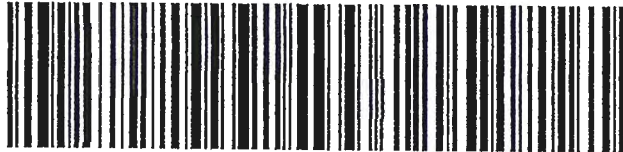
Estimated Delivery Date: 11/12/2019

**0005**

**H083**

LEE ISENBERGER  
ISENBERGER LAND LLC  
5925 HIGHWAY 59 S  
GILLETTE WY 82718-6908

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 7728 18

Surface Lessee  
Notification





November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9402 8098 9864 3054 7728 18.**

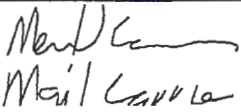
**Item Details**

**Status:** Delivered, To Agent  
**Status Date / Time:** November 12, 2019, 1:05 pm  
**Location:** GILLETTE, WY 82718  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Lee Isenberger

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	5925 STATE HIGHWAY 59 S GILLETTE, WY 82718

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

**Exhibit C-7**

**OSLI Lands**

**Township 41 North, Range 73 West, 6<sup>th</sup> P.M.**

**Section 16: ALL**

**Campbell County, Wyoming**

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)**

---

**PLEASE READ THESE INSTRUCTIONS CAREFULLY**

**The failure to fully complete the Application or provide all of the required information and documentation may result in a significant delay in the Office of State Lands and Investment's ability to consider the transaction.**

1. Provide a written description of how, if completed, the proposed land transaction will satisfy one or more of the **Trust Land Management Objectives**.
2. Provide a **map** of all land involved in the transaction, including adjacent state trust lands and adjacent land owners.
3. Fill out **Land Transaction Evaluation Form** using the **Evaluation Criteria Narrative Form** as a helpful guide and return with application. If this application is for an exchange, an evaluation form must be filled out for each parcel of State Trust Land and Private land.
4. If the applicant is not the surface lessee, please include a **Surface Lessee Notification and Comment Form**. This form **must be completed and signed by the surface lessee and submitted with the application**. You may use the online [surface plat book](#) feature to find the surface lessee.
5. If the applicant is a corporation or other legal entity, provide *evidence that it is qualified to do business in Wyoming*. This information may be obtained from the [Secretary of State's website](#).
6. Provide a list and estimated value of all lessee owned improvements including buildings, fences, wells, tanks, pipelines, etc. Show the location of the improvements on the map referenced in No. 2 above.
7. Provide any other information the applicant deems relevant to the Office's evaluation of the application.
8. Pay the Application fee of \$1,000.00. Please make checks payable to The Office of State Lands and Investments. (If the application does not progress to Category II status, the applicant is eligible for a 75% refund)

After completing the Application, please return it, along with all required information, documentation and fees, to:

Office of State Lands and Investments  
Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>TH</sup> Street  
Cheyenne, WY 82002

**APPLICATION TERMS AND CONDITIONS** (Please read carefully before filing)

**TRANSACTION COSTS BORNE BY THE APPLICANT or SUCCESSFUL BIDDER**

1. Survey: If a survey is required, the applicant shall acquire a Wyoming Certified Survey at their own expense.
2. Appraisal Fee: The applicant will be required to order and pay for the appraisal(s).
3. Advertising: The Office of State Lands and Investments (OSLI) will arrange for all newspaper advertising and payment will be collected from buyer at closing.
4. All fees incurred to close the transaction.
5. A \$25.00 deed processing fee.
6. An application fee of \$1,000.00.

All land transactions must be in accordance with the Trust Land Management Objectives and land will be appraised for its highest and best use **with the assumption of legal access**. All state trust land approved for disposal shall be sold at public auction to the highest bidder.

**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

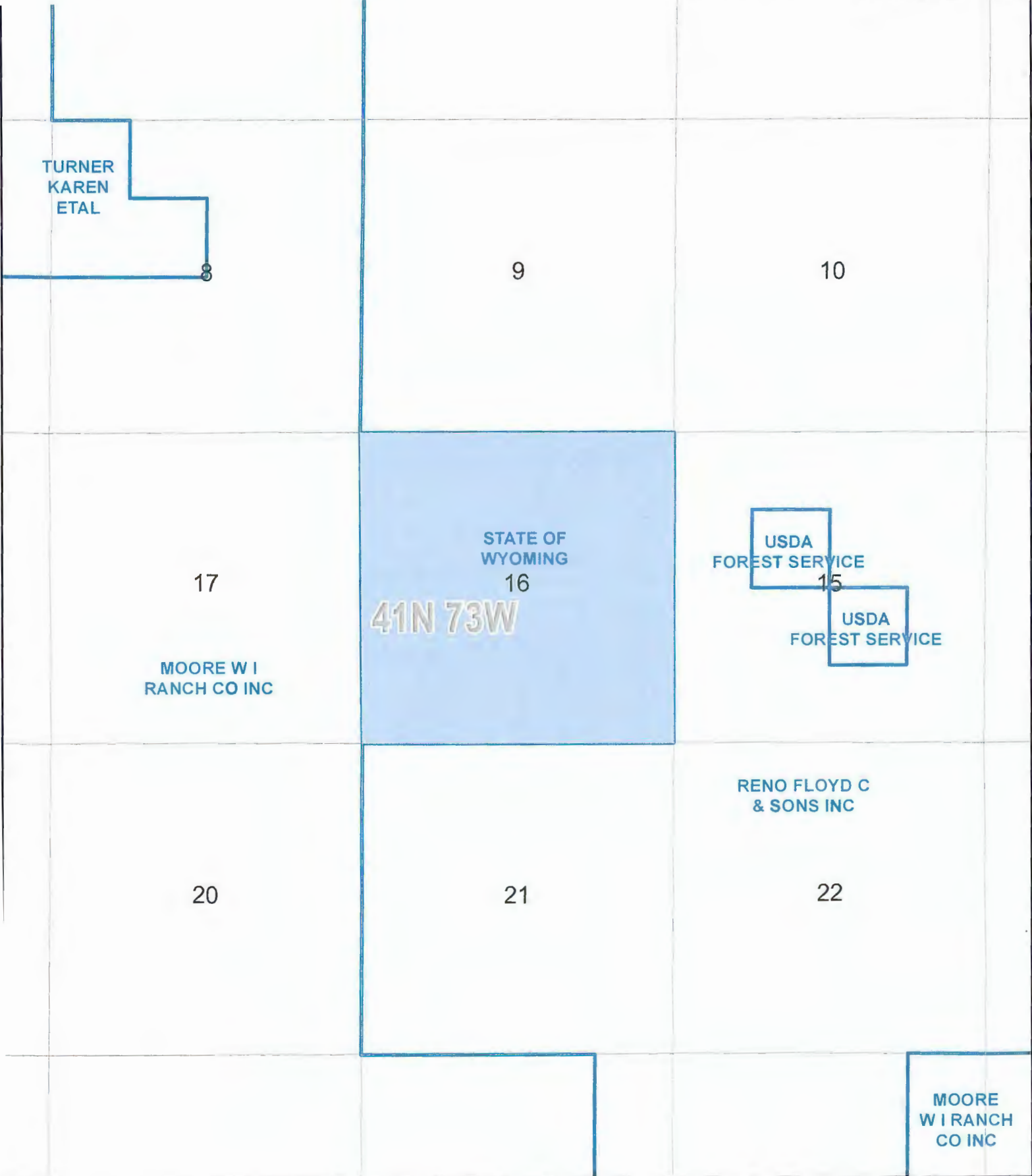
If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**





TURNER  
KAREN  
ETAL

8

9

10

17

MOORE W I  
RANCH CO INC

STATE OF  
WYOMING  
16

41N 73W

USDA  
FOREST SERVICE

15

USDA  
FOREST SERVICE

RENO FLOYD C  
& SONS INC

20

21

22

MOORE  
W I RANCH  
CO INC

SURFACE OWNERSHIP  
T41N R73W  
Section 16

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.

## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.**

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)

Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 41 North, Range 73 West, 6th P.M.  
Section 16: All

Applicant Name: EOG Resources, Inc.

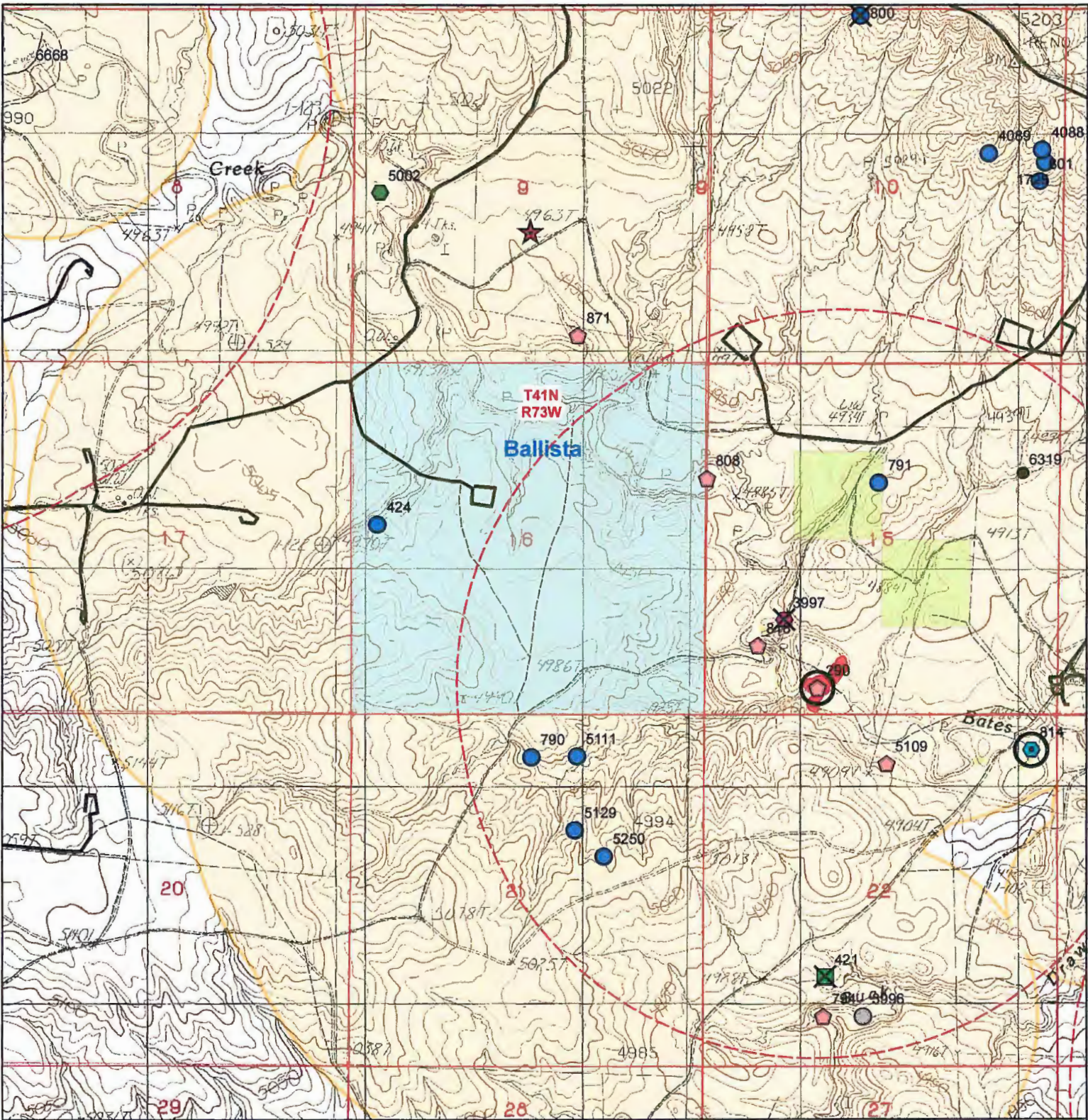
Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@eogresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$750/Acre
2.	How is the land currently used?	Agriculture/Grazing
3.	What is the highest and best use of the parcel?	Commercial
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agricultural
5.	Is the land currently leased and at what rate?	Yes/Grazing/Lease Rate Unknown
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	No
8.	Does the parcel have merchantable timber?	Est. board feet:
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Oil & Gas Production
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Isolated
13.	What is the nature and extent of existing infrastructure? (roads, utilities, power, telephone, water or sewer availability)	Limited
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	See attached plat & comments
15.	Are threatened or endangered species on the parcel?	See attached plat & comments
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	No
17.	Does the parcel have known cultural, archaeological or paleontological values?	None identified, see attached plats
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: No
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	No
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Unknown
22.	Are there any Conservation Easements on the land in question?	Unknown





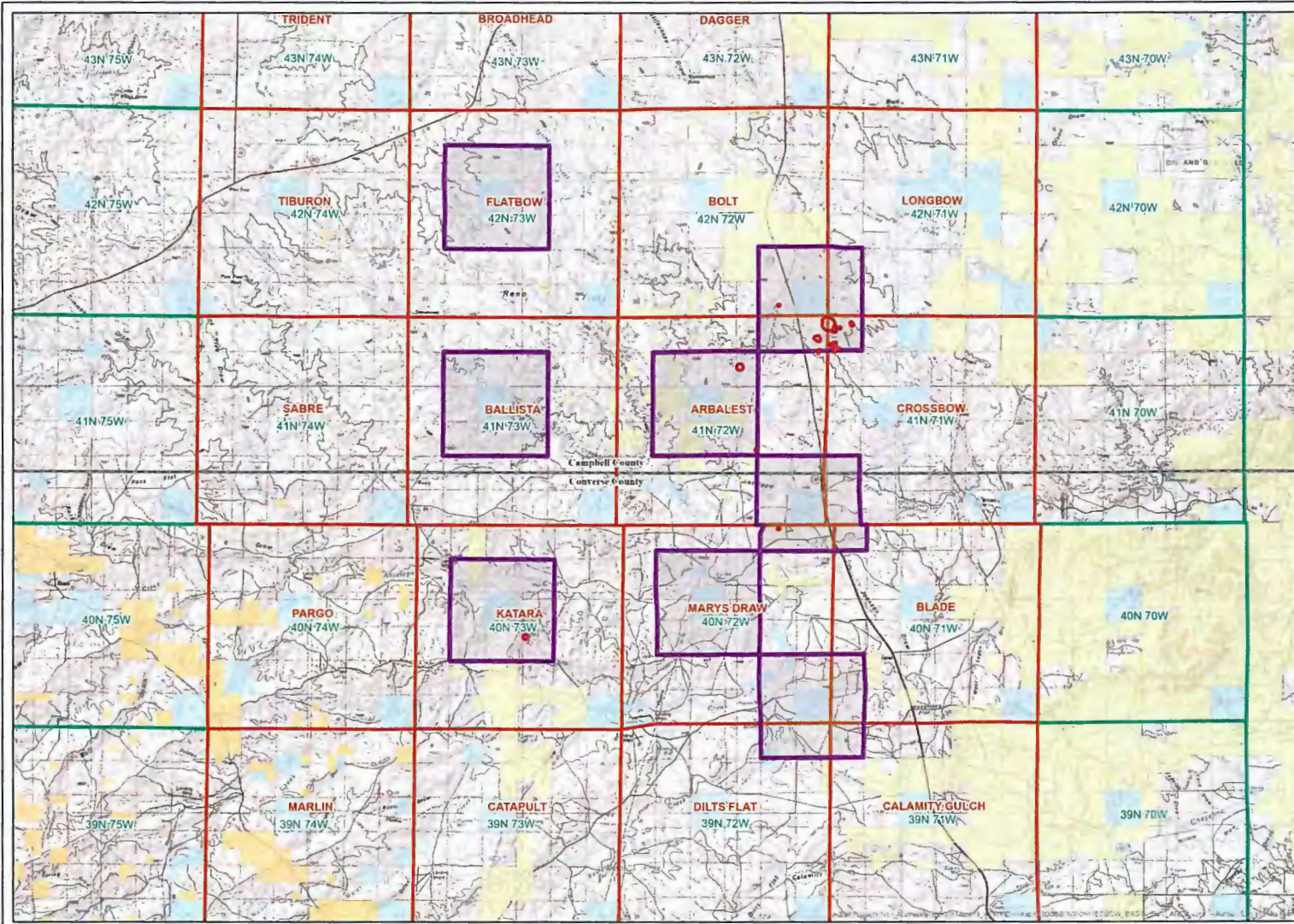
	Active Nest 2019		American Kestrel		Potential Eagle Winter Roost**		USFS Lands
	Gone Nest 2019		Ferruginous Hawk		Potential 1 Mile Buffer		State Lands
	BLM Nest Buffer		Great Horned Owl		Swift Fox Sighting and/or Den		Private Lands
			Golden Eagle		** Has not been previously applied		
			Red-tailed Hawk				
			Swainson's Hawk				
			Unknown Raptor				
			Black-billed Magpie				

**SECTION 16**  
**T41N:R73W**  
**BALLISTA**



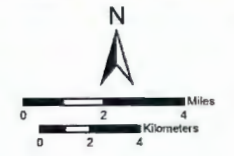
### **Section 16 T41N:R73W – Ballista**

- Entire Section 16 is encompassed by ferruginous hawk nest buffer (1 mile, March 15 – July 31 stip). Nest buffers on most of surrounding sections as well.
- Red-tail hawk nests in and around Section 16 have quarter-mile buffers with longer stip periods (0.25-mile, February 1 – August 15)
- Area in southern Section 15 has been documented as a potential eagle winter roost. If BFO stips it, 1-mile seasonal buffer (November 1 – April 1). However, BFO has not added this site to their eagle roost habitat and has not stipped potential sites in the past.
- Swift fox active den in section 9 in 2018. Surface-disturbing restrictions on active (in current year) swift fox dens within 0.25-mile March 1 – August 31.
- Location is in BFO and would need to be surveyed for swift fox dens and amphibian habitat / populations within 0.31 miles of proposed disturbance.
- No other known wildlife issues.



**Crossbow State and Surrounding Sections Cultural Resource Desktop Overview Map Legend**

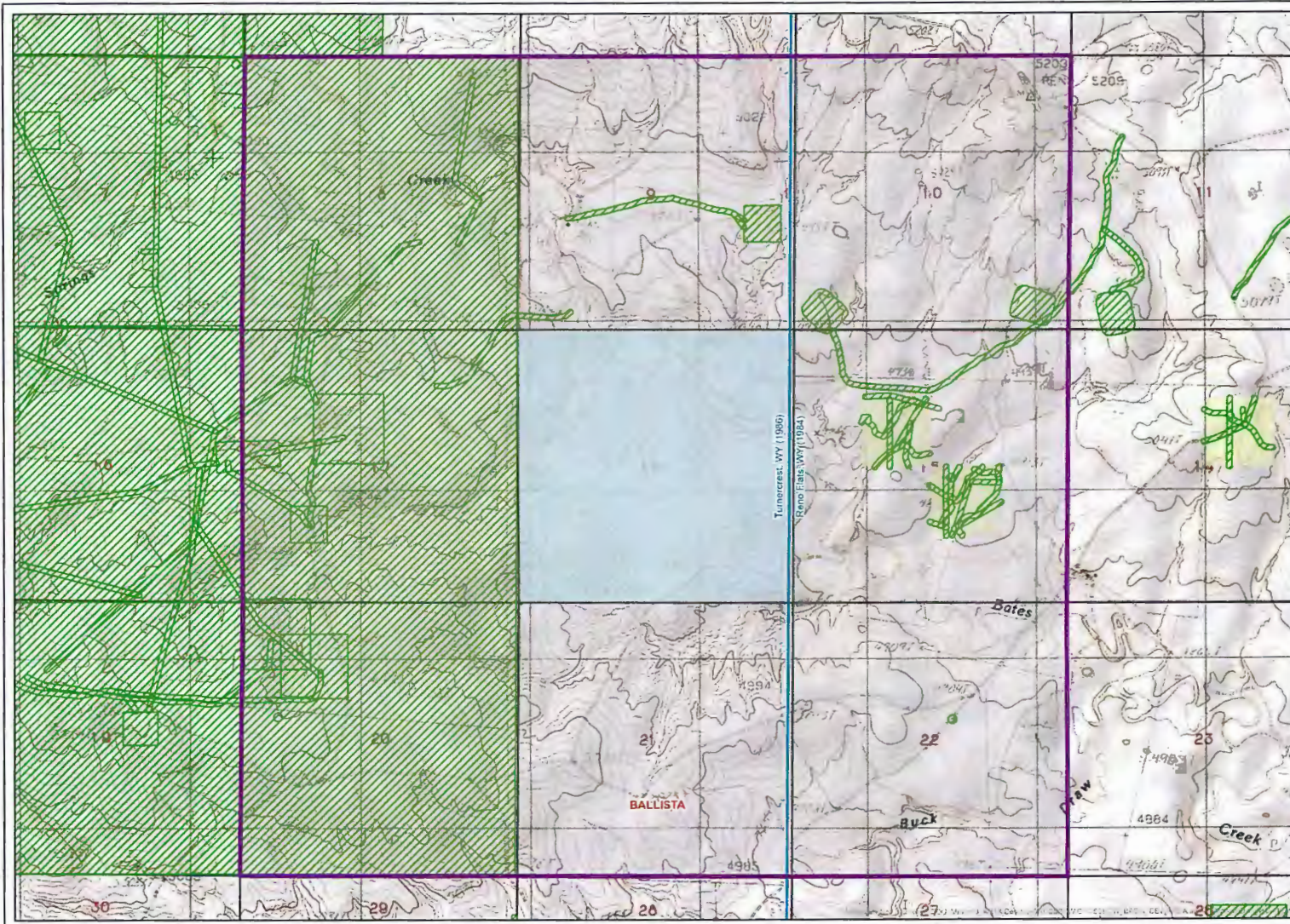
- Analysis Area
  - Avoidance Area
  - EOG Project Boundary
  - County Boundary
  - Township/Range Boundary
- Surface Ownership**
- BLM
  - Forest Service
  - Private
  - State
  - Other










Base Map: USA Topo Maps<sup>®</sup>  
 2013 National Geographic Society, I-cubed  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 7/13/2020

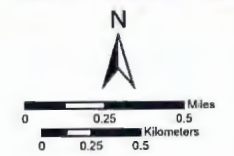
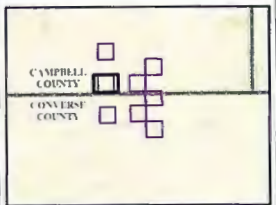
**SWCA**  
 ENVIRONMENTAL CONSULTANTS

205 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com



**Crossbow State and Surrounding Sections Cultural Resource Desktop Mapbook - T41N R73W S16 Project Area Legend**

-  Analysis Area
-  Previous Inventory (SHPO Data)
-  EOG Project Boundary
-  County Boundary
-  Section Boundary
-  Township/Range Boundary
-  Topo Quad Boundary
- Surface Ownership**
-  Forest Service
-  Private
-  State



Base Map: USA Topo Maps<sup>®</sup>  
 2013 National Geographic Society, 1-cubed  
 Township: 41N Range: 73W  
 Quadrangle: Turnercreek, WY (1986),  
 Reno Flats, WY (1984)  
 Campbell County, Wyoming  
 NAD 1983 UTM Zone 13N  
 Scale: 1:24,000  
 7/13/2020



295 Interlockers Blvd., Suite 300  
 Bloomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**Surface Lessee Notification and Comment Form**

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted with the completed application. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 600 17th Street, Suite 1000N, Denver, CO 80202 **Email** Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**

Township 41 North, Range 73 West, 6th P.M.  
Section 16: All  
Lease #: 2-3672

**Description of Proposal:**

EOG Resources, Inc. intends to exchange EOG owned property in Laramie County,  
WY for the above described parcel of Wyoming Office of State Land and Investments owned property  
in Converse County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** 2-3672 **Lessee Name** Reno

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

Lessee Comment:

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

Surface Lessee Notification and Comment Form

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted with the completed application. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

Applicant Name EOG Resources, Inc. Phone (303) 824-5404

Address 60017 WISCONSIN AVE Email Mason\_Smith2@egoresources.com

Legal Description of Parcels:  
Township 41 North, Range 73 West, 6th P.M.  
Section 16: All  
Lease #: 2-3672

Description of Proposal:  
EOG Resources, Inc. intends to exchange EOG owned property in Laramie County, WY for the above described parcel of Wyoming Office of State Land and Investments owned property in Converse County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

Lease Number \_\_\_\_\_ Lessee Name \_\_\_\_\_

Lessee Address \_\_\_\_\_ Phone \_\_\_\_\_

Lessee Comment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# *Yonkee & Toner, LLP*

*Attorneys at Law*

319 WEST DOW ST.

P.O. BOX 6288

SHERIDAN, WYOMING 82801-1688

JOHN F. ARAAS  
JAY A. GILBERTZ  
KENDAL R. HOOPES  
KEVIN K. KESSNER

CHRISTOPHER M. SHERWOOD

TOM C. TONER  
OF COUNSEL

LAWRENCE A. YONKEE  
(1935-1995)

TELEPHONE (307) 674-7451  
FAX (307) 672-6250

December 6, 2019

**Via Certified Mail**

**Jenifer Scoggin, Director**

Wyoming Office of State Lands and Investments  
Herschler Building, 1E  
122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002

**RE: Addendum to State Comment Form  
EOG Resources, Inc. Proposed Land Exchange**

**Township 42 North, Range 73 West, Campbell County, Wyoming**  
**Section 16: All (Grazing Lease # 2-3992)**

**Township 41 North, Range 73 West, Converse County, Wyoming**  
**Section 16: All (Grazing Lease # 2-3672)**

Dear Ms. Scoggin:

Our firm represents Floyd C. Reno & Sons, Inc. (referred to herein as "Reno"). Reno is the surface lessee of Section 16, Township 42 North, Range 73 West, 6<sup>th</sup> P.M., under State Grazing Lease No. 2-3992 and the surface lessee of Section 16, Township 41 North, Range 73, under State Grazing Lease No. 2-3672 (collectively the "State Lands"). It is our understanding that EOG Resources, Inc. ("EOG") is proposing to exchange undisclosed lands in Laramie County, Wyoming (the "EOG Lands") for the State Lands at issue. Enclosed herewith are the Surface Lessee Notification and Comment Form for both of these State leases that my client received from EOG.

Reno objects to the proposed land exchange for the following reasons:

1. The loss of the State lands would result in a significant impact on the Reno ranching operations. The State lands are an integral part of the Reno ranch. Loss of these lands will pose access issues for Reno. In addition, Reno would have to change its grazing practices and method of operations.

**Jennifer Scoggin, Director**

**December 6, 2019**

**Page 2 of 3**

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2. Reno makes annual grazing lease payments to the State. More importantly, for many years, Reno has managed the surface of the State Lands to ensure such lands remain productive for both livestock and wildlife. This oversight and management will be eliminated if EOG becomes the owner and turns these lands into industry type properties.

3. The proposed exchange would result in the loss of valuable income to the State of Wyoming. EOG presently has producing oil wells on the State Lands and has many new wells proposed (and/or permitted) to be drilled in the future on the State lands. The State receives substantial income in the form of initial and annual surface damage payments in connection with these wells.<sup>1</sup> The State would realize a considerable loss if EOG were allowed to exchange non-income producing lands in Laramie County, Wyoming for these two income generating sections in Campbell County.

4. The proposed land exchange appears to be strategic move by EOG to avoid paying surface damages for its oil and gas operations. In recent years, EOG has violated the existing SUA it has with Reno when it desired to conduct operations that were not allowed by the SUA. Further, EOG filed a condemnation action against Reno seeking to obtain by eminent domain approximately 2,110.96 acres of fee surface owned by RENO. This litigation is ongoing. It now appears that EOG is attempting to avoid and/or bypass the requirements of its SUA with Reno by obtaining ownership of the State lands.

5. It is our understanding that EOG has proposed similar exchanges for at least eight State owned sections in Converse and Campbell Counties. If these exchanges are approved, EOG may try to leverage its new ownership rather than abiding by existing surface agreements or negotiating and paying adequate compensation for its operations. The Office of State Lands should not become a part of EOG's strategy in this regard.

6. Finally, the State should not start a precedent that could result in oil and gas companies exchanging out all of the State owned sections in counties that contain mineral resources. Rather, the Office of State Lands should continue to be a good steward of its lands and continue to maintain them as an integral part of the ranching community.

---

<sup>1</sup> Reno has negotiated a surface use agreement ("SUA") with EOG that governs the operations on both the State Lands and RENO's deeded lands. Under the State's payment structure, the State will receive 80% of the annual payments proceeds associated with such facilities located on the State Lands each year. If the proposed exchange were approved, the State would lose the opportunity to recover considerable, ongoing annual rental and surface damage payments for such facilities.

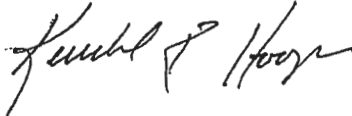


**Jennifer Scoggin, Director**  
**December 6, 2019**  
**Page 3 of 3**

---

For the reasons stated above, Reno respectfully requests that the State reject EOG's proposed land exchange.

Sincerely,



Kendal R. Hoopes

KRH/erb  
Enclosures

EOG Letter and Comment Form – State Lease No. 2-3672  
EOG Letter and Comment Form – State Lease No. 2-3992

cc: EOG Resources, Inc. (via regular mail) ✓  
Sen. Brian Boner, via email  
Sen. Jeff Wasserburger, via email  
Rep. Eric Barlow, via email  
Rep. Aaron Clausen, via email  
EOG Resources, Inc., via email  
Cyrus Western, via email  
client



www.pitneybowes.com

P

\$12.05  
US POSTAGE  
11/08/2019  
From 80202



Pitney Bowes 026W0004897483  
ComBasPrice  
Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

0005

*Pete*

H080

FLOYD RENO  
FLOYD C. RENO & SONS INC.  
1200 TURNERCREST RD  
GILLETTE WY 82718-9264

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 8156 52

Surface Lessee  
Notificatgion



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9402 8098 9864 3054 8156 52.**


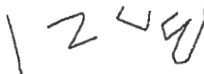
**Item Details**

**Status:** Delivered, Left with Individual  
**Status Date / Time:** November 12, 2019, 9:15 am  
**Location:** GILLETTE, WY 82718  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Floyd Reno

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
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Washington, D.C. 20260-0004



www.pitneybowes.com

**P**

\$12.05  
US POSTAGE  
11/08/2019  
From 80202  
Zone 3



Pitney Bowes 026W0004897299  
ComBasPrice  
Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

**0005**

**B002**

FLOYD RENO  
FLOYD C. RENO & SONS INC.  
PO BOX H  
SHERIDAN WY 82801-0618

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 7746 69

Surface Lessee  
Notification



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number:  
9402 8098 9864 3054 7746 69.


**Item Details**

**Status:** Delivered  
**Status Date / Time:** November 12, 2019, 2:10 pm  
**Location:** SHERIDAN, WY 82801  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Floyd Reno

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

<b>Signature of Recipient:</b>	 Denise F Boyd
<b>Address of Recipient:</b>	PO BOX 1 SHERIDAN, WY 82801-0018

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

**Exhibit C-8**

**OSLI Lands**

**Township 42 North, Range 72 West, 6<sup>th</sup> P.M.**

**Section 36: ALL**

**Campbell County, Wyoming**

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)**

---

**PLEASE READ THESE INSTRUCTIONS CAREFULLY**

**The failure to fully complete the Application or provide all of the required information and documentation may result in a significant delay in the Office of State Lands and Investment's ability to consider the transaction.**

1. Provide a written description of how, if completed, the proposed land transaction will satisfy one or more of the **Trust Land Management Objectives**.
2. Provide a **map** of all land involved in the transaction, including adjacent state trust lands and adjacent land owners.
3. Fill out **Land Transaction Evaluation Form** using the **Evaluation Criteria Narrative Form** as a helpful guide and return with application. If this application is for an exchange, an evaluation form must be filled out for each parcel of State Trust Land and Private land.
4. If the applicant is not the surface lessee, please include a **Surface Lessee Notification and Comment Form**. This form **must be completed and signed by the surface lessee and submitted with the application**. You may use the online [surface plat book](#) feature to find the surface lessee.
5. If the applicant is a corporation or other legal entity, provide *evidence that it is qualified to do business in Wyoming*. This information may be obtained from the [Secretary of State's website](#).
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8. Pay the Application fee of \$1,000.00. Please make checks payable to The Office of State Lands and Investments. (If the application does not progress to Category II status, the applicant is eligible for a 75% refund)

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Office of State Lands and Investments  
Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002

**APPLICATION TERMS AND CONDITIONS** (Please read carefully before filing)

**TRANSACTION COSTS BORNE BY THE APPLICANT or SUCCESSFUL BIDDER**

1. Survey: If a survey is required, the applicant shall acquire a Wyoming Certified Survey at their own expense.
2. Appraisal Fee: The applicant will be required to order and pay for the appraisal(s).
3. Advertising: The Office of State Lands and Investments (OSLI) will arrange for all newspaper advertising and payment will be collected from buyer at closing.
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**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**



**APPLICANT DATA:** The full legal name of the Applicant or the business entity name on file with the Wyoming Secretary of State, including a Certificate of Good Standing, must be provided for all business entities. Please note, all application documents will become public record.

**Applicant**

Name: EOG Resources, Inc. Phone: (303) 824-5404

**Mailing**

Address: 600 17th Street, Suite 1000N, Denver, CO 80202 Email: Mason\_Smith2@eogresources.com

**This application is for:**

STATE TRUST LAND (Disposal)  DEEDED LAND (Acquisition)  BOTH (Exchange)

Legal Description of Land in Township, Range, Section, Description format:

*Example: Township 52N., Range 98W., Section 16: the E1/2, containing 320 acres*

Township 42 North, Range 72 West, 6th P.M. +  
 Section 36: All +

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I hereby propose the parcel(s) described above be considered for the proposed transaction pursuant to the Rules and Regulations of the Board of Land Commissioners and Wyoming State Statutes. I acknowledge that submission of this application will initiate a process for the consideration of a land transaction on the surface estate only and the Board of Land Commissioners and the Office of State Lands and Investments reserve the right to reject this application at any time prior to the execution of a Patent or Warranty Deed.

Signature:  Date: 7/22/20

USDA -  
FOREST  
SERVICE

DILTS JERRY J  
FAMILY LP I

26

ISENBERGER  
LAND LLC

25

30

42N 72W

42N 71W

DILTS JERRY J  
FAMILY LP I &

35

36

31

RENO  
FLOYD  
C III

STATE OF  
WYOMING

SIOUX  
RANCH INC

ISENBERGER  
LAND  
1 LLC

6

2

41N 72W

ANTELOPE  
COAL LLC

41N 71W

44

40

7

SURFACE OWNERSHIP  
T42N R72W  
Section 36

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.

## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.**

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)

Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 42 North, Range 72 West, 6th P.M.  
Section 36: All

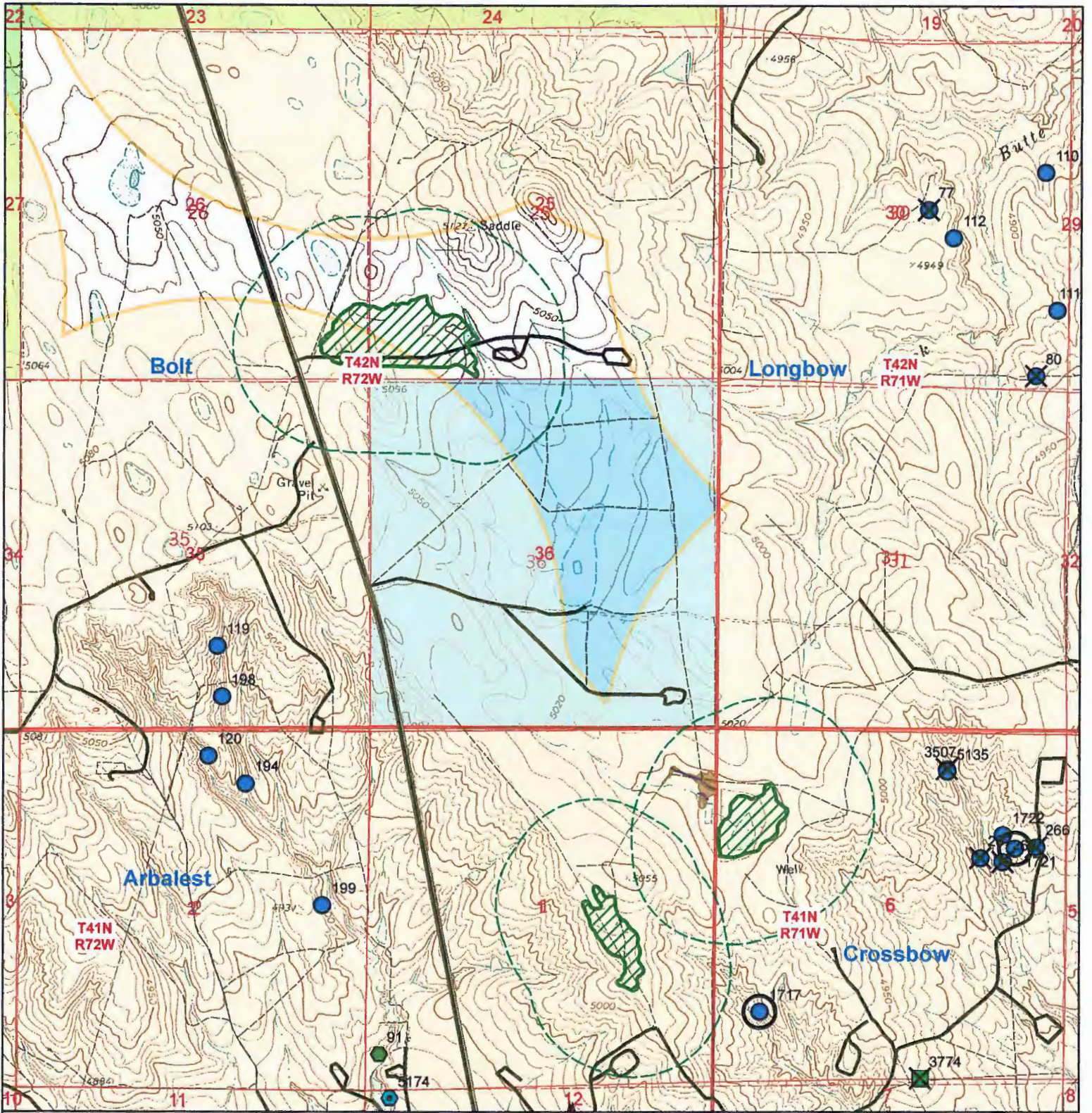
Applicant Name: EOG Resources, Inc.

Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@eogresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$750/Acre
2.	How is the land currently used?	Agriculture/Grazing
3.	What is the highest and best use of the parcel?	Commercial
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agricultural
5.	Is the land currently leased and at what rate?	Yes/Grazing/Lease Rate Unknown
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	No
8.	Does the parcel have merchantable timber?	Est. board feet: N/A
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Oil & Gas Production
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Isolated
13.	What is the nature and extent of existing infrastructure? (roads, utilities, power, telephone, water or sewer availability)	Limited
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	See attached plat & comments
15.	Are threatened or endangered species on the parcel?	See attached plat & comments
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	No
17.	Does the parcel have known cultural, archaeological or paleontological values?	None identified, see attached plats
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: No
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	No
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Unknown
22.	Are there any Conservation Easements on the land in question?	Unknown



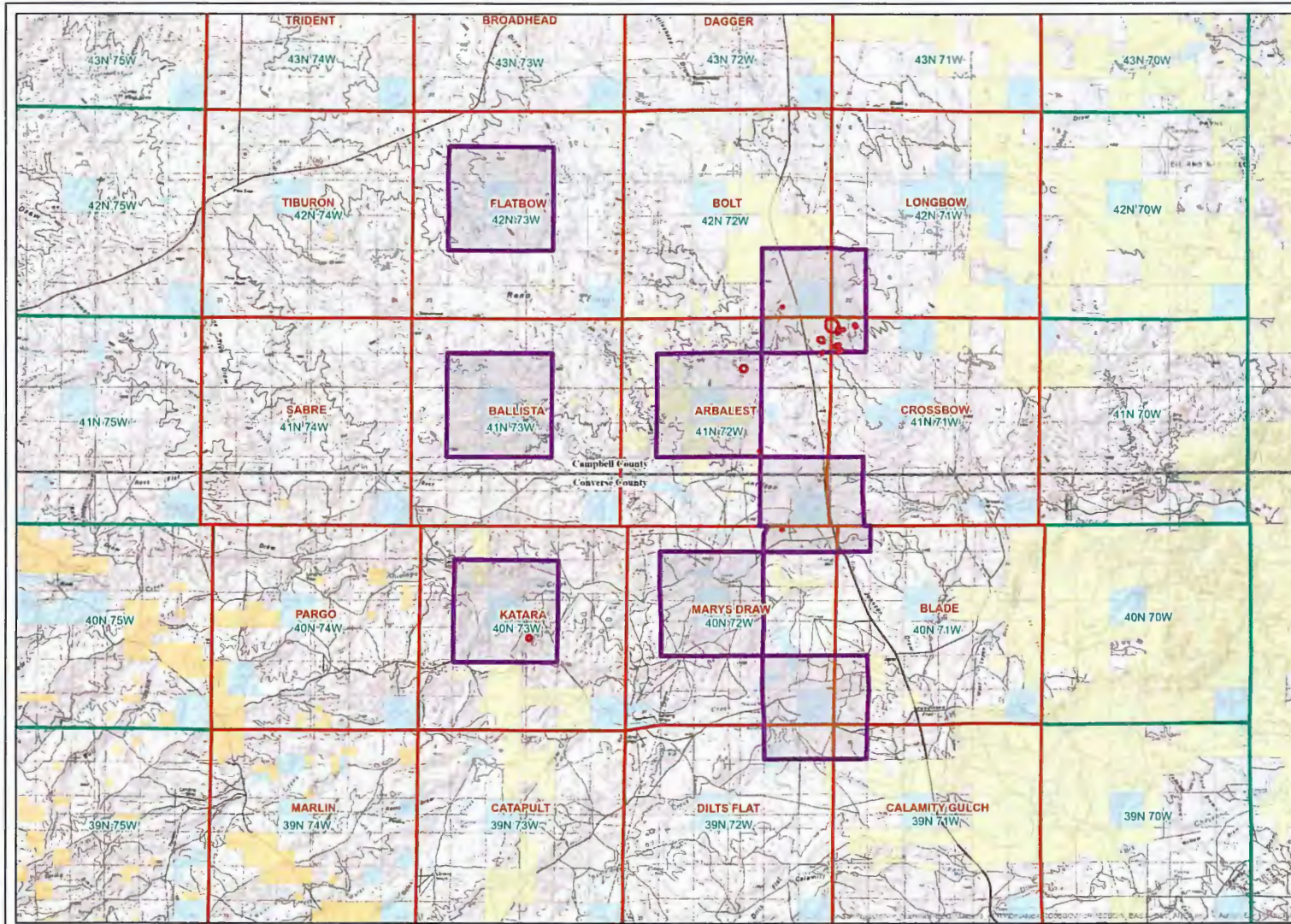
- |  |                  |  |                  |  |                                   |  |               |
|--|------------------|--|------------------|--|-----------------------------------|--|---------------|
|  | Active Nest 2019 |  | Ferruginous Hawk |  | Mountain Plover Potential Habitat |  | USFS Lands    |
|  | Gone Nest 2019   |  | Great Horned Owl |  | Plover 0.25-Mile Buffer **        |  | State Lands   |
|  | BLM Nest Buffer  |  | Golden Eagle     |  | Prairie Dog Colony                |  | Private Lands |
|  |                  |  | Swainson's Hawk  | <b>** If occupied during breeding season</b> |                                   |  |               |
|  |                  |  | Unknown Raptor   |  |                                   |  |               |

**SECTION 36**  
**T42N:R72W**  
**BOLT**



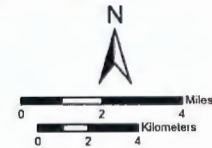
**Section 36 T42N:R72W – Bolt**

- Ferruginous hawk nest buffers encompass some of Section 16 and multiple adjacent sections (1 mile, March 15 – July 31 stip). Two nests were active in 2019. Other raptor nests and buffers in surrounding sections as well.
- Prairie dog town in eastern Section 1 T41N:R72W – avoidance is recommended.
- Several potential mountain plover habitat sites in surrounding sections. If possible, should be surveyed during breeding season (May 1 – June 15) and if determined to be occupied, a 0.25-mile buffer may be applied March 15 – July 31.
- Site is in BFO and will need site-specific surveys for active swift fox dens and amphibian habitat / populations within 0.31 miles prior to development.
- No other known wildlife issues.



**Crossbow State and Surrounding Sections Cultural Resource Desktop Overview Map Legend**

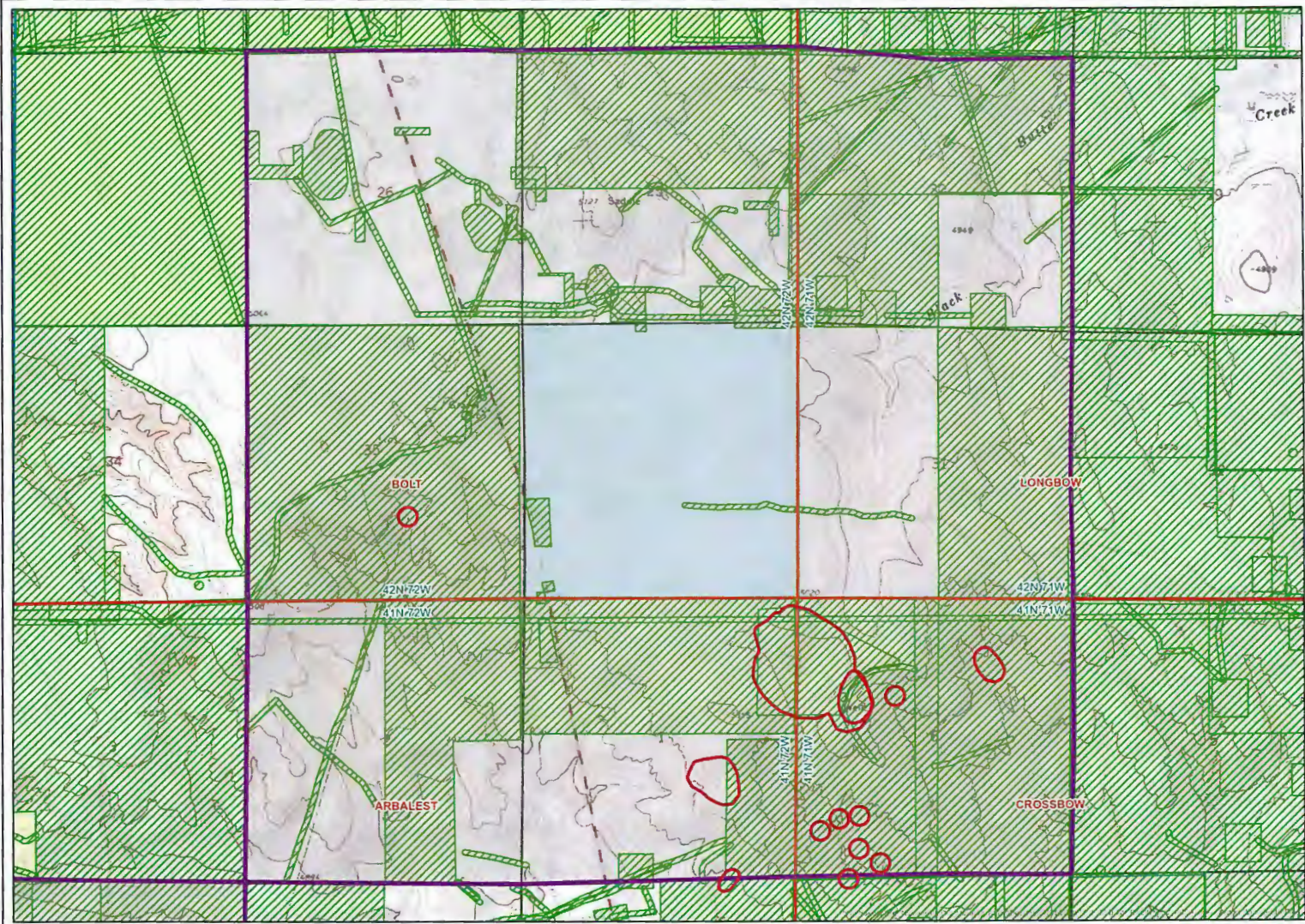
- Analysis Area
  - Avoidance Area
  - EOG Project Boundary
  - County Boundary
  - Township/Range Boundary
- Surface Ownership**
- BLM
  - Forest Service
  - Private
  - State
  - Other



Base Map: USA Topo Maps<sup>®</sup>  
 2013 National Geographic Society, I-cubed  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 7/13/2020

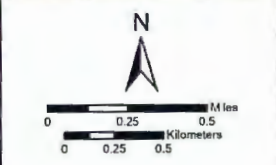
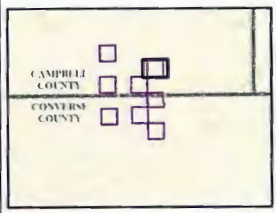
**SWCA**  
 ENVIRONMENTAL CONSULTANTS

295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com



**Crossbow State and Surrounding Sections Cultural Resource Desktop Mapbook - T42N R72W S36 Project Area Legend**

- Analysis Area
  - Avoidance Area
  - Previous Inventory (SHPO Data)
  - EOG Project Boundary
  - County Boundary
  - Section Boundary
  - Township/Range Boundary
  - Topo Quad Boundary
- Surface Ownership**
- Forest Service
  - Private
  - State



Base Map: USA Topo Maps©  
 2013 National Geographic Society, Inc.  
 Township: 41N72W Range: 71E29W  
 Quadrangle: Teckla SW, WY (1974)  
 Campbell County, Wyoming  
 NAD 1983 UTM Zone 13N  
 Scale: 1:24,000  
 7/13/2020



295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com





**EOG Resources, Inc.**  
600 17th Street  
Suite 1000N  
Denver, CO 80202  
Main: 303-572-9000  
Land Fax: 303-824-5401

November 8, 2019

COPY

Isenberger Land, LLC  
Lee Isenberger  
5925 Highway 59  
Gillette, WY 82718

RE: T42N-R72N SEC 36  
Converse County, Wyoming

Dear Surface Lessee:

Enclosed please find a Surface Lessee Notification and Comment Form. Please provide your comments regarding the proposed disposal of the parcels listed on the form in the space provided and return in the enclosed postage paid return envelope.

We appreciate your timely attention and look forward to your feedback.

Sincerely,

**EOG RESOURCES, INC.**

A handwritten signature in blue ink, appearing to read "Jennifer Avila".

Jennifer Avila  
Surface/ROW Tech

Enclosures

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

Surface Lessee Notification and Comment Form

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted **with** the completed application. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 600 17th Street, Suite 1000N, Denver, CO 80202 **Email** Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**

Township 42 North, Range 72 West, 6th P.M.  
Section 36: All  
Lease #: 1-8274

**Description of Proposal:**

EOG Resources, Inc. intends to exchange EOG owned property in Laramie County,  
WY for the above described parcel of Wyoming Office of State Land and Investments owned property  
in Converse County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** 1-8274 **Lessee Name** Isenberger

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

Lessee Comment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



www.pitneybowes.com

**P**

\$12.05  
US POSTAGE  
11/08/2019  
From 80202



Pitney Bowes 026W0004897358  
ComBasPrice  
Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

**0005**

**H083**

LEE ISENBERGER  
ISENBERGER LAND LLC  
5925 HIGHWAY 59 S  
GILLETTE WY 82718-6908

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 7728 18

Surface Lessee  
Notification



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9402 8098 9864 3054 7728 18.**

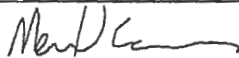
**Item Details**

**Status:** Delivered, To Agent  
**Status Date / Time:** November 12, 2019, 1:05 pm  
**Location:** GILLETTE, WY 82718  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Lee Isenberger

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	Mail Carrier 5925 STATE HIGHWAY 59 S GILLETTE, WY 82718

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004



**Exhibit “C”**

**Land Transaction Evaluation Forms**

**and**

**Surface Lessee Notification and Comment  
Forms (for only the OSLI Lands)**

## **Exhibit C-1**

### **EOG Lands**

#### **Township 13 North, Range 65 West, 6<sup>th</sup> P.M.**

**Section 7: A portion described in Warranty Deed dated August 28, 2014 from J. Sloan Hales, et ux., to EOG Resources, Inc., recorded in Book 2404, Page 730.**

**Section 9: S1/2S1/2 Except SE1/4SE1/4**

**Section 15: All Except NW1/4NW1/4**

**Section 16: All Except NE1/4NE1/4**

**Section 17: All Except N1/2NE1/4**

**Section 18: All**

**Section 19: All**

**Section 20: All**

**Section 21: All**

**Section 22: All**

**Laramie County, Wyoming**

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)**

---

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Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>TH</sup> Street  
Cheyenne, WY 82002

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**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**



**APPLICANT DATA:** *The full legal name of the Applicant or the business entity name on file with the Wyoming Secretary of State, including a Certificate of Good Standing, must be provided for all business entities. Please note, all application documents will become public record.*

Applicant  
Name: EOG Resources, Inc. Phone: (303) 824-5404

Mailing  
Address: 600 17th Street, Suite 1000N, Denver, CO 80202 Email: Mason\_Smith2@eogresources.com

**This application is for:**

STATE TRUST LAND (Disposal)  DEEDED LAND (Acquisition)  BOTH (Exchange)

Legal Description of Land in Township, Range, Section, Description format:

*Example: Township 52N., Range 98W., Section 16: the E1/2, containing 320 acres*

Township 13 North, Range 65 West, 6th P.M.  
Section 7: A portion described in Warranty Deed dated August 28, 2014 from J. Sloan  
Hales, et ux., to EOG Resources, Inc., recorded in Book 2404, Page 730.  
Section 9: S1/2S1/2 Except SE1/4SE1/4  
Section 15: All Except NW1/4NW1/4  
Section 16: All Except NE1/4NE1/4  
Section 17: All Except N1/2NE1/4  
Section 18: All  
Section 19: All  
Section 20: All  
Section 21: All  
Section 22: All  
Laramie County, Wyoming  
   
   
 

I hereby propose the parcel(s) described above be considered for the proposed transaction pursuant to the Rules and Regulations of the Board of Land Commissioners and Wyoming State Statutes. I acknowledge that submission of this application will initiate a process for the consideration of a land transaction on the surface estate only and the Board of Land Commissioners and the Office of State Lands and Investments reserve the right to reject this application at any time prior to the execution of a Patent or Warranty Deed.

Signature:  Date: 7/22/20

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.

## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.**

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)

Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 13 North, Range 65 West, 6th P.M.

Section 7: A portion described in Warranty Deed dated August 28, 2014 from J. Sloan Hales, et ux., to EOG Resources, Inc., recorded in Book 2404, Page 730.

Section 9, 15, 16, 17, 18, 19, 20, 21, 22

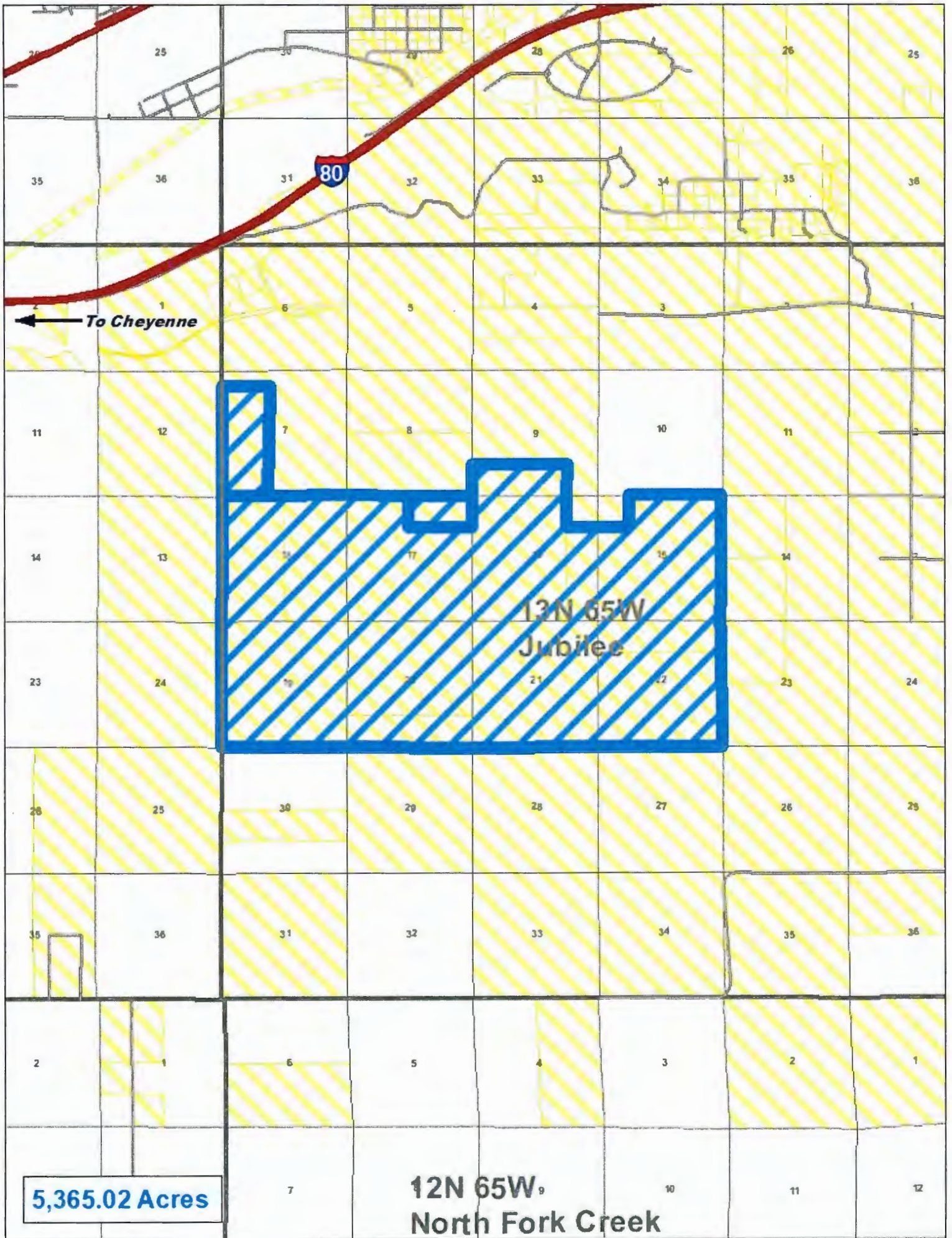
Applicant Name: EOG Resources, Inc.

Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@eogresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$2,000/Acre
2.	How is the land currently used?	Agriculture/Grazing/Commercial
3.	What is the highest and best use of the parcel?	Land Appreciation/Ground Water Availability
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agriculture/Residential/Commercial
5.	Is the land currently leased and at what rate?	\$15/Animal Unit/Month
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	Yes
8.	Does the parcel have merchantable timber?	Est. board feet: No
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Commodities Produced Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Irrigation
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Legally Accessible, Interstate 80
13.	What is the nature and extent of existing infrastructure? (roads, utilities, power, telephone, water or sewer availability)	Very good
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	Deer, Antelope
15.	Are threatened or endangered species on the parcel?	Unknown
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	Oilfield SUA's
17.	Does the parcel have known cultural, archaeological or paleontological values?	Unknown
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: Yes
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	Unknown
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Water wells, livestock water tanks
22.	Are there any Conservation Easements on the land in question?	No



5,365.02 Acres

12N 65W<sup>9</sup>  
North Fork Creek

**WARRANTY DEED**

Frontier Plains, LLC, a Wyoming limited liability company ("Grantor"), whose address is 1720 Carey Ave., Suite 400, Cheyenne, Wyoming, 82001, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof are hereby acknowledged, does hereby convey and warrant to EOG Resources, Inc., a Delaware corporation ("Grantee"), whose address is 1111 Bagby, Sky Lobby 2, Houston, TX 77002, and its successors and assigns, the following described Property situate in Laramie County, State of Wyoming:

Township 13 North, Range 65 West, 6th P.M., Laramie County, Wyoming

- Section 9: S1/2S1/2 EXCEPT SE1/4SE1/4
- Section 15: ALL EXCEPT NW1/4NW1/4
- Section 16: ALL EXCEPT NE1/4NE1/4
- Section 17: ALL EXCEPT N1/2NE1/4
- Section 18: ALL
- Section 19: ALL
- Section 20: ALL
- Section 21: ALL
- Section 22: ALL

Together with all water and water rights, ditches and ditch rights, wells, springs and underground water rights appurtenant to, or used in connection with, the above-described Property; and

Together with all gravel and sand rights and rights to mine and produce gravel and sand on the Property; and

Together with all of Grantor's right, title and interest in and to all easements and other rights appurtenant to the Property, including that certain Grant of Easement dated March 20, 2014 by and between Lummis Livestock Company, LLC, a Wyoming limited liability company, Old Horse Pasture, Inc., a Wyoming corporation and Frontier Plains, LLC, a Wyoming limited liability company, recorded on March 20, 2014 at Book 2381, Page 1181.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said premises; that they are free from encumbrances; and Grantor warrants the title thereto against the lawful claims of all persons whomsoever; except for restrictions, reservations, easements and encumbrances of record.

Hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 1<sup>st</sup> day of May, 2014.

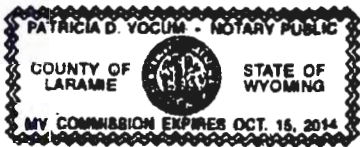
FRONTIER PLAINS, LLC

By: Lindsay A. Woznick  
Lindsay A. Woznick, Manager

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of May, 2014, by Lindsay A. Woznick, the Manager of Frontier Plains, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Witness my hand and official seal. My Commission expires: 10 - 15 - 14



Patricia D. Yocum  
Notary Public

RECORDED 5/01/2014 AT 2:18 PM REC# 637124 BK# 2387 PG# 941  
TEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 2

K0304285

**MEMORANDUM OF SURFACE USE AND DAMAGE AGREEMENT**

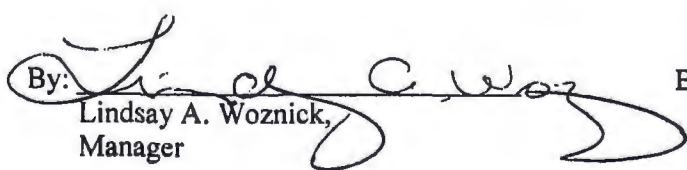
**STATE: WYOMING**

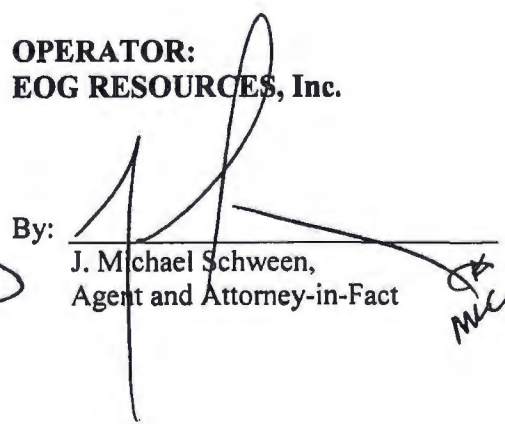

**COUNTY: LARAMIE**

On this 8<sup>th</sup> day of April, 2014 Frontier Plains, LLC, a Wyoming limited liability company, whose address is 1720 Carey Avenue, Suite 400, Cheyenne, Wyoming 82001, entered into a Surface Use and Damage 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 Notice ("Said Lands"). The Surface Use and Damage Agreement pertains to Operator's exercise of its rights upon the subject lands pursuant to existing mineral lease(s) ("Lease(s)"), which rights include, but are not limited to, the right to conduct oil and gas operations and the right of ingress and egress upon the Subject Lands pursuant to said Lease(s).

**SURFACE OWNER:  
Frontier Plains, LLC**

**OPERATOR:  
EOG RESOURCES, Inc.**

By:   
Lindsay A. Woznick,  
Manager

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

  
RECORDED 4/30/2014 AT 9:05 AM REC# 636900 BK# 2387 PG# 477  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY. PAGE 1 OF 3

ACKNOWLEDGEMENTS

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2014 by Lindsay A. Woznick in her capacity as Manager of and on behalf of Frontier Plains, LLC, a Wyoming limited liability company.

Norma J. Hubka  
Notary Public  
2-14-15  
Commission Expiration

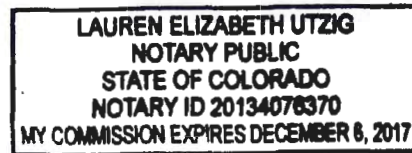


(NOTARY SEAL)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 9 day of April, 2014 by J. Michael Schween as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation.

Lauren Elizabeth Utzig  
Notary Public  
12/6/2017  
Commission Expiration



(NOTARY SEAL)



RECORDED 4/30/2014 AT 9:05 AM REC# 636900 BK# 2387 PG# 478  
JEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 3



**EXHIBIT "A"**

Said Lands:

**Township 13 North, Range 65 West of the 6<sup>th</sup> P.M.**

Section 9: S1/2S1/2 EXCEPT SE1/4SE1/4

Section 15: ALL EXCEPT NW1/4NW1/4

Section 16: ALL EXCEPT NE1/4NE1/4

Section 17: ALL EXCEPT N1/2NE1/4

Section 18: ALL

Section 19: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL



RECORDED 4/30/2014 AT 9:05 AM REC# 636900 BK# 2387 PG# 479  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 3

## **WARRANTY DEED**

J. Sloan Hales and Anna Marie Hales ("Grantor"), whose address is 1920 Evans Avenue, Cheyenne, WY 82001, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which are hereby acknowledged, do convey and warrant to EOG Resources, Inc., a Delaware corporation, ("Grantee"), whose address is 1111 Bagby, Sky Lobby 2, Houston, TX 77002, and its successors and assigns, the following described real estate situate in Laramie County, State of Wyoming:

A portion of Section 7, Township 13 North, Range 65 West of the 6th P.M., Laramie County, Wyoming, being more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 7, T13N, R65W, 6th P.M., COUNTY OF LARAMIE, STATE OF WYOMING, THENCE N00°17'52"E. 2621.49 FEET ALONG THE WEST LINE OF SAID SECTION 7, TO THE WEST 1/4 CORNER OF SAID SECTION 7; THENCE N.00°18'11"E. 1991.48 FEET ALONG THE WEST LINE OF SAID SECTION 7, TO A POINT WHICH BEARS S00°18'11"W. 630.08 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7; THENCE N.89°21'56"E. 1951.92 FEET; THENCE S.00°56'23"W. 4652.79 FEET TO A POINT ON THE SOUTH LINE OF THE SE1/4SW1/4 OF SAID SECTION 7, WHICH BEARS N.89°28'04"W. 660.01 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N.89°28'04"W. 1899.72 FEET TO THE POINT OF BEGINNING. CONTAINING 204.800 ACRES MORE OR LESS.

AND

A portion of Section 17, Township 13 North, Range 65 West of the 6th P.M., Laramie County, Wyoming, being more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, T13N, R65W, 6th P.M., COUNTY OF LARAMIE, STATE OF WYOMING. THENCE S.00°26'42"E. 1318.43 FEET ALONG THE EAST LINE OF SAID SECTION 17, TO THE SOUTHEAST CORNER OF THE N1/2NE1/4 OF SAID SECTION 17; THENCE N.89°18'09"W. 2641.74 FEET ALONG THE SOUTH LINE OF THE N1/2NE1/4 OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF THE N1/2NE1/4 OF SAID SECTION 17, THENCE N.00°02'21"W. 1321.58 FEET ALONG THE WEST LINE OF THE N1/2NE1/4 OF SAID SECTION 17, TO THE NORTH 1/4 CORNER OF SAID SECTION 17, THENCE S.89°14'11"E. 2652.92' FEET ALONG THE NORTH LINE OF SAID SECTION 17, TO THE POINT OF BEGINNING. CONTAINING 80.218 ACRES MORE OR LESS. ALSO KNOWN AS THE N1/2NE1/4 OF SECTION 17, TOWNSHIP 13 NORTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., LARAMIE COUNTY, WYOMING.

Together with all water and water rights, reservoir rights, ditches and ditch rights, wells, springs and underground water rights appurtenant to, or used in connection with, the above-described Property; and

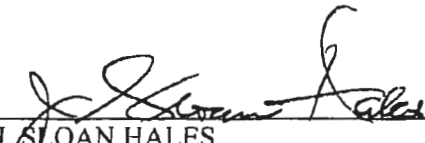
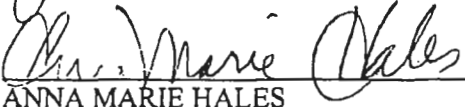
Together with all gravel and sand rights and rights to mine and produce gravel and sand on the Property; and

Together will all of Grantor's right, title and interest in and to all easements and other rights appurtenant to the Property.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said premises; that they are free from encumbrances; and Grantor warrants the title thereto against the lawful claims of all persons whomsoever; except for restrictions, reservations, easements and encumbrances of record.

Hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

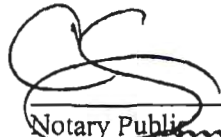
Dated: August 28, 2014.

  
\_\_\_\_\_  
J. SLOAN HALES  
  
\_\_\_\_\_  
ANNA MARIE HALES

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF LARAMIE        )

The foregoing instrument was acknowledged before me by J. Sloan Hales, this 28th day of August, 2014. My commission expires: 6-18-18

Witness my hand and official seal.


  
\_\_\_\_\_  
Notary Public

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF LARAMIE        )

CHRISTINA HAGGAR - NOTARY PUBLIC  
COUNTY OF LARAMIE    STATE OF WYOMING  
My Commission Expires 6-18-18

The foregoing instrument was acknowledged before me by Anna Marie Hales, this 28th day of August, 2014. My commission expires: 6-18-18

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

CHRISTINA HAGGAR - NOTARY PUBLIC  
COUNTY OF LARAMIE    STATE OF WYOMING  
My Commission Expires 6-18-18

### GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Agreement") is made on this 28th day of August, 2014, by and between J. Sloan Hales and Anna Marie Hales ("Grantor"), whose address is 1920 Evans Avenue, Cheyenne, WY 82001, and EOG Resources, Inc., a Delaware corporation ("Grantee"), whose address is 1111 Bagby, Sky Lobby 2, Houston, TX 77002.

#### *EXPLANATORY STATEMENT*

A. Grantor owns land situate in Laramie County, Wyoming ("Grantor Lands") described as follows:

Township 13 North, Range 65 West, 6<sup>th</sup> P.M., Laramie County, Wyoming

Section 6: S1/2 S1/2, W1/2 NW1/4 SE1/4, N1/2 SW1/4 lying South of the Chicago, Burlington & Quincy Railroad; also a portion of the N1/2, N1/2 SW1/4, all of the NE1/4, and all those portions of Lot 3 (NE1/4 NW1/4), Lot 5 (SW1/4 NW1/4), SE1/4 NW1/4 and that portion of the N1/2 SW1/4 lying North of the Chicago, Burlington and Quincy Railroad Right-of-Way

Section 7: All

B. Grantee has acquired, or will acquire, certain lands situate in Laramie County, Wyoming ("Grantee Lands") described as follows:

Township 13 North, Range 65 West, 6th P.M., Laramie County, Wyoming:

Section 9: S1/2S1/2 EXCEPT SE1/4SE1/4  
Section 15: ALL EXCEPT NW1/4NW1/4  
Section 16: ALL EXCEPT NE1/4NE1/4  
Section 17: ALL EXCEPT N1/2NE1/4  
Section 18: ALL  
Section 19: ALL  
Section 20: ALL  
Section 21: ALL  
Section 22: ALL

AND

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 7, T13N, R65W, 6th P.M., COUNTY OF LARAMIE, STATE OF WYOMING, THENCE N00°17'52"E. 2621.49 FEET ALONG THE WEST LINE OF SAID SECTION 7, TO THE WEST 1/4 CORNER OF SAID SECTION 7; THENCE N.00°18'11"E. 1991.48 FEET ALONG THE WEST LINE OF SAID SECTION 7, TO A POINT WHICH BEARS S00°18'11"W. 630.08 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7; THENCE N.89°21'56"E. 1951.92 FEET; THENCE S.00°56'23"W. 4652.79 FEET TO A POINT ON THE SOUTH LINE OF THE SE1/4SW1/4 OF SAID SECTION 7, WHICH BEARS

N.89°28'04"W. 660.01 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N.89°28'04"W. 1899.72 FEET TO THE POINT OF BEGINNING. CONTAINING 204.800 ACRES MORE OR LESS.

AND

BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, T13N, R65W, 6th P.M., COUNTY OF LARAMIE, STATE OF WYOMING, THENCE S.00°26'42"E. 1318.43 FEET ALONG THE EAST LINE OF SAID SECTION 17, TO THE SOUTHEAST CORNER OF THE N1/2NE1/4 OF SAID SECTION 17; THENCE N.89°18'09"W. 2641.74 FEET ALONG THE SOUTH LINE OF THE N1/2NE1/4 OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF THE N1/2NE1/4 OF SAID SECTION 17, THENCE N.00°02'21"W. 1321.58 FEET ALONG THE WEST LINE OF THE N1/2NE1/4 OF SAID SECTION 17, TO THE NORTH 1/4 CORNER OF SAID SECTION 17, THENCE S.89°14'11"E. 2652.92' FEET ALONG THE NORTH LINE OF SAID SECTION 17, TO THE POINT OF BEGINNING. CONTAINING 80.218 ACRES MORE OR LESS. ALSO KNOWN AS THE N1/2NE1/4 OF SECTION 17, TOWNSHIP 13 NORTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., LARAMIE COUNTY, WYOMING.

C. Grantor desires to grant to Grantee a one hundred fifty (150) foot wide non-exclusive, permanent and perpetual easement granting the right to cross on and over and to utilize a portion of Grantor's Lands for access, ingress, regress and egress to and from all parts of Grantee Lands, and for the further purposes of establishing, installing, utilizing, operating, maintaining, constructing, reconstructing, repairing, replacing, improving, utilizing, erecting, altering, paving, abandoning in place, or removing a roadway, utilities, power lines or pipelines, and for otherwise dealing with a roadway, utilities, power lines and pipelines within the Easement Area.

NOW, THEREFORE, in consideration of \$10.00 in hand paid, and other good and valuable consideration, including the consideration set forth in that Agreement for Purchase and Sale of Real Estate dated August 28, 2014, by and between Grantor and Grantee, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby agree and covenant that the following provisions shall bind Grantor Lands, for the benefit of the owners of Grantee Lands from time to time, and for their successors and assigns:

1. Easement. Grantor hereby conveys, grants and warrants to Grantee, its successors and assigns, a one hundred fifty (150) foot wide permanent and perpetual, non-exclusive easement across, over, on and under that portion of Grantor Lands described in Exhibit 1 annexed hereto and incorporated by this reference (collectively the "Easement Area"), for the purpose of providing Grantee, its agents, invitees, permittees, successors and assigns access, ingress, regress and egress to and from all or part of Grantee Lands, and for the further purposes of establishing, installing, utilizing, operating, maintaining, constructing, reconstructing, repairing, replacing, improving, utilizing, erecting, altering, paving, abandoning in place, or removing a roadway, utilities, power lines or pipelines, and for otherwise dealing with a roadway, utilities, power lines and pipelines within the Easement Area.

2 of 4

RECORDED 8/29/2014 AT 3:17 PM REC# 644619 BK# 2404 PG# 733  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 6

2. Easement Runs with the Land and Warranty of Title. The rights, conditions and provisions of this Agreement are appurtenant to, and shall run with, the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Grantor covenants that they are the surface owners of the lands located within the Easement Area, and they do hereby agree to warrant and defend title to the Easement Area being granted to Grantee. Each of the undersigned represent, covenant and warrant that it/they have no knowledge of any liens and encumbrances not shown in the public real estate records that could materially and adversely affect this grant, and that each has the right and authority to execute this instrument. Grantor does hereby release and waive any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

3. Governing Law. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming.

4. Inurement. The rights, duties, and obligations of the parties contained in this Agreement shall inure solely to the benefit of the parties and their respective successors and assigns, all of whom shall be fully bound and burdened by this Agreement.

5. No Partnership. This Agreement is not intended to create, and shall not be construed as creating, an association, trust or partnership.

6. Further Assurances. Grantor agrees that they will, upon the reasonable request of Grantee, cooperate in all respects, execute, acknowledge and deliver in proper form, any instruments of conveyance or further assurances reasonably necessary and desirable to perfect in Grantee, or its nominees, successors or assigns, the easement granted herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

***SIGNATURE PAGE TO FOLLOW***

---

RECORDED 8/29/2014 AT 3:17 PM REC# 644619 BK# 2404 PG# 734  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 6

J. Sloan Hales  
J. SLOAN HALES

Anna Marie Hales  
ANNA MARIE HALES

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me by J. Sloan Hales, this 28th day of August, 2014.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 6-18-18

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

CHRISTINA HAGAR - NOTARY PUBLIC  
COUNTY OF LARAMIE STATE OF WYOMING  
My Commission Expires 6-18-18

The foregoing instrument was acknowledged before me by Anna Marie Hales, this 28th day of August, 2014.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 6-18-18

CHRISTINA HAGAR - NOTARY PUBLIC  
COUNTY OF LARAMIE STATE OF WYOMING  
My Commission Expires 6-18-18

**EXHIBIT 1 TO GRANT OF EASEMENT**

**ROAD RIGHT-OF-WAY DESCRIPTION**

A 150' WIDE RIGHT-OF-WAY 28' ON THE RIGHT SIDE AND 122' ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

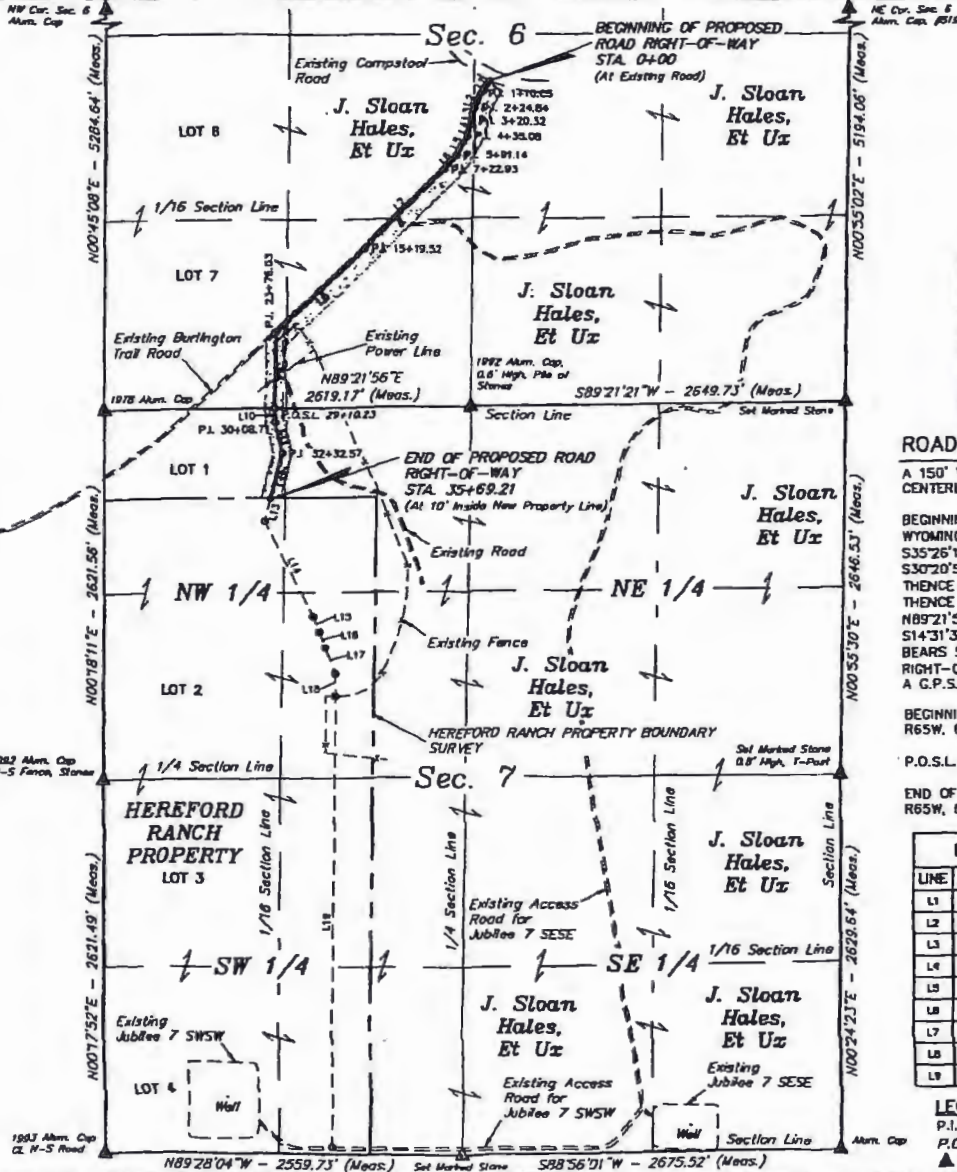
BEGINNING AT A POINT IN THE NW1/4SE1/4 OF SECTION 6, T13N, R65W, 6th P.M., COUNTY OF LARAMIE, STATE OF WYOMING. WHICH BEARS N.03°50'28"E. 2292.05' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE S.35°26'10"W. 110.05'; THENCE S.26°05'07"W. 114.79'; THENCE S.11°53'47"W. 95.49'; THENCE S.17°24'08"W. 114.76'; THENCE S.30°20'54"W. 156.06'; THENCE S.39°58'04"W. 131.79'; THENCE S.45°27'20"W. 796.59'; THENCE S.47°32'26"W. 856.51'; THENCE TRANSFERRING TO A 150' WIDE RIGHT-OF-WAY 75' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE S.01°41'37"W. 534.20' TO A POINT ON THE SOUTH LINE OF LOT 7 OF SAID SECTION 6, WHICH BEARS N.89°21'56"E. 1225.42' FROM THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE S.01°41'37"W. 98.48'; THENCE S.14°31'31"E. 223.86'; THENCE S.14°55'50"W. 336.63' TO A POINT IN LOT 1 OF SECTION 7, T13N, R65W, 6th P.M., WHICH BEARS S.62°15'30"E. 1346.64' FROM THE NORTHWEST CORNER OF SAID SECTION 7. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES.

  
RECORDED 8/29/2014 AT 3:17 PM REC# 644619 BK# 2404 PG# 736  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 6

Exhibit 1



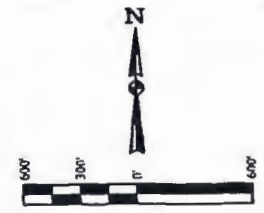
RECORDED 8/29/2014 AT 3:17 PM REC# 644619 BK# 2404 PG# 737  
 DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 6 OF 6



**EOG RESOURCES, INC.**  
**ROAD RIGHT-OF-WAY ON FEE LANDS**  
**(FOR HEREFORD RANCH)**  
 LOCATED IN SECTIONS 6 & 7, T13N, R65W, 6th P.M. LARAMIE COUNTY, WYOMING  
 BASIS OF BEARINGS  
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
J. SLOAN HALES, ET UX	3564.21	12.291	215.32

NOTE: PROPERTY LINES SHOWN HAVE BEEN RE-ESTABLISHED FROM COUNTY RECORDS AND HAVE NOT BEEN SURVEYED BY UNTAH ENGINEERING AND LAND SURVEYING. UNTAH DOES NOT WARRANT PROPERTY PARCEL DATA OR ANY ASSOCIATED INFORMATION. A PROPERTY SURVEY IS REQUIRED TO DETERMINE THE ACTUAL LOCATION OF PROPERTY LINES AND SHOW ACCURATE DISTANCES ACROSS PARCELS.



**ROAD RIGHT-OF-WAY DESCRIPTION ON J. SLOAN HALES, ET UX LANDS**

A 150' WIDE RIGHT-OF-WAY 28' ON THE RIGHT SIDE AND 122' ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE NW 1/4 SE 1/4 OF SECTION 6, T13N, R65W, 6th P.M., COUNTY OF LARAMIE, STATE OF WYOMING, WHICH BEARS N03°50'28"E 2292.05' FROM THE SAID SOUTH 1/4 CORNER OF SAID SECTION 6, THENCE S35°26'10"W 110.05'; THENCE S26°05'07"W 114.79'; THENCE S11°53'47"W 95.49'; THENCE S17°24'08"W 114.78'; THENCE S30°20'54"W 156.05'; THENCE S39°58'04"W 131.79'; THENCE S45°27'20"W 796.59'; THENCE S47°32'26"W 856.51'; THENCE TRANSFERRING TO A 150' WIDE RIGHT-OF-WAY 75' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE S01°41'37"W 534.20' TO A POINT ON THE SOUTH LINE OF LOT 7 OF SAID SECTION 6, WHICH BEARS N89°21'56"E 1225.42' FROM THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE S01°41'37"W 98.48'; THENCE S14°31'31"E 223.86'; THENCE S14°55'50"W 336.63' TO A POINT IN LOT 1 OF SECTION 7, T13N, R65W, 6th P.M., WHICH BEARS S62°15'30"E 1346.64' FROM THE NORTHWEST CORNER OF SAID SECTION 7. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 12.291 ACRES MORE OR LESS.

BEGINNING OF ROAD STA. 0+00 BEARS N03°50'28"E 2292.05' FROM THE SOUTH 1/4 CORNER OF SECTION 6, T13N, R65W, 6th P.M.

P.O.S.L. 29+10.23 BEARS N89°21'56"E 1225.42' FROM THE SOUTHWEST CORNER OF SECTION 6, T13N, R65W, 6th P.M.

END OF ROAD STA. 35+69.21 BEARS S62°15'30"E 1346.64' FROM THE NORTHWEST CORNER OF SECTION 7, T13N, R65W, 6th P.M.

LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S38°28'10"W	110.05'	L10	S01°41'37"W	98.48'
L2	S26°05'07"W	114.79'	L11	S14°31'31"E	223.86'
L3	S11°53'47"W	95.49'	L12	S14°55'50"W	336.63'
L4	S17°24'08"W	114.78'	L13	S14°55'50"W	104.20'
L5	S30°20'54"W	156.05'	L14	S20°32'21"E	794.85'
L6	S39°58'04"W	131.79'	L15	S21°07'15"E	110.20'
L7	S45°27'20"W	796.59'	L16	S21°07'32"E	118.04'
L8	S47°32'26"W	856.51'	L17	S21°28'33"E	180.30'
L9	S01°41'37"W	534.20'	L18	S00°53'18"E	181.89'
			L19	S00°36'25"W	3174.30'

**LEGEND:**  
 P.I. = POINT OF INTERSECTION  
 P.O.S.L. = POINT ON SECTION LINE  
 ▲ = SECTION CORNERS LOCATED.

**CERTIFICATE**

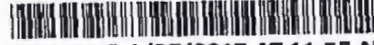
THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED BY ME IN FIELD AND THAT THE SAME ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]*  
 REGISTERED LAND SURVEYOR  
 STATE OF WYOMING  
 No. 1000  
 Date 08-10-14

**UNTAH**  
 ENGINEERING & LAND SURVEYING  
 Corporate Office \* 83 South 200 East  
 SHERIDAN, UT 84070 \* (435) 789-1017

SURVEYED BY: Z.B. N.J. SURVEY DATE: 05-26-14  
 DRAWN BY: T.B. DATE DRAWN: 07-01-14  
 SCALE: 1" = 600' FILE: 56954 REVISD: 07-10-14 M.D.

**ACCESS ROAD RIGHT-OF-WAY PLAT**



RECP #: 700831

RECORDED 1/25/2017 AT 11:25 AM BK# 2531 PG# 1717  
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 3

**Amendment to Surface Use and Damage Agreement**

By this Amendment to Surface Use and Damage Agreement ("Amendment") made effective and entered into this 12 day of December, 2016, by and between **EOG Resources, Inc.**, whose address is 600 17<sup>th</sup> Street, Suite 1000N, Denver, CO 80202 ("Operator"), and **EOG Resources, Inc.**, whose address is 600 17<sup>th</sup> Street, Suite 1000N, Denver, CO 80202, ("Surface Owner"), these parties hereby agree to amend the Surface Use and Damage Agreement dated April 8, 2014 of which a Memorandum was recorded at Book 2387, Page 477 of the Laramie County records ("SUA") between Operator and Surface Owner's predecessor in interest in regards to the "Said Land" described in the SUA:

**Township 13 North, Range 65 West, 6<sup>th</sup> P.M.**

**Section 2: Lots 1 through 5, inclusive, as set forth in the Final Plat of Blue Ribbon Estates, as recorded at Book 10, Page 66 (Rec# 630117)**

**Section 9: S1/2S1/2 EXCEPT SE1/4SE1/4**

**Section 15: ALL EXCEPT NW1/4NW1/4**

**Section 16: ALL EXCEPT NE1/4NE1/4**

**Section 17: ALL EXCEPT N1/2NE1/4**

**Section 18: ALL**

**Section 19: ALL**

**Section 20: ALL**

**Section 21: ALL**

**Section 22: ALL**

**Township 14 North, Range 65 West, 6<sup>th</sup> P.M.**

**Section 25: ARCHER RANCH SITE 47, ARCHER RANCH SITE 48**

**Township 14 North, Range 64 West, 6<sup>th</sup> P.M.**

**Section 30: ARCHER RANCH SITE 22, ARCHER RANCH SITE 23, ARCHER RANCH SITE 24, ARCHER RANCH SITE 25, ARCHER RANCH SITE 26**

**Section 31: ARCHER RANCH SITE 5, ARCHER RANCH SITE 6, ARCHER RANCH SITE 13, ARCHER RANCH SITE 14**

**Laramie County, Wyoming (Said Land)**

Whereas the Said Land described above shall replace and supersede the Said Land described in the SUA.

Except as modified herein the terms of said SUA remain unchanged in force and effect.

In consideration of the foregoing, Operator hereby agrees to pay to the order of Surface Owner the sum of **One Hundred and No/100ths Dollars (\$100.00)**. The payment described herein shall be paid to Surface Owner within forty-five (45) calendar days of the execution of

**Amendment to Surface Use and Damage Agreement**

this Amendment as provided herein.

Operator and Surface Owner by signing this Amendment agree to the terms set forth above.

**Operator:**  
EOG Resources, Inc.

*MLL*  
*RB*  
By: J. Michael Schween, Agent and Attorney-in-Fact

Date: 12/12/16

**Surface Owner:**  
EOG Resources, Inc.

By: J. Michael Schween, Agent and Attorney-in-Fact *MLL*  
*RB*

Date: 12/12/16

(Acknowledgements to follow)



RECP #: 700831  
RECORDED 1/25/2017 AT 11:25 AM BK# 2531 PG# 1718  
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 3

ACKNOWLEDGEMENTS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2016 by J. Michael Schween as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation.

Lisa Rickard  
Notary Public  
7/2/2018  
Commission Expiration

LISA R. RICKARD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144026000  
MY COMMISSION EXPIRES 07/02/2018

(NOTARY SEAL)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2016 by J. Michael Schween as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation.

Lisa Rickard  
Notary Public  
7/2/2018  
Commission Expiration

LISA R. RICKARD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144026000  
MY COMMISSION EXPIRES 07/02/2018

(NOTARY SEAL)



RECP #: 700831  
RECORDED 1/25/2017 AT 11:25 AM BK# 2531 PG# 1719  
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 3

**Exhibit C-2**

**OSLI Lands**

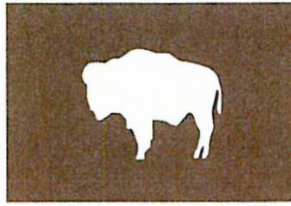
**Township 40 North, Range 72 West, 6<sup>th</sup> P.M.**

**Section 16: ALL**

**Converse County, Wyoming**

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)**

---

**PLEASE READ THESE INSTRUCTIONS CAREFULLY**

**The failure to fully complete the Application or provide all of the required information and documentation may result in a significant delay in the Office of State Lands and Investment's ability to consider the transaction.**

1. Provide a written description of how, if completed, the proposed land transaction will satisfy one or more of the **Trust Land Management Objectives**.
2. Provide a **map** of all land involved in the transaction, including adjacent state trust lands and adjacent land owners.
3. Fill out **Land Transaction Evaluation Form** using the **Evaluation Criteria Narrative Form** as a helpful guide and return with application. If this application is for an exchange, an evaluation form must be filled out for each parcel of State Trust Land and Private land.
4. If the applicant is not the surface lessee, please include a **Surface Lessee Notification and Comment Form**. This form **must be completed and signed by the surface lessee and submitted with the application**. You may use the online [surface plat book](#) feature to find the surface lessee.
5. If the applicant is a corporation or other legal entity, provide *evidence that it is qualified to do business in Wyoming*. This information may be obtained from the [Secretary of State's website](#).
6. Provide a list and estimated value of all lessee owned improvements including buildings, fences, wells, tanks, pipelines, etc. Show the location of the improvements on the map referenced in No. 2 above.
7. Provide any other information the applicant deems relevant to the Office's evaluation of the application.
8. Pay the Application fee of \$1,000.00. Please make checks payable to The Office of State Lands and Investments. (If the application does not progress to Category II status, the applicant is eligible for a 75% refund)

After completing the Application, please return it, along with all required information, documentation and fees, to:

Office of State Lands and Investments  
Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>TH</sup> Street  
Cheyenne, WY 82002

**APPLICATION TERMS AND CONDITIONS** (Please read carefully before filing)

**TRANSACTION COSTS BORNE BY THE APPLICANT or SUCCESSFUL BIDDER**

1. Survey: If a survey is required, the applicant shall acquire a Wyoming Certified Survey at their own expense.
2. Appraisal Fee: The applicant will be required to order and pay for the appraisal(s).
3. Advertising: The Office of State Lands and Investments (OSLI) will arrange for all newspaper advertising and payment will be collected from buyer at closing.
4. All fees incurred to close the transaction.
5. A \$25.00 deed processing fee.
6. An application fee of \$1,000.00.

All land transactions must be in accordance with the Trust Land Management Objectives and land will be appraised for its highest and best use with the assumption of legal access. All state trust land approved for disposal shall be sold at public auction to the highest bidder.

**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**

**APPLICANT DATA:** *The full legal name of the Applicant or the business entity name on file with the Wyoming Secretary of State, including a Certificate of Good Standing, must be provided for all business entities. Please note, all application documents will become public record.*

Applicant

Name: EOG Resources, Inc. Phone: (303) 824-5404

Mailing

Address: 600 17th Street, Suite 1000N, Denver, CO 80202 Email: Mason\_Smith2@eogresources.com

**This application is for:**

STATE TRUST LAND (Disposal)  DEEDED LAND (Acquisition)  BOTH (Exchange)

Legal Description of Land in Township, Range, Section, Description format:

*Example: Township 52N., Range 98W., Section 16: the E1/2, containing 320 acres*

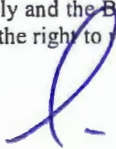
Township 40 North, Range 72 West, 6th P.M. +

Section 16: All +

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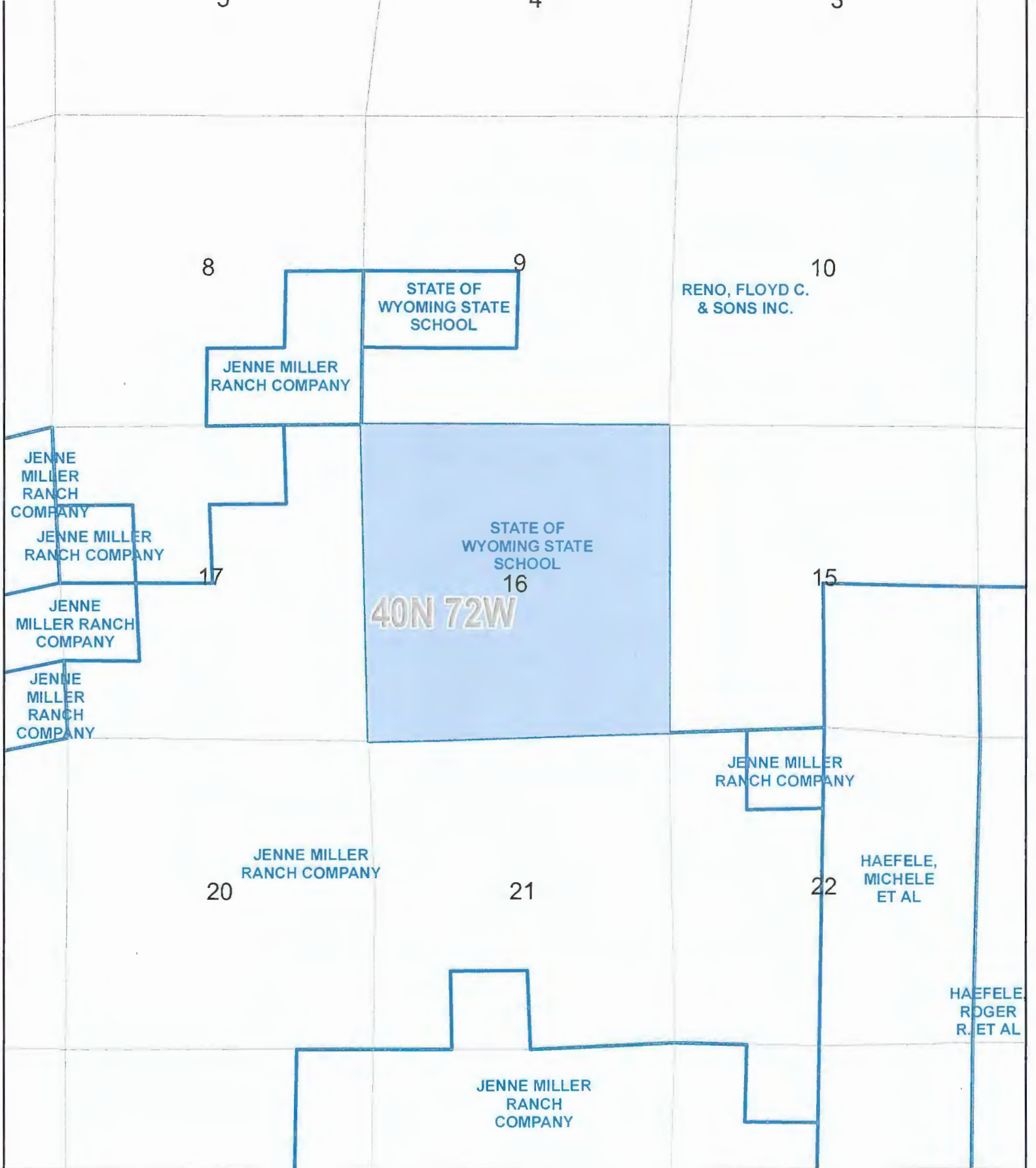
I hereby propose the parcel(s) described above be considered for the proposed transaction pursuant to the Rules and Regulations of the Board of Land Commissioners and Wyoming State Statutes. I acknowledge that submission of this application will initiate a process for the consideration of a land transaction on the surface estate only and the Board of Land Commissioners and the Office of State Lands and Investments reserve the right to reject this application at any time prior to the execution of a Patent or Warranty Deed.

Signature: \_\_\_\_\_



Date: 7/22/20





SURFACE OWNERSHIP  
T40N R72W  
Section 16

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
sifmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.

## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.**

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)

Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 40 North, Range 72 West, 6th P.M.  
Section 16: All

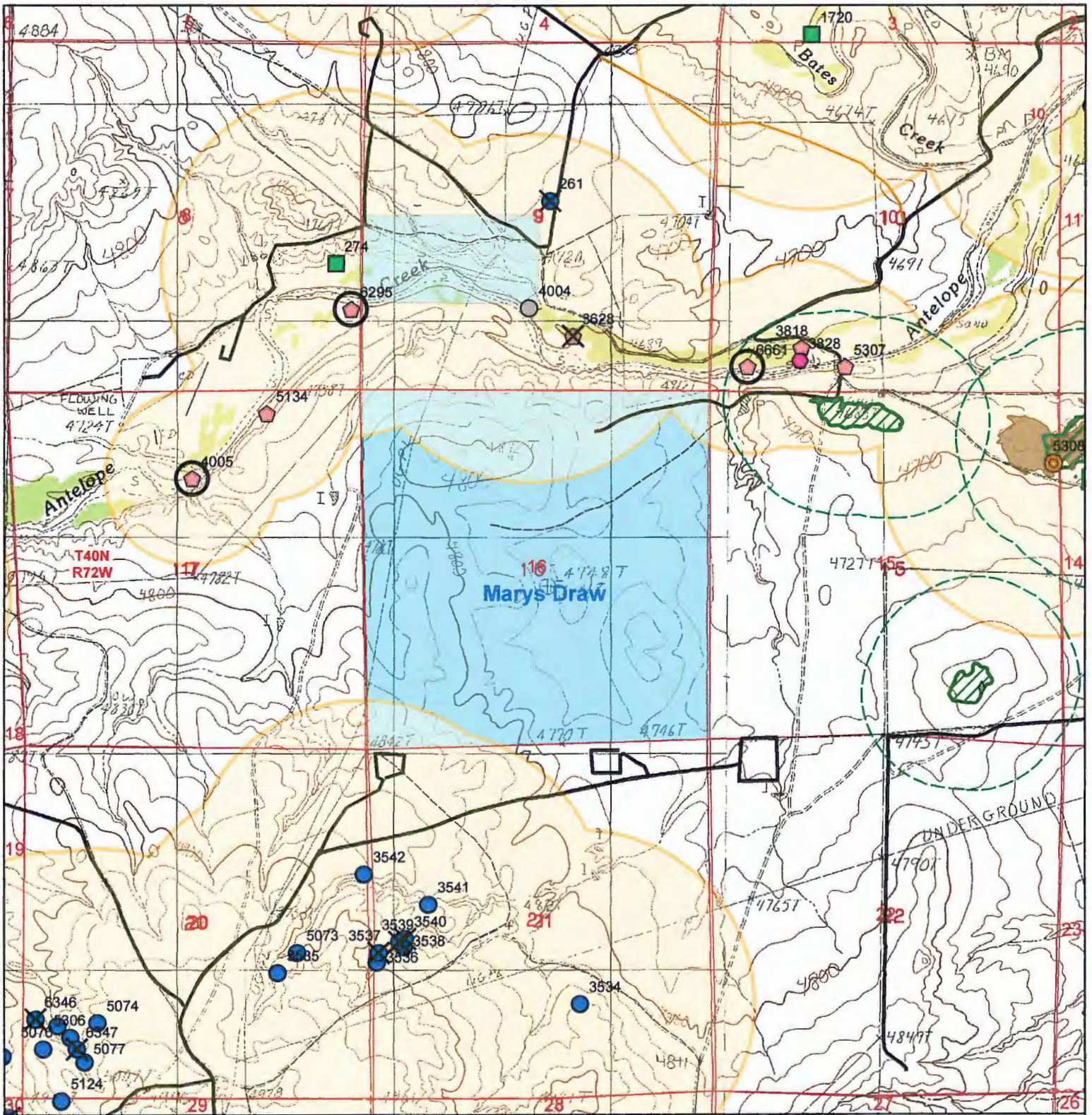
Applicant Name: EOG Resources, Inc.

Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@eogresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$750/Acre
2.	How is the land currently used?	Agriculture/Grazing
3.	What is the highest and best use of the parcel?	Commercial
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agricultural
5.	Is the land currently leased and at what rate?	Yes/Grazing/Lease Rate Unknown
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	No
8.	Does the parcel have merchantable timber?	Est. board feet: N/A
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Oil & Gas Production
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Isolated
13.	What is the nature and extent of existing infrastructure? (roads, utilities, power, telephone, water or sewer availability)	Limited
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	See attached plat & comments
15.	Are threatened or endangered species on the parcel?	See attached plat & comments
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	No
17.	Does the parcel have known cultural, archaeological or paleontological values?	None identified, see attached plat
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: No
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	No
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Unknown
22.	Are there any Conservation Easements on the land in question?	Unknown



- |  |                  |  |                  |  |                                   |  |               |
|--|------------------|--|------------------|--|-----------------------------------|--|---------------|
|  | Active Nest 2019 |  | American Kestrel |  | Mountain Plover Potential Habitat |  | State Lands   |
|  | Gone Nest 2019   |  | Burrowing Owl    |  | Plover 0.25-Mile Buffer **        |  | Private Lands |
|  | BLM Nest Buffer  |  | Ferruginous Hawk |  | Prairie Dog Colony                |  |               |
|  |                  |  | Golden Eagle     |  |                                   |  |               |
|  |                  |  | Red-tailed Hawk  |  |                                   |  |               |
|  |                  |  | Unknown Raptor   |  |                                   |  |               |

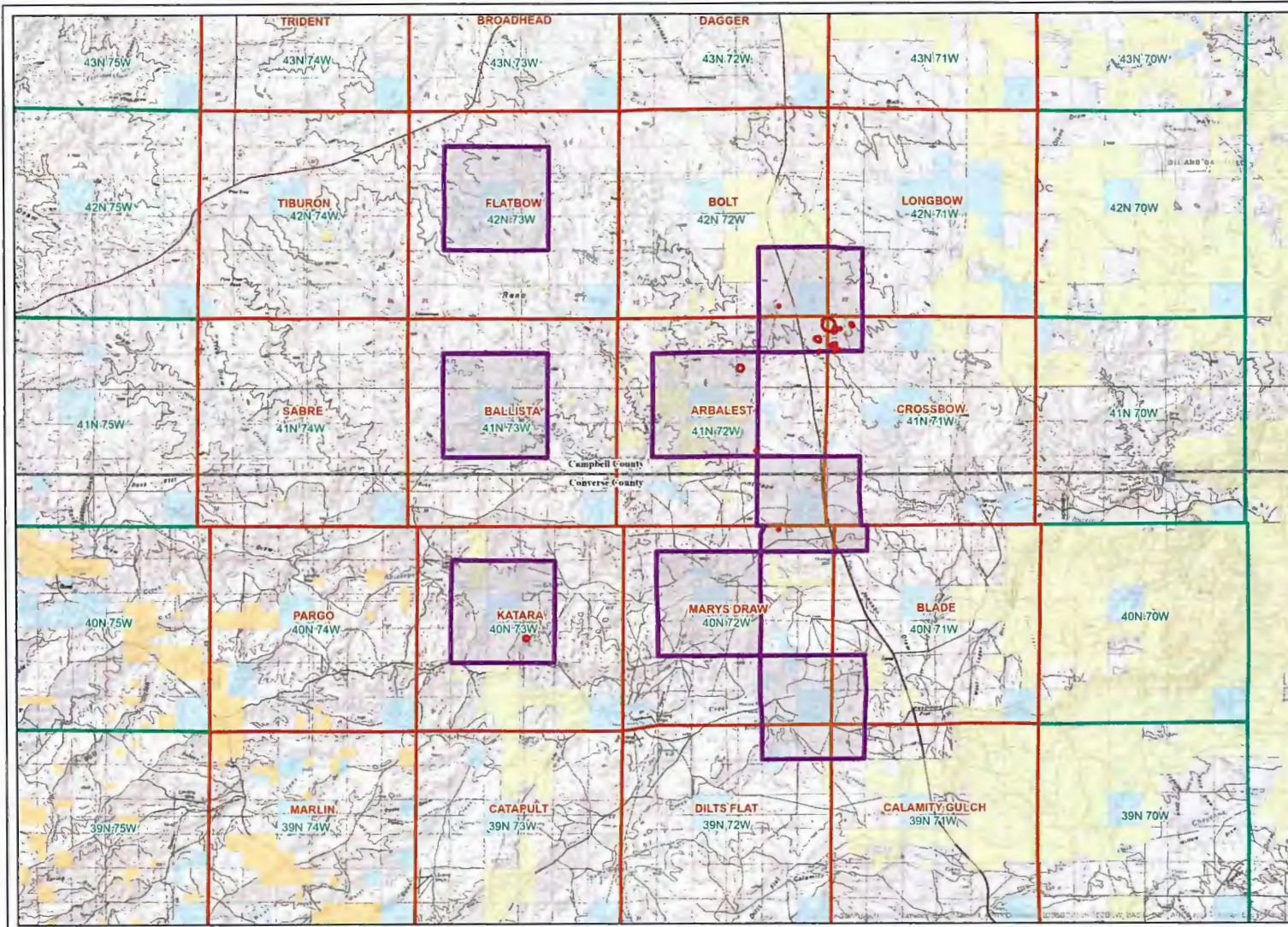
\*\* If occupied during breeding season

**SECTION 16  
T40N:R72W  
MARY'S DRAW**



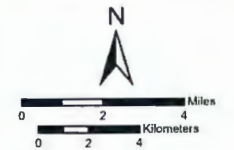
**Section 16 T40N:R72W – Mary's Draw**

- Some nest buffers on portions of Section 16 and surrounding sections (0.25- or 0.5-mile, February 1 – July 31).
- Potential mountain plover habitat in Section 15. If possible, should be surveyed during breeding season (May 1 – June 15) and if determined to be occupied, a 0.25-mile buffer may be applied March 15 – July 31.
- Antelope Creek and Bates Creek run just north of Section 16. Disturbance of riparian corridor should be avoided.
- No other known wildlife issues



**Crossbow State and Surrounding Sections Cultural Resource Desktop Overview Map Legend**

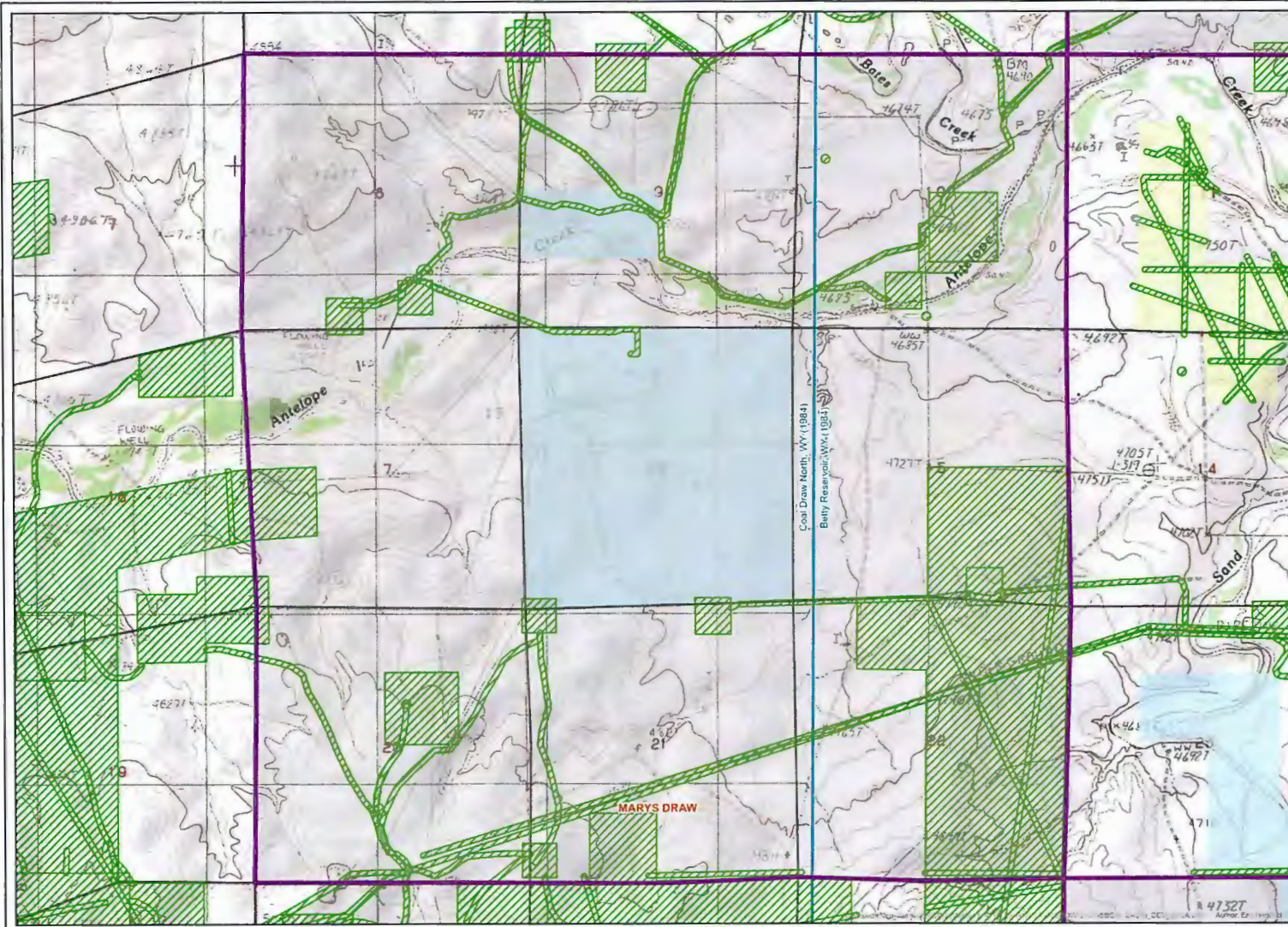
- Analysis Area
  - Avoidance Area
  - EOG Project Boundary
  - County Boundary
  - Township/Range Boundary
- Surface Ownership**
- BLM
  - Forest Service
  - Private
  - State
  - Other



Base Map: USA Topo Maps<sup>®</sup>  
 2013 National Geographic Society, I-cubed  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 7/13/2020

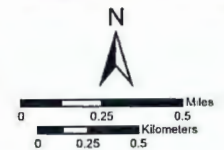
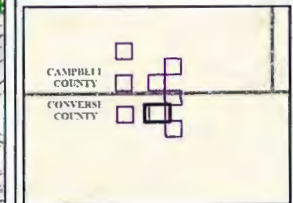
**SWCA**  
 ENVIRONMENTAL CONSULTANTS

295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com



**Crossbow State and Surrounding Sections Cultural Resource Desktop Mapbook - T40N R72W S16 Project Area Legend**

- Analysis Area
  - Previous Inventory (SHPO Data)
  - EOG Project Boundary
  - County Boundary
  - Section Boundary
  - Township/Range Boundary
  - Topo Quad Boundary
- Surface Ownership**
- Forest Service
  - Private
  - State



Base Map: USA Topo Maps®  
 2013 National Geographic Society, I-cubed  
 Township: 40N Range: 72W  
 Quad angle: Betty Reserve, WY (1984),  
 Coal Draw North, WY (1984)  
 Converse County, Wyoming  
 NAD 1983 UTM Zone 13N  
 Scale: 1:24,000  
 7/13/2020

**SWCA**  
 ENVIRONMENTAL CONSULTANTS

295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

**Surface Lessee Notification and Comment Form**

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted with the completed application. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

Applicant Name EOG Resources, Inc. Phone (303) 824-5404

Address 600 17th Street, Suite 1000N, Denver, CO 80202 Email Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**

Township 40 North, Range 72 West, 6th P.M.  
Section 16: All  
Lease #: 1-8077

**Description of Proposal:**

EOG Resources, Inc. intends to exchange EOG owned property in Laramie County, WY for the above described parcel of Wyoming Office of State Land and Investments property in Converse County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

Lease Number 1-8077 Lessee Name Reno

Lessee Address \_\_\_\_\_ Phone \_\_\_\_\_

Lessee Comment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



=====

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Return Receipt			\$2.85
USPS Return Receipt # 9590940257620003965395			
<b>Total:</b>			<b>\$6.95</b>

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Credit Card Remitd \$6.95

Card Name: AMEX  
 Account #: XXXXXXXXXXX3001  
 Approval #: 842713  
 Transaction #: 867  
 AID: A000000025010801 Chip  
 AL: AMERICAN EXPRESS  
 PIN: Not Required

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55  
 Total Postage and Fees \$6.95



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## WARRANTY DEED

Arp and Hammond Hardware Company, a Wyoming corporation, also known as ARP and Hammond Hardware Company, also known as Arp & Hammond Hardware Company, also known as Arp & Hammond Hardware Company, Inc. ("Grantor"), whose address is 1825 Campstool Road, Cheyenne, Wyoming, 82007, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof are hereby acknowledged, does convey and warrant to Frontier Plains, LLC, a Wyoming limited liability company ("Grantee"), whose address is 1720 Carey Avenue, Suite 400, Cheyenne, Wyoming, 82001, and its successors and assigns, the following described real estate situate in Laramie County, State of Wyoming:

Township 13 North, Range 65 West, 6th P.M., Laramie County, Wyoming

Section 9: S1/2S1/2 EXCEPT SE1/4SE1/4  
Section 15: ALL EXCEPT NW1/4NW1/4  
Section 16: ALL EXCEPT NE1/4NE1/4  
Section 17: ALL EXCEPT N1/2NE1/4  
Section 18: ALL  
Section 19: ALL  
Section 20: ALL  
Section 21: ALL  
Section 22: ALL

Together with all water and water rights, ditches and ditch rights, wells, springs and underground water rights appurtenant to, or used in connection with, the above-described property;

Together with all gravel and sand rights and rights to mine and produce gravel and sand, but excluding and reserving unto Grantor all oil, gas and other mineral rights owned by Grantor.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said premises; that they are free from encumbrances; and Grantor warrants the title thereto against the lawful claims of all persons whomsoever; except for restrictions, reservations, easements and encumbrances of record.

Hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 20<sup>th</sup> day of March, 2014.

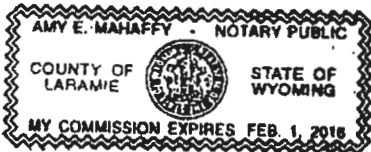
ARP AND HAMMOND HARDWARE COMPANY

By: *Doran E. Lummis*  
Doran E. Lummis, President

STATE OF WYOMING    )  
                                  ) ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of March, 2014, by Doran E. Lummis, the President of Arp and Hammond Hardware Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Witness my hand and official seal. My Commission expires: 2/1/2016



Amy E Mahaffy  
Notary Public

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Agreement") is made on this 20<sup>th</sup> day of March, 2014, by and among Lummis Livestock Company, LLC, a Wyoming limited liability company ("Grantor"), Old Horse Pasture, Inc., a Wyoming corporation ("Section 13 Grantor"), and Frontier Plains, LLC, a Wyoming limited liability company ("Grantee").

### *EXPLANATORY STATEMENT*

A. Grantor owns land situate in Laramie County, Wyoming ("Grantor Lands") described as follows:

Township 13 North, Range 66 West, 6th P.M., Laramie County, Wyoming:

Section 1: SW1/4SW1/4  
Section 2: S1/2  
Section 12: ALL

B. Section 13 Grantor owns land situate in Laramie County, Wyoming ("Section 13 Grantor Lands") described as follows:

Township 13 North, Range 66 West, 6th P.M., Laramie County, Wyoming:

Section 13: ALL

C. Grantee has acquired, or intends to acquire, from an affiliate of Grantor, Arp and Hammond Hardware Company, certain lands situate in Laramie County, Wyoming ("Grantee Lands") described as follows:

Township 13 North, Range 65 West, 6th P.M., Laramie County, Wyoming:

Section 9: S1/2S1/2 EXCEPT SE1/4SE1/4  
Section 15: ALL EXCEPT NW1/4NW1/4  
Section 16: ALL EXCEPT NE1/4NE1/4  
Section 17: ALL EXCEPT N1/2NE1/4  
Section 18: ALL  
Section 19: ALL  
Section 20: ALL  
Section 21: ALL  
Section 22: ALL

D. Grantor and Section 13 Grantor desire to grant to Grantee a forty (40) foot wide non-exclusive, permanent and perpetual surface easement granting the right to cross on and over and to utilize a portion of the surface of Grantor Lands and a portion of the surface of Section 13 Grantor Lands for access, ingress, regress and egress to and from all parts of Grantee Lands and Burlington Trail Road, and for the further purposes of establishing, installing, operating, maintaining, constructing, reconstructing, repairing, replacing, improving, utilizing, altering, paving, or removing a roadway, and for otherwise dealing with a roadway within the Easement Area.

NOW, THEREFORE, in consideration of the Explanatory Statement (which is a substantive part hereof) and other good and valuable consideration, including the consideration set forth in that Agreement for Purchase and Sale of Real Estate dated March 13, 2014, by and between Arp and Hammond Hardware Company, and Grantee, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby agree and covenant that the following provisions shall bind Grantor Lands and Section 13 Grantor Lands, for the benefit of the owners of Grantee Lands from time to time, and for their successors and assigns:

1. Easement. Grantor and Section 13 Grantor hereby convey, grant and warrant to Grantee, its successors and assigns, a forty (40) foot wide permanent and perpetual, non-exclusive easement over and on the surface of that portion of Grantor Lands and Section 13 Grantor Lands described in Exhibit 1 annexed hereto and incorporated by this reference (collectively the "Easement Area"), for the purpose of providing Grantee, its agents, invitees, permittees, successors and assigns access, ingress, regress and egress to and from all or part of Grantee Lands and Burlington Trail Road, and for the further purposes of establishing, installing, operating, maintaining, constructing, reconstructing, repairing, replacing, improving, utilizing, altering, paving, or removing and maintaining a roadway, and for otherwise dealing with a roadway within the Easement Area

2. Easement Runs with the Land and Warranty of Title. The rights, conditions and provisions of this Agreement are appurtenant to, and shall run with, the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Grantor and Section 13 Grantor covenant that they are the surface owners of the lands located within the Easement Area that they are each granting, and they do hereby agree to warrant and defend title to the portion of the Easement Area that each grantor is granting herein. Each of the undersigned represents, covenants and warrants that it has no knowledge of any liens and encumbrances not shown in the public real estate records that could materially and adversely affect this grant, and that each has the right and authority to execute this instrument.

3. Governing Law; Consent to Jurisdiction and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

4. Inurement. The rights, duties, and obligations of the parties contained in this Agreement shall inure solely to the benefit of the parties and their respective successors and assigns, all of whom shall be fully bound and burdened by this Agreement.

5. No Partnership. This Agreement is not intended to create, and shall not be construed as creating, an association, trust or partnership.

6. Further Assurances. Grantor and Section 13 Grantor agree that they will, upon the reasonable request of Grantee, cooperate in all respects, execute, acknowledge and deliver in proper form, any instruments of conveyance or further assurances reasonably necessary and

desirable to perfect in Grantee, or its nominees, successors or assigns, the easement granted herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

LUMMIS LIVESTOCK COMPANY, LLC

By: Doran E Lummis  
Doran E. Lummis, Managing Member

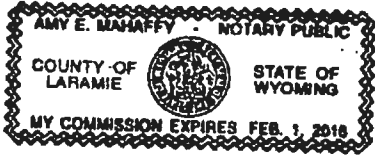
OLD HORSE PASTURE, INC.

By: Doran E Lummis  
Doran E. Lummis, President

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of March, 2014, by Doran E. Lummis, the Managing Member of Lummis Livestock Company, LLC, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of this entity.

Witness my hand and official seal. My Commission expires: 2/1/2016



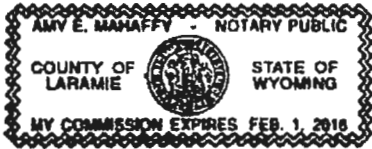
Amy E Mahaffy  
Notary Public

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of March, 2014, by Doran E. Lummis, the President of Old Horse Pasture, Inc., the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary

act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of this entity.

Witness my hand and official seal. My Commission expires: 2/1/2016



Amy E. Mahaffy  
Notary Public



EXHIBIT 1 TO GRANT OF EASEMENT

**PARCEL "A" ROAD RIGHT-OF-WAY DESCRIPTION**

A 40' WIDE RIGHT-OF-WAY ON THE RIGHT SIDE OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT A POINT IN THE NW 1/4 SE 1/4 OF SECTION 2, T13N, R66W, 6th P.M., WHICH BEARS N56°49'52"W 3002.49' FROM THE SOUTHEAST CORNER OF SAID SECTION 2, SAID POINT ALSO BEING ON THE NORTH PROPERTY LINE OF LUMMIS LIVESTOCK COMPANY LANDS, THENCE ALONG SAID PROPERTY LINE THE FOLLOWING:

S56°09'50"E 388.66' TANGENT TO, AND TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 03°15'52" AND A RADIUS OF 2964.93'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 168.92'; THENCE S89°25'53"E 102.70' TANGENT TO, AND TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 12°33'13" AND A RADIUS OF 2914.93'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 638.66' TO A POINT IN THE SW 1/4 SE 1/4 OF SAID SECTION 2, WHICH BEARS N51°11'16"W 1740.44' FROM THE SOUTHEAST CORNER OF SAID SECTION 2. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.193 ACRES MORE OR LESS.

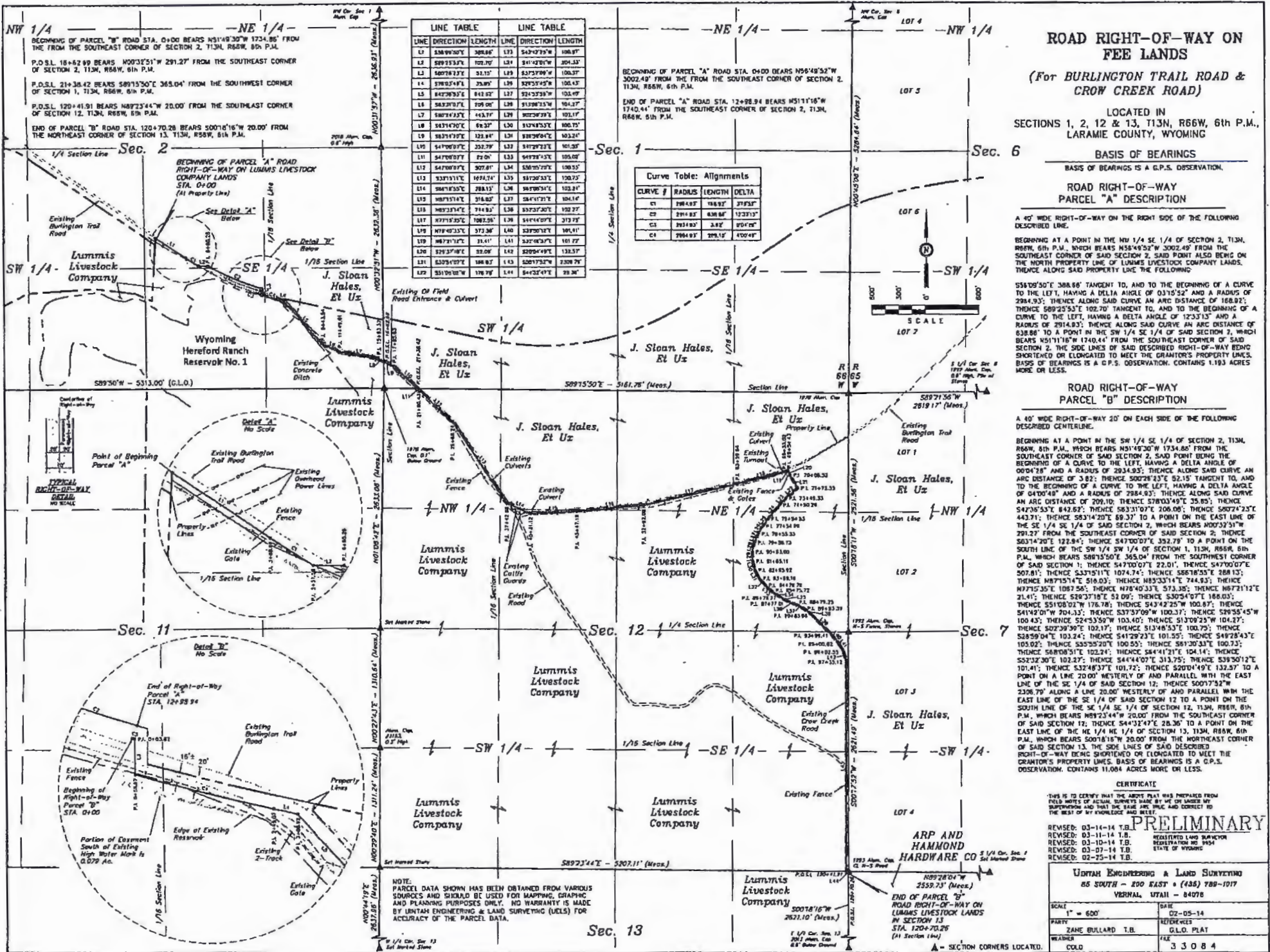
**PARCEL "B" ROAD RIGHT-OF-WAY DESCRIPTION**

A 40' WIDE RIGHT-OF-WAY 20' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SE 1/4 OF SECTION 2, T13N, R66W, 6th P.M., WHICH BEARS N51°49'30"W 1734.86' FROM THE SOUTHEAST CORNER OF SAID SECTION 2, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 00°04'28" AND A RADIUS OF 2934.93'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 3.82'; THENCE S00°26'23"E 52.15' TANGENT TO, AND TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 04°00'49" AND A RADIUS OF 2984.93'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 209.10; THENCE S78°03'49"E 35.85'; THENCE S42°36'53"E 642.62'; THENCE S63°31'07"E 206.08'; THENCE S80°24'23"E 443.71'; THENCE S63°14'20"E 69.37' TO A POINT ON THE EAST LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 2, WHICH BEARS N00°32'51"W 291.27' FROM THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE S63°14'20"E 122.94'; THENCE S47°00'07"E 352.79' TO A POINT ON THE SOUTH LINE OF THE SW 1/4 SW 1/4 OF SECTION 1, T13N, R66W, 6th P.M., WHICH BEARS S89°15'50"E 365.04' FROM THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S47°00'07"E 22.01'; THENCE S47°00'07"E 507.81'; THENCE S33°15'11"E 1074.74'; THENCE S66°18'55"E 288.13'; THENCE N87°15'14"E 516.03'; THENCE N85°33'14"E 744.93';

THENCE N77°15'35"E 1067.56'; THENCE N76°40'33"E 573.38'; THENCE N67°21'12"E 21.41'; THENCE S29°37'18"E 52.09'; THENCE S30°54'07"E 166.03'; THENCE S51°08'02"W 176.78'; THENCE S43°42'25"W 100.87'; THENCE S41°42'01"W 204.33'; THENCE S37°57'09"W 100.37'; THENCE S29°55'45"W 100.43'; THENCE S24°53'59"W 103.40'; THENCE S13°09'25"W 104.27'; THENCE S02°39'39"E 102.17'; THENCE S13°48'53"E 100.75'; THENCE S28°59'04"E 103.24'; THENCE S41°29'23"E 101.55'; THENCE S49°28'43"E 105.02'; THENCE S55°55'20"E 100.55'; THENCE S61°30'33"E 100.73'; THENCE S68°08'51"E 102.24'; THENCE S64°41'21"E 104.14'; THENCE S52°32'30"E 102.27'; THENCE S44°44'07"E 313.75'; THENCE S39°50'12"E 101.41'; THENCE S32°48'37"E 101.72'; THENCE S20°04'49"E 132.57' TO A POINT ON A LINE 20.00' WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SE 1/4 OF SAID SECTION 12; THENCE S00°17'52"W 2306.79' ALONG A LINE 20.00' WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SE 1/4 OF SAID SECTION 12 TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SECTION 12, T13N, R66W, 6th P.M., WHICH BEARS N89°23'44"W 20.00' FROM THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S44°32'47"E 28.36' TO A POINT ON THE EAST LINE OF THE NE 1/4 NE 1/4 OF SECTION 13, T13N, R66W, 6th P.M., WHICH BEARS S00°18'16"W 20.00' FROM THE NORTHEAST CORNER OF SAID SECTION 13. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 11.084 ACRES MORE OR LESS.

EXHIBIT 1 TO GRANT OF EASEMENT



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S89°50'00"W	308.86'	L73	S42°07'33"W	106.97'
L2	S89°53'37"E	102.70'	L74	S41°42'01"W	204.33'
L3	S89°58'17"E	52.17'	L75	S27°57'09"W	106.37'
L4	S78°02'47"E	29.89'	L76	S27°53'42"E	106.43'
L5	S42°28'32"E	842.82'	L77	S24°32'59"W	104.97'
L6	S42°28'32"E	295.00'	L78	S12°08'13"W	104.37'
L7	S42°28'32"E	443.71'	L79	S07°32'29"E	102.17'
L8	S43°14'20"E	69.37'	L80	S12°48'53"E	100.73'
L9	S43°14'20"E	123.84'	L81	S08°39'04"E	103.24'
L10	S41°00'07"E	252.79'	L82	S47°29'23"E	101.30'
L11	S47°00'07"E	72.00'	L83	S49°28'13"E	105.00'
L12	S47°00'07"E	307.81'	L84	S36°05'20"E	100.35'
L13	S33°15'11"E	1629.74'	L85	S31°30'33"E	120.75'
L14	S46°18'32"E	288.13'	L86	S48°00'54"E	102.81'
L15	S46°18'32"E	316.83'	L87	S41°47'21"E	104.16'
L16	S46°18'32"E	714.82'	L88	S37°32'00"E	152.77'
L17	S27°15'11"E	1089.26'	L89	S44°40'27"E	213.75'
L18	N79°40'33"E	373.36'	L90	S39°08'12"E	106.41'
L19	N87°10'12"E	21.41'	L91	S32°48'32"E	101.77'
L20	S29°34'06"E	33.00'	L92	S29°04'49"E	133.57'
L21	S29°14'27"E	186.87'	L93	S28°17'52"W	2308.79'
L22	S51°02'10"W	176.79'	L94	S42°37'47"E	29.36'

Curve Table: Alignments			
CURVE #	RADIUS	LENGTH	DELTA
C1	2984.87'	186.97'	37°33'
C2	2911.82'	636.84'	102°21'
C3	2934.87'	248'	80°40'
C4	2984.87'	229.12'	40°44'

### ROAD RIGHT-OF-WAY ON FEE LANDS

(For BURLINGTON TRAIL ROAD & CROW CREEK ROAD)

LOCATED IN SECTIONS 1, 2, 12 & 13, T13N, R66W, 6th P.M., LARAMIE COUNTY, WYOMING

#### BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

#### ROAD RIGHT-OF-WAY PARCEL "A" DESCRIPTION

A 40' WIDE RIGHT-OF-WAY ON THE RIGHT SIDE OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT A POINT IN THE NW 1/4 SE 1/4 OF SECTION 2, T13N, R66W, 6th P.M., WHICH BEARS N58°49'52"W 3002.49' FROM THE SOUTHWEST CORNER OF SAID SECTION 2, SAID POINT ALSO BEING ON THE NORTH PROPERTY LINE OF LUMMI'S LIVESTOCK COMPANY LANDS, THENCE ALONG SAID PROPERTY LINE THE FOLLOWING:

S54°09'50"E 388.68' TANGENT TO, AND TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 03°15'52" AND A RADIUS OF 2884.93'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 168.92'; THENCE S69°25'53"E 102.70' TANGENT TO, AND TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 12°33'15" AND A RADIUS OF 2914.83'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 638.86' TO A POINT IN THE SW 1/4 SE 1/4 OF SAID SECTION 2, WHICH BEARS N51°11'18"W 1740.44' FROM THE SOUTHWEST CORNER OF SAID SECTION 2, THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTEE'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.193 ACRES MORE OR LESS.

#### ROAD RIGHT-OF-WAY PARCEL "B" DESCRIPTION

A 40' WIDE RIGHT-OF-WAY 20' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTRELINE.

BEGINNING AT A POINT IN THE SW 1/4 SE 1/4 OF SECTION 2, T13N, R66W, 6th P.M., WHICH BEARS N51°49'52"W 1734.82' FROM THE SOUTHWEST CORNER OF SAID SECTION 2, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 00°47'29" AND A RADIUS OF 2824.93'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 3.82'; THENCE S67°15'12"E 52.15' TANGENT TO, AND TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 04°00'48" AND A RADIUS OF 2984.93'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 209.10'; THENCE S78°03'40"E 35.35'; THENCE S42°36'53"E 814.83'; THENCE S83°10'07"E 206.00'; THENCE S07°24'23"E 443.71'; THENCE S63°14'20"E 69.37' TO A POINT ON THE EAST LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 2, WHICH BEARS N00°32'51"W 293.27' FROM THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE S63°14'20"E 122.84'; THENCE S47°00'07"E 352.79' TO A POINT ON THE SOUTH LINE OF THE SW 1/4 SE 1/4 OF SECTION 1, T13N, R66W, 6th P.M., WHICH BEARS S08°15'00"E 365.04' FROM THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S47°00'07"E 22.01'; THENCE S47°00'07"E 507.81'; THENCE S33°15'11"E 1074.74'; THENCE S48°18'32"E 288.13'; THENCE N47°15'14"E 516.03'; THENCE N85°33'14"E 744.93'; THENCE N77°15'35"E 1087.56'; THENCE N78°40'33"E 573.35'; THENCE N67°21'12"E 21.41'; THENCE S29°37'18"E 54.09'; THENCE S30°04'07"E 168.03'; THENCE S51°02'10"W 176.79'; THENCE S42°48'25"W 102.81'; THENCE S41°02'10"W 204.33'; THENCE S37°07'25"W 102.37'; THENCE S28°55'45"W 100.43'; THENCE S24°32'59"W 103.40'; THENCE S13°09'25"W 104.27'; THENCE S02°39'39"E 102.17'; THENCE S13°48'53"E 100.73'; THENCE S38°59'04"E 103.24'; THENCE S41°29'23"E 101.55'; THENCE S48°28'43"E 105.92'; THENCE S25°50'20"E 100.50'; THENCE S69°30'37"E 100.73'; THENCE S68°05'12"E 102.24'; THENCE S44°47'21"E 104.14'; THENCE S52°32'30"E 102.27'; THENCE S44°44'07"E 313.75'; THENCE S39°50'12"E 101.41'; THENCE S32°48'32"E 101.72'; THENCE S20°04'49"E 132.57' TO A POINT ON A LINE 20.00' NORTHERLY OF AND PARALLEL WITH THE EAST LINE OF THE SE 1/4 OF SAID SECTION 12; THENCE S00°17'32"W 2306.79' ALONG A LINE 20.00' WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SE 1/4 OF SAID SECTION 12 TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SECTION 12, T13N, R66W, 6th P.M., WHICH BEARS N87°24'44"W 1740.44' FROM THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE S43°34'47"E 28.36' TO A POINT ON THE EAST LINE OF THE NE 1/4 SE 1/4 OF SECTION 13, T13N, R66W, 6th P.M., WHICH BEARS S00°18'18"W 20.00' FROM THE NORTHEAST CORNER OF SAID SECTION 13, THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTEE'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 11.064 ACRES MORE OR LESS.

#### CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAN WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE LINE AND BEARINGS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REVISED: 03-14-14 T.B.  
 REVISED: 03-11-14 T.B.  
 REVISED: 03-10-14 T.B.  
 REVISED: 03-07-14 T.B.  
 REVISED: 02-25-14 T.B.

**PRELIMINARY**

REGISTERED LAND SURVEYOR  
 STATE OF WYOMING

UTAH ENGINEERING & LAND SURVEYING  
 85 SOUTH - 200 EAST - (435) 789-1017  
 VERNAL, UTAH - 84076

SCALE: 1" = 600'  
 DATE: 02-05-14  
 PARTS: 1  
 REVISIONS: ZANE BULLARD T.B.  
 DRAWN BY: G.L.O. PLAT  
 CHECKED BY: [Blank]  
 WEAVER: [Blank]  
 COLOR: [Blank]

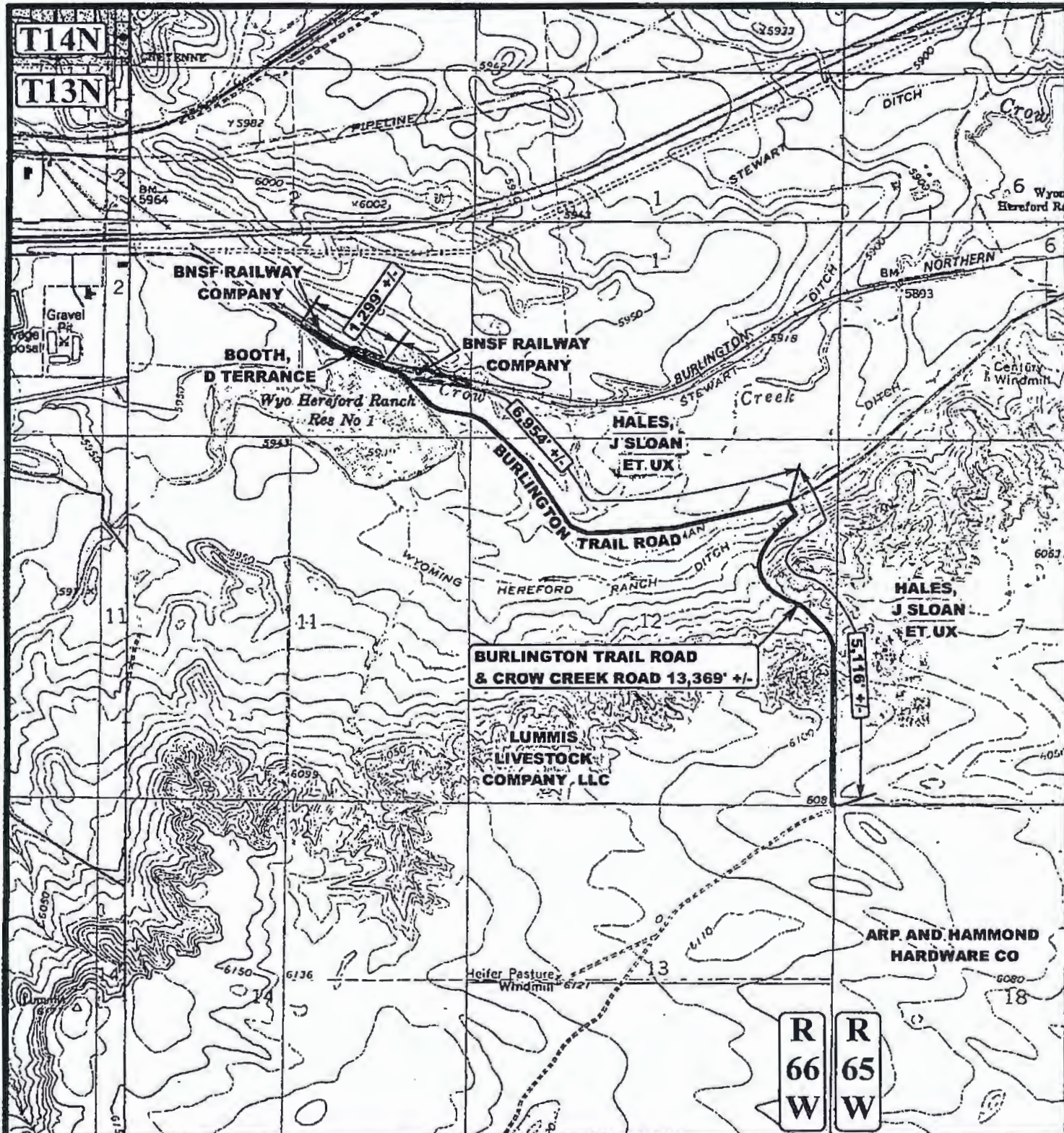
ARP AND HAMMOND  
 HARDWARE CO  
 1193 Alton, Cor. G-2-R-3 Road

END OF PARCEL "B" ROAD RIGHT-OF-WAY ON LUMMI'S LIVESTOCK LANDS IN SECTION 13

Sec. 13

NOTE: PARCEL DATA SHOWN HAS BEEN OBTAINED FROM VARIOUS SOURCES AND SHOULD BE USED FOR MAPPING, GRAPHIC AND PLANNING PURPOSES ONLY. NO WARRANTY IS MADE BY UTAH ENGINEERING & LAND SURVEYING (UELS) FOR ACCURACY OF THE PARCEL DATA.

SECTION CORNERS LOCATED.



\*PARCEL DATA SHOWN HAS BEEN OBTAINED FROM VARIOUS SOURCES AND SHOULD BE USED FOR MAPPING, GRAPHIC AND PLANNING PURPOSES ONLY. NO WARRANTY IS MADE BY UINTAH ENGINEERING & LAND SURVEYING (UELS) FOR ACCURACY OF THE PARCEL DATA.

**LEGEND:**

— EXISTING ROADS

N

↑

**BURLINGTON TRAIL ROAD & CROW CREEK ROAD**  
SECTIONS 1, 2, 12 & 13, T13N, R66W 6th P.M.

**UELS** Uintah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAX (435) 789-1813

**ACCESS ROAD MAP**

02	05	14
MONTH	DAY	YEAR

SCALE: 1"=2000' DRAWN BY: J.M.F. REVISED: 03-17-14

**B**  
TOPO

## SURFACE USE AND DAMAGE AGREEMENT

THIS AGREEMENT made and entered into this 8th day of April, 2014, by and between **Frontier Plains, LLC, a Wyoming limited liability company**, hereinafter designated as "Surface Owner," whose address is 1720 Carey Avenue, Suite 400, Cheyenne, Wyoming, 82001, and **EOG Resources, Inc.**, hereinafter referred to as "Operator," whose address is 600 17<sup>th</sup> Street, Suite 1000, Denver, Colorado, 80202.

WITNESSETH, that

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.** Surface Owner owns the surface estate to the following described lands, hereinafter referred to as "Said Land," in Laramie County, State of Wyoming, to wit:

**Township 13 North, Range 65 West of the 6<sup>th</sup> P.M.**

**Section 9: S<sub>1/2</sub>S<sub>1/2</sub> EXCEPT SE<sub>1/4</sub>SE<sub>1/4</sub>**

**Section 15: ALL EXCEPT NW<sub>1/4</sub>NW<sub>1/4</sub>**

**Section 16: ALL EXCEPT NE<sub>1/4</sub>NE<sub>1/4</sub>**

**Section 17: ALL EXCEPT N<sub>1/2</sub>NE<sub>1/4</sub>**

**Section 18: ALL**

**Section 19: ALL**

**Section 20: ALL**

**Section 21: ALL**

**Section 22: ALL**

2. **Right-of-Way.** That in order for Operator to enter, drill, complete, produce and operate oil and/or gas well(s) and production facilities, it is necessary that Operator cross and use certain property of Surface Owner, and the parties do hereby agree as to the damages, the right of entry and surface use thereof. For and in consideration of the hereinafter specified amounts, Surface Owner hereby grants to Operator the right for it, its agents, employees and contractors, and their agents and employees, to enter upon the surface of Said Land for the purpose of conducting oil and gas exploration, drilling, production, transportation and marketing activities within or outside of the Said Lands. Surface Owner agrees to Operator's use of access roads, pipelines and power lines across Said Land for accessing, gathering and transportation of materials whether originating from below or outside of the Said Lands. Surface Owner hereby reserves unto itself, and its successors and assigns, the right to use Said Land for pasturage of livestock and related ranching purposes, and any and all other rights and uses which do not materially interfere with the rights granted hereunder to Operator. The rights granted to Operator hereunder are only for use by Operator and Operator's agents, employees and contractors, and are restricted to the uses indicated herein and are granted for no other purposes whatsoever. The rights granted to Operator hereunder cover only oil, gas and other minerals produced in association with oil and gas, and Surface Owner excepts from this Agreement and reserves all other minerals of every kind and character in, on and under Said Land, together with the right to use Said Land for the purposes of investigating, exploring, producing, saving, owning and disposing of said other minerals. The rights of Operator to use Said Land as set forth herein are non-exclusive, and Surface Owner reserves the right to use all of Said Land (except for Operator's well pads, facility sites and compressor station), and to grant successive easements on or across Said Land on such terms and conditions as Surface Owner deems necessary or advisable, provided they do not unreasonably interfere with the operations of Operator. Operator shall have the right to assess other users of the roads for their proportionate share of maintenance work performed by Operator.

3. **Term.** This Agreement (including any rights-of-way or easements granted herein) shall become effective when it is fully executed and shall remain in full force for a period

of five (5) years and as long thereafter as oil and gas, or either of them, is produced from Said Land, or lands pooled therewith, or drilling operations are continuously prosecuted and until Operator has plugged and abandoned all wells operated by Operator on Said Land and complied with the requirements of any applicable oil and gas lease pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions and existing laws and regulations with regard to Said Land. For purposes of this Agreement, drilling operations shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as Operator has begun the construction of the well pad location or any new road which provides access to the well pad location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as Operator has the requisite equipment for such operations at the well pad. When this Agreement terminates, the Operator shall promptly execute any and all releases necessary to evidence the fact that this Agreement (including any rights-of-way or easements granted herein) has terminated.

4. **CPI Escalation.** On the fifth (5<sup>th</sup>) anniversary of this Agreement, and every year thereafter, all payments provided for in this Agreement shall be increased or decreased (but never below the amounts stated herein) by a percentage equal to the increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. city average for all items, 1982-4=100 as published by the Bureau of Labor Statistics, United States Department of Labor, for the preceding five (5) year period.

5. **Well Pads.** Operator agrees to pay the sum of Twenty Five Thousand Dollars and no/100ths Dollars (\$25,000.00) for each well pad location and Ten Thousand Dollars and no/100ths (\$10,000.00) for each additional wellbore drilled over the initial wellbore, per well pad location on Said Lands, as consideration for all damages associated with the construction, maintenance and use of such location for drilling, completion and production activities. Payment shall be made by Operator prior to commencement of drilling of any additional wellbore. In the event that a well is completed as a well capable of producing oil and/or gas in commercial quantities, Operator shall have the right to install tank batteries, oil and gas flow lines, waterlines, pipelines, powerlines and any facilities necessary for the production, storage, disposal, transportation and marketing of gas, water and/or oil. This shall include the right of Operator to install a compression station (as more fully described below) which may have off-lease gas, water and/or oil delivered to such location as a central point for transmitting the gas, water and/or oil to a downstream point. Surface Owner and Operator agree that land uses that are not covered by this agreement will be negotiated in good faith and by separate agreement. With respect to any water produced from wells drilled on Said Land in connection with the production of oil, gas, or other hydrocarbons, Operator agrees to reuse, inject produced water or haul the same away from Said Land and properly dispose of such produced water off Said Land. No production water shall be discharged on Said Lands without Surface Owner's prior written consent. No underground or subsurface storage rights are granted to Operator.

6. **Facilities.** For lands not previously used as a well pad, Operator has agreed to a one-time payment in the sum of Five Thousand Dollars and no/100ths (\$5,000.00), per acre, as consideration for all damages associated with the construction, maintenance and use of any production, injection, storage, transportation and/or marketing facility, to be constructed on Said Land. Payment shall be made by Operator prior to commencement of construction of the facility. Such facilities shall include, but shall not be limited to, tank batteries, a compressor station, power stations, and any other facilities necessary for the production, storage, disposal, transportation and marketing of gas, water and/or oil. This shall expressly include the right of Operator to install a compressor station (to be no larger than fifteen (15) acres which will be located in the mutually agreed upon location, which may have gas, water, power and/or oil delivered to such location whether originating from within or outside of Said Land.

7. **Access Roads.** Whenever possible, Operator agrees to use existing roads for access to any new location utilized in connection with Operator's drilling, production, or other activities allowed hereunder on Said Land, and if construction of a new road is required, Operator will consult with Surface Owner as to the location of any new road, which shall, to the extent reasonably practicable, be located in a manner so as to cause the least interference with Surface Owner's current uses of Said Land. Operator has agreed to pay the sum of Twenty and no/100 Dollars (\$20.00) per rod as consideration for the construction, maintenance and use of any new roads and rights-of-way necessary for access to any new location utilized in connection with Operator's drilling, production, or other activities allowed hereunder on Said Land. Payment shall be made by Operator prior to commencement of construction of new roads Any new roads shall be limited to twenty-two (22) feet in width for the actually traveled roadbed. Roads shall be constructed to industry standards allowing for ditches, culverts, and other means for proper drainage away from roadway. In areas where turnouts are needed the road shall be widened to accommodate traffic safety. Operator shall at all times be responsible for maintaining any access roads it uses or constructs on Said Land during the term of this Agreement. Surface Owner shall be allowed full use of any access roads, whether new or previously existing, at all times. Operator agrees, if requested by Surface Owner, to place an appropriate sign or signs on any road, used or constructed by Operator, designating them as "private roads," to install speed limit signs and to assist Surface Owner in the control of the use of such roads by unauthorized users. Upon the expiration or earlier termination of this Agreement, all access roads constructed by Operator shall be reclaimed as provided in Paragraph 11 below, unless Surface Owner assumes ownership of said road(s) in writing.

8. **Pipelines, Waterlines and Powerlines.** Operator agrees that, whenever possible, Operator will construct any pipeline, waterline and/or powerlines within the access road right-of-way, if one exists. Operator agrees to pay the sum of Twenty-Five and no/100 Dollars (\$25.00) per rod for pipelines and Ten and no/100 Dollars (\$10.00) per rod for powerlines as consideration for a right-of-way and perpetual easement to lay, install, maintain, operate, replace, protect, repair, relocate, change and remove one or more pipelines, waterlines, powerlines, flow lines, and any appurtenances useful and incident to the operation and protection thereof, for the transportation of oil, gas, water, or any other like or unlike substances which may be moved by and through a pipeline(s), and/or flow line(s), and appurtenances thereto, on over and through Said Land. A temporary easement of one hundred feet (100') in width will be allowed during the construction of each pipeline right-of-way. Said permanent easement shall not exceed seventy feet (70') in width without the express written consent of Surface Owner, and Operator agrees to bury all pipe to a minimum depth of forty-eight inches (48") whenever reasonably practical to do so and to restore the surface over the same as nearly as possible to its condition prior to the laying of the line or lines. In order to provide public notice of the existence of a pipeline and its appurtenances, upon the request of the Operator, Surface Owner agrees to execute a formal "Pipeline Right of Way Grant" to be recorded in said county, substantially in the form of Exhibit "A" attached hereto, describing the location of the linear right-of-way and any appurtenances, such as the compressor station. Operator shall back fill, compact, reseed, and re-contour the area disturbed by Operator's construction, installation, repair, or removal of any powerline, waterline or pipeline. Upon termination of this Agreement, as set out in Paragraph 3, and upon request from Surface Owner, Operator shall remove all above ground temporary pipeline and powerline facilities. To the extent that it does not unreasonably interfere with Operator's operations, Operator shall allow Surface Owner to have reasonable access and use to any powerlines installed upon Surface Owner's property upon agreement between Surface Owner, Operator and the power company for purchase of power provided it does not interfere with Operator's operation. Upon cessation of operations by Operator, Surface Owner may at its election keep said powerlines in place at Surface owner's sole risk and expense.

9. **Existing Well Pads and Access Roads.** Operator does not intend to use any existing well pads on Surface Owner's lands. Operator has agreed to pay initially the sum of Twenty Dollars (\$20.00) per rod (\$6,400.00/mile) as consideration for the use of any existing roads and rights-of-way, in Surface Owner's possession, necessary for access to any new location utilized in connection with Operator's drilling, production, or other activities allowed hereunder on Said Land. The use of such existing roads and rights-of-way will be at Operator's sole discretion.

10. **Cattle Guards and Gates.** Operator shall install cattle guards at all places where Operator requires access through Surface Owner's fences. Stock gates shall be installed at Surface Owner's reasonable request if the movement of livestock will be interfered with. Operator, its employees, agents, and contractors shall leave all gates located on Said Land as they found them; gates found closed are to be closed; gates found open are to be left open. In the event Surface Owner's livestock stray from their designated pastures as a result of Operator's failure to close gates, Operator shall pay to Surface Owner One Hundred Dollars (\$100.00) per hour for labor to gather the livestock but in no event more than One Thousand Dollars (\$1,000.00) per incident. Such payment shall be made within thirty (30) days of Operator's receipt of Surface Owner's invoice therefor.

11. **Fences and Reclamation.** Surface Owner shall not be liable or responsible for damage caused by its livestock to Operator or its employees, agents, contractors, or invitees, or its implements, tools, equipment, machinery, or any other fixtures belonging to Operator, unless such damage or injury was caused by the willful misconduct or intentional actions of Surface Owner. It shall be the responsibility of Operator, at its expense, to keep Operator's property and improvements on those portions of Said Land on which Operator conducts its operations or activities, safe from damage, injury or death to people and Surface Owner's livestock. Operator shall install stock tight fences around each permanent well pad, tank batteries and other potentially dangerous areas resulting from its operations. In all operations conducted by Operator on Said Land requiring the removal of soil, the topsoil will be separated from the subsurface soil, and following the completion of construction, drilling or any subsequent completion operations, Operator will place the topsoil and subsurface soil back in proper order and restore the surface of Said Land to its original condition and contour as nearly as practicable. Operator shall reclaim and restore all areas disturbed by Operator's operations as near as practical to their original condition within twelve (12) months after termination of activities at the site or right-of-way, weather permitting. Operator agrees to notify and consult with Surface Owner prior to cutting or damaging any fences, cattle guards, or other improvements of Surface Owner. All lands restored and reclaimed by Operator shall be reseeded with comparable grass seed to be selected and approved by Surface Owner in Surface Owner's reasonable discretion. Termination of the oil and gas lease, whether voluntary or involuntary, shall not relieve Operator of any obligations for reclamation of Said Land. Operator's reclamation obligations shall survive the termination of the oil and gas lease.

12. **Weeds and Debris.** Operator agrees to keep the roads, locations, and other areas utilized for its purposes, free from weeds, debris and litter and will properly maintain such areas in such a manner as to minimize interference with the Surface Owners normal use of contiguous lands.

13. **Maintenance and General Operations.** Operator shall at all times keep the well sites, road rights-of-way, facility locations, and other areas disturbed by Operator safe and in good order, free of noxious weeds, litter, and debris. Operator shall dispose of all litter, sewage, and debris off of Surface Owner's property at an approved disposal site. Using reasonable efforts, Operator shall not allow or permit erosion to continue on any disturbed sites and shall promptly repair, reclaim and reseed all erosion sites. Operator shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on the Lands. All cattle guards and fences installed by Operator shall be kept clean and in good repair. Operator shall not cause to be constructed any living quarters on the well site or on any of Said Land, with the express exception of temporary quarters for necessary personnel, namely geologists, drilling and chemical experts, during actual drilling operations.

14. **Compliance with Law.** Operator shall comply in all material respects with valid laws, ordinances, statutes, rules, orders and regulations of any federal, state, county, local or other governmental agency applicable to Said Land, any of the rights granted and conveyed herein, any well(s) or pipeline(s) installed by Operator, or Operator's operations or activities contemplated herein, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall



govern the relationship of the parties. It is the mutual understanding of Surface Owner and Operator that no laws, statutes, rules, orders, regulations or requirements of any kind are to be waived unless done so in writing by Surface Owner. Operator agrees to comply with all rules and regulations of the Wyoming Oil and Gas Conservation Commission ("WOGCC") and it is the mutual understanding of Surface Owner and Operator that no WOGCC rules, regulations or requirements are to be waived unless done so in writing by Surface Owner.

15. **Water.** Without prior approval of Surface Owner, Operator shall not use any water from any existing water wells owned by Surface Owner, reservoirs or springs on Said Land. Operator shall not disturb, interfere with, fill, or block any creek, reservoir, spring, or other source of water on Said Land. In the event that any water well or spring located on Said Land is lost or materially diminished in productivity, or the quality of water produced by such well or spring is reduced so that the water is unusable by livestock or humans (as the case may be), as a direct result of production of oil, gas or water by Operator, Operator shall, at its expense, immediately repair or replace any water source which is lost or diminished in productivity with a new source at least equal in productivity and quality of water to that lost as a direct result of production of oil, gas or water by Operator. If water cannot be restored within a reasonable period of time, Operator shall deliver, at its expense, sufficient water for Surface Owner's livestock or domestic requirements (as the case may be), until Surface Owner's water is restored to Surface Owner's reasonable satisfaction.

16. **Notice.** Operator agrees that prior to drilling any well or constructing any production and/or marketing facility on Said Land, it will first consult with Surface Owner in order to minimize interference with Surface Owner's normal use of Said Land.

17. **Dogs and Firearms.** Operator agrees that no dogs, firearms or hunting will be allowed on Said Land without the express written consent of the Surface Owner and that Operator will notify all of its contractors, agents and employees of this restriction.

18. **Release.** The compensation provided herein to be paid by Operator to Surface Owner shall release and discharge Operator, its agents and employees from all claims, losses, demands and causes of action for damage to land, loss of and damage to crops, and use of land, hereafter arising as a result of Operator's drilling, producing and marketing operations within any right-of-way or easement granted herein. Notwithstanding the foregoing, Operator shall reasonably compensate Surface Owner for loss or damage to Said Land, improvements, personal property or livestock caused by or resulting from Operator's use or occupancy of Said Land occurring outside of or beyond the boundaries of any right-of-way or easement as granted herein. All livestock lost, injured or killed as a result of Operator's activities shall be paid for at market prices. Autopsies shall be required in the event Operator cannot substantiate the cause of death by observation. Cost of autopsy to be paid by Operator only if the autopsy indicates Operator was directly at fault for the loss of the livestock.

19. **Biological Survey.** Unless required to do so by law, Operator, its employees, agents and independent contractors, are specifically and strictly prohibited from conducting any biological survey, assessment, or inventory on any of Surface Owner's lands without the express written prior consent of Surface Owner. When permission has been granted, a summary of any findings and any information/data collected will be turned over to Surface Owner. Any such information gathered in violation of this prohibition is and remains the private property of Surface Owner.

20. **Archeological Survey.** Unless required to do so by law, Operator, its employees, agents and independent contractors, are specifically and strictly prohibited from conducting any archeological survey, assessment, or inventory on any of Surface Owner's lands without the express written prior consent of Surface Owner. When permission has been granted, a summary of any findings and any artifacts collected will be turned over to Surface Owner. Any such information gathered in violation of this prohibition is and remains the private property of Surface Owner.

21. **Indemnity.** Operator shall, and hereby expressly agrees to defend, protect, indemnify and hold Surface Owner, its subsidiaries, affiliates, successors, assigns, employees

and agents, harmless from and against any and all judgments, fines, penalties, costs, damages, injuries, losses, expenses, liens, claims, demands, causes of action and other liabilities of every kind and character (including those of the parties, their agents and employees), including costs, attorneys' fees and settlements, arising from, out of, a result of, or in connection with the operations, activities, actions, inactions or omissions of Operator, or any of its subcontractors, agents, employees, invitees or licensees, or any other person or entity acting through or under them, or any of them on Said Lands. The indemnity provisions herein shall survive the expiration or termination of this Agreement, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Surface Owner and any successor and assignee of Surface Owner and shall be binding upon Operator and its successors and assigns.

Surface Owner shall be liable to Operator only for damage to Operator resulting from Surface Owner's intentional acts, willful misconduct, negligent acts or omissions. If Surface Owner so chooses, Surface Owner may limit its liability by obtaining a broad form of comprehensive general liability insurance policy protecting Surface Owner against loss or liability caused by Surface Owner's occupation and use of, and activities on, Said Land. Such policy shall have liability limits of not less than Two Million Dollars (\$2,000,000.00), which amount may be satisfied by a combination of primary and excess policies. If such a policy is in effect at the time of an event that may give rise to liability, and such loss is covered by the insurance policy, then Surface Owner's liability to Operator, if any, shall be limited to the proceeds of the insurance policy. Surface Owner shall not be liable or responsible for any damage to or release from any pipeline, flow line, or water line that occurs as a result of normal and customary farming or livestock management practices, including damage to Operator's machinery or equipment, unless such damage or release is caused by Surface Owner, or any of its contractors, subcontractors, agents, employees, invitees or licensees, or any other person or entity acting through or under them, failure to contact One-Call of Wyoming and request the location of all underground facilities in the area of any construction or excavation and comply with all lawful and customary procedures regarding location of and protection of above and underground facilities.

22. **Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Wyoming. The parties hereby agree that the state courts located in the State of Wyoming shall have exclusive jurisdiction over any dispute between the parties relative to this Agreement, whether said disputes sound in contract, tort or other areas of the law.

23. **Assignment.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors and assigns. Any sale by Surface Owner of its interest in Said Land shall be made subject to the terms and conditions of this Agreement.

24. **Proportionate Reduction.** Surface Owner and Operator agree that if there are multiple surface owners of the lands described in Paragraph 1 of this Agreement, any payments to surface owner(s) will be proportionately reduced based on percentage of ownership.

25. **Notification.** Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, addressed to the party to which it is intended at the address set forth below for such party:

If to Operator:

EOG Resources, Inc.  
600 17<sup>th</sup> Street, Suite 1000  
Denver, Colorado 80202  
Attn: Ken Thompson

If to Surface Owner:

Frontier Plains, LLC.  
1720 Carey Avenue, Suite 400  
Cheyenne, Wyoming 82001

26. **Entire Agreement.** Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Surface

Owner and Operator, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

27. **Cooperation.** The parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever this Agreement requires the consent, approval, or similar action by a party, such consent, approval, or similar action shall not be unreasonably withheld or delayed, and (ii) wherever this Agreement gives a party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

28. **Attorney's Fees.** Each party agrees to bear its own costs and fees with regard to the interpretation and enforcement of this Agreement.

29. **Disclaimer of Warranties.** Operator shall, upon execution of this Agreement, be deemed to have waived any and all objections (except in the case of any breach of any representation or warranty made by Surface Owner as expressed herein) to the physical characteristics and conditions of Said Land which would have been disclosed by Operator's reasonable inspection and inquiry. Operator acknowledges that, except as set forth in this Agreement, neither Surface Owner nor any of its respective employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Operator as to any matters concerning Said Land, the present use thereof, and/or the suitability of Operator's intended or contemplated use of Said Land. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, the purpose(s) to which Said Land is suited, the physical condition of Said Land, drainage, proposed routes of roads or extensions thereof or the availability of utility tie-ins, and governmental permits or approvals of any kind. Operator represents and warrants to Surface Owner that it and its representatives and employees have made or will make their own independent inspection and investigation of Said Land.

30. **Current Physical Condition.** Operator acknowledges and agrees that, except for the express representations and/or warranties made in this Agreement by Surface Owner, Said Land is to be leased and accepted by Operator under this Agreement in its present condition "AS IS, WHERE IS AND WITH ALL FAULTS," and that no patent or latent physical conditions of Said Land, whether or not known or discovered, shall affect the rights of either party hereto. Prior to the commencement of construction, Operator will have had the opportunity to investigate and acquire knowledge of operative or imposed governmental laws and regulations (including, but not limited to, zoning, environmental, hazardous waste, and land use laws and regulations) to which Said Land may be subject, and will make use of its leasehold interest in Said Land, in part, on the basis of its review and determination of the application and effect of such laws and regulations. Any agreements, warranties, or representation not expressly contained in this Agreement shall in no way bind Surface Owner.

31. **Title.** SURFACE OWNER EXPRESSLY MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO SAID LAND. NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO SURFACE OWNER'S PURPORTED OWNERSHIP OF SAID LAND. OPERATOR SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT OPERATOR'S ABILITY TO USE SAID LAND AS INTENDED. THE RISK, COST AND EXPENSE OF TITLE FAILURE SHALL REST WITH OPERATOR AND NOT WITH SURFACE OWNER.

32. **Waiver.** The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in

equity. Acceptance of partial payment by Surface Owner shall not constitute a waiver of any default of this Agreement by Operator (including failure to make payment in full) or any rights of Surface Owner under this Agreement or as otherwise provided by law. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term, or provision of this Agreement.

33. **Interpretation of this Agreement.** This Agreement is the result of negotiations between the parties, neither of whom has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Surface Owner and Operator hereby waive the application of any rule of law which otherwise might be applicable to the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed the Agreement or any earlier draft of the same.

34. **No Partnership.** Nothing contained in this Agreement, nor any agreements or transactions contemplated hereby, shall be construed to create a partnership, trust, association, fiduciary relationship, joint venture, or other relationship between the parties, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. The duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Surface Owner and Operator shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

35. **Environmental Matters.** Operator shall immediately notify Surface Owner upon Operator's acquiring knowledge of the presence of, or any contamination by, Hazardous Materials on Said Land in violation of Environmental Laws, resulting from Operator's operations thereon. In the event of any emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste, Operator shall immediately assume any required environmental remediation (including, without limitation, monitoring with respect to any groundwater contamination, or any soil remediation, monitoring, or containment) of Said Land (or any adjacent property or any groundwater which has become contaminated), in order to comply with any laws, rules, regulations, orders, directives, or mandates of any local, state, or federal governmental or quasi-governmental authority having jurisdiction over Said Land and/or any environmental risks or hazardous conditions associated therewith, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). In this regard, Operator shall immediately comply with any governmental requirements for the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials contamination, and Operator shall immediately provide to Surface Owner satisfactory evidence of such compliance. The use and storage of any Hazardous Materials by Operator shall not occur in any manner that is harmful to Surface Owner and shall be in full compliance with all Environmental Laws. Operator's obligations hereunder shall survive the surrender, expiration or earlier termination of the oil and gas lease or this Agreement. "Environmental Laws" means any and all federal, state, and local laws, ordinances, codes, and regulations relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials. Environmental Laws includes, but is not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and the common law. "Hazardous Materials" means (i) any and all substances, materials, chemicals, and wastes which are now or hereafter classified or regulated under current or future Environmental Laws; and (ii) "hazardous substance," "pollutant or contaminant," "petroleum," and "natural gas liquids" as such terms are defined or used in Section 9601 of CERCLA.

36. **Construction Liens.** Surface Owner shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of wells, tank batteries, oil and gas flow lines, or any other facilities or improvements

of any kind made on Said Land by Operator. The rights granted to Operator hereunder shall not be construed to create any responsibility on the part of Surface Owner to pay for any improvements, alterations or repairs occasioned by Operator. Operator shall, at all times, keep Said Land free and clear of all claims for and/or liens for labor and services performed, and materials, supplies or equipment furnished in connection with Operator's use of Said Land; *provided, however*, that if such a lien is filed against Said Land, Operator shall protect, indemnify and hold Surface Owner harmless against the consequences thereof.

37. **Payments Made Non-Refundable.** Except in the event of a mathematical mistake in calculating any payment due under this Agreement by Operator, all payments made in accordance with this Agreement by Operator to Surface Owner are non-refundable. Under no circumstances shall Operator be entitled to a refund of any part of any payment to Surface Owner. Except in the case of mistake, once a payment is issued by Operator to Surface Owner, Operator disclaims any right, title or interest in and to any of the funds paid.

38. **Survey.** Following the drilling of any well or construction of any production and/or marketing facility or roads, but no more than one hundred eighty (180) days thereafter, Operator shall provide Surface Owner an "as-built" survey of all facilities installed on Said Land, including tank batteries, gas, water and oil flow lines, well sites, mud pits, roads, and any other facilities necessary for the production, storage, disposal, transportation and marketing of gas, water and/or oil from each well location on Said Land. The cost for such work shall be borne by Operator. Operator shall provide a copy of all surveys to Surface Owner at no charge.

39. **Representations of Operator.** As a material inducement and as part of the consideration for Surface Owner entering into this Agreement, it is relying on the following representations of Operator: that Operator is a corporation in good standing; that it is authorized to do business in the State of Wyoming; that 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 Said Land; and that bonds in the required amounts are in place with the State of Wyoming to comply with all applicable laws, rules and regulations.

40. **Partial Invalidity.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

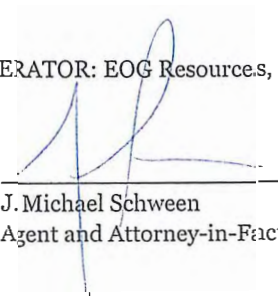

41. **Time.** Time is of the essence in this Agreement.

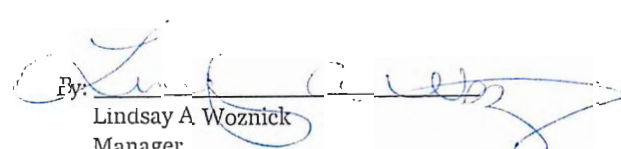
42. **Memorandum of Agreement.** Surface Owner and Operator, simultaneously herewith, have executed a memorandum of this Agreement, attached hereto as Exhibit "B," which shall promptly be recorded in Laramie County, Wyoming.

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

OPERATOR: EOG Resources, Inc.

SURFACE OWNER: Frontier Plains, LLC

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

By:   
Lindsay A. Woznick  
Manager

[Acknowledgments follow on next page]

ACKNOWLEDGEMENTS

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

On this 8th day of April, 2014, before me personally appeared Lindsay A. Woznick, as Manager of Frontier Plains, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



My commission expires: 2-14-15

*Norma J. Hubka*  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

On this 9 day of April, 2014, before me personally appeared J. Michael Schween, Agent and Attorney-in-Fact of EOG Resources, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



My commission expires:

*Lauren E. Utzig*  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**RIGHT OF WAY AND EASEMENT FOR PIPELINES**

KNOW ALL MEN BY THESE PRESENTS:

Frontier Plains, LLC, 1720 Carey Avenue, Suite 400, Cheyenne, Wyoming, 82001 ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by EOG Resources, Inc., 600 17<sup>th</sup> Street, Suite 1000, Denver, Colorado, 80202 ("Grantee"), the receipt whereof is hereby acknowledged, hereby does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual right of way and easement to locate, construct, maintain and operate a pipeline together with all necessary appurtenances thereto, on, over and through the hereinafter described land situated in Laramie County, Wyoming, being more fully described on the attached "Exhibit A." This right of way and easement agreement is made subject to that certain unrecorded Surface Use and Damage Agreement dated effective April 8, 2014, by and between Grantor and Grantee.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads or trails, for the purpose of constructing, inspecting, repairing and maintaining said pipeline together with all appurtenances thereto, and the removal or replacement of same at will, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain a pipeline deemed either necessary or desirable, over the right-of-way hereby granted unto the said GRANTEE, its successors and assigns, and the GRANTEE may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon GRANTOR, his heirs, legal representatives and successors in title.

GRANTEE may at any time record this right of way and easement, and upon permanent abandonment of said right-of-way and removal of all improvements constructed thereon shall execute and record, a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein granted shall be cancelled and terminated.

GRANTOR reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such shall not hinder, conflict or interfere with GRANTEE'S rights hereunder.

GRANTOR represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by GRANTOR, GRANTEE shall have the right to discharge or redeem for GRANTOR, in whole or in part, any mortgages, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

This right of way and easement agreement shall not be amended, except by written a document signed by all parties.

This right of way and easement agreement may be executed in any number of counterparts, all of which combined shall be deemed one and the same instrument for all purposes. Photocopies, facsimile copies, and scanned electronic copies of this agreement shall be deemed originals for all purposes.

IN WITNESS WHEREOF, GRANTOR has caused these premises to be signed, executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

GRANTEE: EOG Resources, Inc.

GRANTOR: Frontier Plains, LLC

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

By: \_\_\_\_\_  
Lindsay A. Woznick,  
Manager

ACKNOWLEDGEMENTS

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

On this \_\_\_ day \_\_\_\_\_, 201\_\_\_, before me personally appeared Lindsay A. Woznick as Manager of Frontier Plains, LLC personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

On this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, before me personally appeared J. Michael Schween, Agent and Attorney-in-Fact of EOG Resources, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity, upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

\_\_\_\_\_  
Notary Public



EXHIBIT B

MEMORANDUM OF SURFACE USE AND DAMAGE AGREEMENT

STATE: WYOMING

COUNTY: LARAMIE

On this 8<sup>th</sup> day of April, 2014 Frontier Plains, LLC, a Wyoming limited liability company, whose address is 1720 Carey Avenue, Suite 400, Cheyenne, Wyoming 82001, entered into a Surface Use and Damage 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 Notice ("Said Lands"). The Surface Use and Damage Agreement pertains to Operator's exercise of its rights upon the subject lands pursuant to existing mineral lease(s) ("Lease(s)"), which rights include, but are not limited to, the right to conduct oil and gas operations and the right of ingress and egress upon the Subject Lands pursuant to said Lease(s).

**SURFACE OWNER:**  
Frontier Plains, LLC

**OPERATOR:**  
EOG RESOURCES, Inc.

By: \_\_\_\_\_  
Lindsay A. Woznick,  
Manager

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

ACKNOWLEDGEMENTS

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2014 by Lindsay A. Woznick in her capacity as Manager of and on behalf of Frontier Plains, LLC, a Wyoming limited liability company.

\_\_\_\_\_  
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" TO MEMORANDUM OF SURFACE USE AND DAMAGE AGREEMENT

Said Lands:

Township 13 North, Range 65 West of the 6<sup>th</sup> P.M.

- Section 9: S1/2S1/2 EXCEPT SE1/4SE1/4
- Section 15: ALL EXCEPT NW1/4NW1/4
- Section 16: ALL EXCEPT NE1/4NE1/4
- Section 17: ALL EXCEPT N1/2NE1/4
- Section 18: ALL
- Section 19: ALL
- Section 20: ALL
- Section 21: ALL
- Section 22: ALL

**Exhibit C-9**

**OSLI Lands**

**Township 42 North, Range 73 West, 6<sup>th</sup> P.M.**

**Section 16: ALL**

**Campbell County, Wyoming**

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

STATE LAND TRANSACTION APPLICATION  
(DISPOSAL/ACQUISITION/EXCHANGE)

---

PLEASE READ THESE INSTRUCTIONS CAREFULLY

**The failure to fully complete the Application or provide all of the required information and documentation may result in a significant delay in the Office of State Lands and Investment's ability to consider the transaction.**

1. Provide a written description of how, if completed, the proposed land transaction will satisfy one or more of the **Trust Land Management Objectives**.
2. Provide a **map** of all land involved in the transaction, including adjacent state trust lands and adjacent land owners.
3. Fill out **Land Transaction Evaluation Form** using the **Evaluation Criteria Narrative Form** as a helpful guide and return with application. If this application is for an exchange, an evaluation form must be filled out for each parcel of State Trust Land and Private land.
4. If the applicant is not the surface lessee, please include a **Surface Lessee Notification and Comment Form**. This form must be completed and *signed by the surface lessee and submitted with the application*. You may use the online [surface plat book](#) feature to find the surface lessee.
5. If the applicant is a corporation or other legal entity, provide evidence that it is qualified to do business in Wyoming. This information may be obtained from the [Secretary of State's website](#).
6. Provide a list and estimated value of all lessee owned improvements including buildings, fences, wells, tanks, pipelines, etc. Show the location of the improvements on the map referenced in No. 2 above.
7. Provide any other information the applicant deems relevant to the Office's evaluation of the application.
8. Pay the Application fee of \$1,000.00. Please make checks payable to The Office of State Lands and Investments. (If the application does not progress to Category II status, the applicant is eligible for a 75% refund)

After completing the Application, please return it, along with all required information, documentation and fees, to:

Office of State Lands and Investments  
Trust Land Management Division  
Herschler Building 1E  
122 West 25<sup>TH</sup> Street  
Cheyenne, WY 82002

**APPLICATION TERMS AND CONDITIONS** (Please read carefully before filing)

**TRANSACTION COSTS BORNE BY THE APPLICANT or SUCCESSFUL BIDDER**

1. Survey: If a survey is required, the applicant shall acquire a Wyoming Certified Survey at their own expense.
2. Appraisal Fee: The applicant will be required to order and pay for the appraisal(s).
3. Advertising: The Office of State Lands and Investments (OSLI) will arrange for all newspaper advertising and payment will be collected from buyer at closing.
4. All fees incurred to close the transaction.
5. A \$25.00 deed processing fee.
6. An application fee of \$1,000.00.

All land transactions must be in accordance with the Trust Land Management Objectives and land will be appraised for its highest and best use with the assumption of legal access. All state trust land approved for disposal shall be sold at public auction to the highest bidder.

**APPLICATION PROCESS**

Each application is reviewed on a case by case basis by an Internal Review Team (IRT). Evaluation of the application includes, but is not limited to, an analysis of: income potential to the State's Trust Beneficiaries, proposed use, impact to adjacent state trust lands, access, and proximity to existing developments, parcel size, and local regulations.

If the Internal Review Team determines the transaction is in the best interest of the State's Trust Beneficiaries, and upon the recommendation of the Director, the Office of State Lands and Investments (OSLI) will prepare a Detailed Analysis including the appraised value of the property. Please note that proposed acquisitions, including those involved in an exchange, are held in confidence by the OSLI until the Board of Land Commissioners (Board) authorizes a resolution to continue with the transaction.

The Detailed Analysis will be made available for public comment for a minimum 60 days. During the public comment period a public hearing will be held in the County of the proposed transaction. After the comment period, and at the next appropriate Board Meeting, the proposal will be presented to the Board for consideration. If the Board approves the transaction, it shall be completed. If the transaction is a disposal, the public auction date will be set and advertised for a minimum of four (4) consecutive weeks. The auction will then be held in the county in which the property is located.

The time frame for processing each transaction will vary depending on the complexity of the proposal. Most transactions will require 12-18 months to complete, while some transactions may take longer. Submission of this application does not guarantee the transaction will occur.

**Application Fee \$1,000.00**

**APPLICANT DATA:** *The full legal name of the Applicant or the business entity name on file with the Wyoming Secretary of State, including a Certificate of Good Standing, must be provided for all business entities. Please note, all application documents will become public record.*

**Applicant**

Name: EOG Resources, Inc. Phone: (303) 824-5404

**Mailing**

Address: 600 17th Street, Suite 1000N, Denver, CO 80202 Email: Mason\_Smith2@eogresources.com

**This application is for:**

STATE TRUST LAND (Disposal)  DEEDED LAND (Acquisition)  BOTH (Exchange)

Legal Description of Land in Township, Range, Section, Description format:

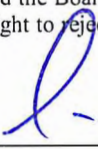
*Example: Township 52N., Range 98W., Section 16: the E1/2, containing 320 acres*

Township 42 North, Range 73 West, 6th P.M.

Section 16: All

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I hereby propose the parcel(s) described above be considered for the proposed transaction pursuant to the Rules and Regulations of the Board of Land Commissioners and Wyoming State Statutes. I acknowledge that submission of this application will initiate a process for the consideration of a land transaction on the surface estate only and the Board of Land Commissioners and the Office of State Lands and Investments reserve the right to reject this application at any time prior to the execution of a Patent or Warranty Deed.

Signature:  Date: 7/2/20

LEAVITT LAND  
COMPANY LLC

8  
RENO FLOYD C  
& SONS INC

9

10

BRIDLE BIT  
RANCH  
COMPANY

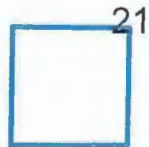
42N 73W

17

16  
STATE OF  
WYOMING

15

20



21

CROUSE VERNON  
S TRUST  
22

TURNER  
SHEEP CO  
PARTNERSHIP

TURNER  
KAREN  
ETAL

RENO FLOYD C  
& SONS INC

SURFACE OWNERSHIP  
T42N R73W  
Section 16

## WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

1. All state lands shall be disposed of at not less than the appraised value.
2. Is the property agricultural, vacant, commercial, recreational etc?
3. All state land shall be appraised for the "Highest and Best Use" defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
4. Adjacent properties can indicate Highest and Best Use.
5. Include a copy of any leases, permits or other legal conveyance documents that currently generate value on the parcel. What are the terms, rate, and expiration?
6. Natural scenic beauty supports a number of important community elements, including the natural environment, community, quality of life, and character of local economies. Viewsheds may provide an intrinsic value used to fully value a property.
7. To research the wind potential, see <https://windexchange.energy.gov/states/wy>
8. Species such as aspen, lodgepole pine, Douglas fir, Engelmann spruce, and subalpine fir are considered merchantable.
9. If the parcel is used for grazing, what is the carrying capacity or how many Animal Unit Months are supported? If it is used for production agriculture, what commodity is harvested and what is the production in bushels per acre or tons per acre?
10. Can the land be cultivated or irrigated to improve production?
11. Are there buildings, fences, ditches, noxious weeds, or other considerations to maintain or reclaim?
12. A parcel is considered isolated if it cannot be legally accessed by the public from a public road, easement, or adjacent public land that has legal access. Corner crossings are not considered legal access.
13. If there are easements of record, please obtain a copy from your County Clerk and submit them with your application. If improvements on the State Trust Land exist, provide a copy of the Board approval for those improvements.
14. Parcels will be inventoried after preliminary approval of the application is received, and discovery of crucial wildlife habitat or restrictions could cause the parcel to be retained in State ownership.
15. You may contact your regional Wyoming Game and Fish Office for additional information. <https://wgfd.wyo.gov/Regional-Offices>.
16. Conservation easements that restrict the Highest and Best Use of a property will be less favorable for State acquisition.
17. If yes, list items with potential cultural/paleontological value.
18. If yes, list recreation activities occurring or possible.
19. What kind of mineral activity has occurred, who owns the mineral estate and what (if any) mineral leases are in place?
20. Is there a need from the community to improve stability and/or provide growth opportunity?
21. Properties with water resources are preferred to dry land. The Wyoming State Engineers Office has more information on permits. <https://sites.google.com/a/wyo.gov/seo/>
22. Please include any other information that is important for consideration.



## Trust Land Transaction Evaluation

(Please see the next page for more information and a narrative to each question below.)

**INCLUDE this form with your application for a proposed sale, acquisition, or exchange.  
For an exchange, fill out a form for both the State Trust Land and deeded land separately.**

This evaluation form is for  STATE TRUST LAND  DEEDED LAND (Check one)

Legal Description of Land: (Identify Aliquot, Section, Township, Range)

Township 42 North, Range 73 West, 6th P.M.  
Section 16: All

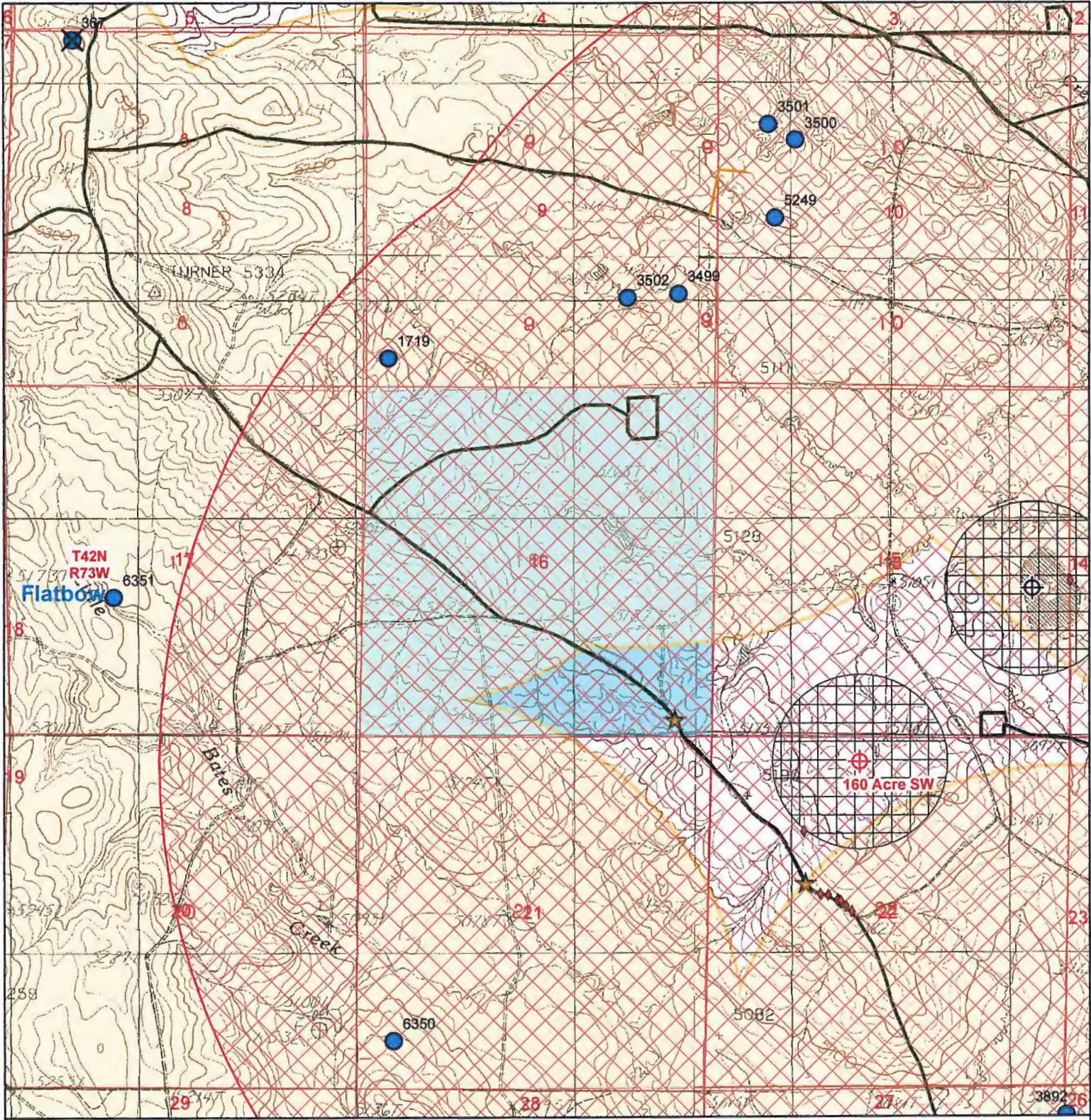
Applicant Name: EOG Resources, Inc.






Phone: (303) 824-5404

Mailing Address: 600 17th Street, Suite 1000N, Denver, CO 80202

Email: Mason\_Smith2@egresources.com

1.	If known, what is the purchase price or appraised value of the property?	\$750/Acre
2.	How is the land currently used?	Agriculture/Grazing
3.	What is the highest and best use of the parcel?	Commercial
4.	Describe the surrounding land. (Industrial, commercial, residential, recreational, or agricultural?)	Agricultural
5.	Is the land currently leased and at what rate?	Yes/Grazing/Lease Rate Unknown
6.	Describe the viewshed. (Mountains, sagebrush, grassland)	Grassland
7.	Does the parcel have high potential for wind power development?	No
8.	Does the parcel have merchantable timber?	Est. board feet: N/A
9.	Does the parcel have productive agriculture land? If yes, which commodity is produced?	Commodity: No Est. production: N/A
10.	Is there high potential to increase productive capacity? How?	Yes, Oil & Gas Production
11.	Does the parcel have low administrative costs relative to other parcels?	List any problems: Yes
12.	Is the parcel legally accessible or isolated? Identify public roads if applicable.	Isolated
13.	What is the nature and extent of existing infrastructure? (roads, utilities, power, telephone, water or sewer availability)	Limited
14.	What kind of wildlife habitat exists on the parcel? (i.e. winter range, sage-grouse leks, etc.)	See attached plat & comments
15.	Are threatened or endangered species on the parcel?	See attached plat & comments
16.	Are conservation easements or other encumbrances legally attached to the parcel or on surrounding land?	No
17.	Does the parcel have known cultural, archaeological or paleontological values?	None identified, see attached plats
18.	Does the parcel have high recreational values with legal public access? (fishing, hunting, ATV use)	If yes, list values: No
19.	Does the parcel have known potential for future mineral development?	Yes
20.	Do county growth plans support or restrict future development of this parcel?	No
21.	What water resources are present on and/or adjudicated to this parcel? (wells, reservoirs, streams, irrigation systems)	SEO permit numbers: Unknown
22.	Are there any Conservation Easements on the land in question?	Unknown

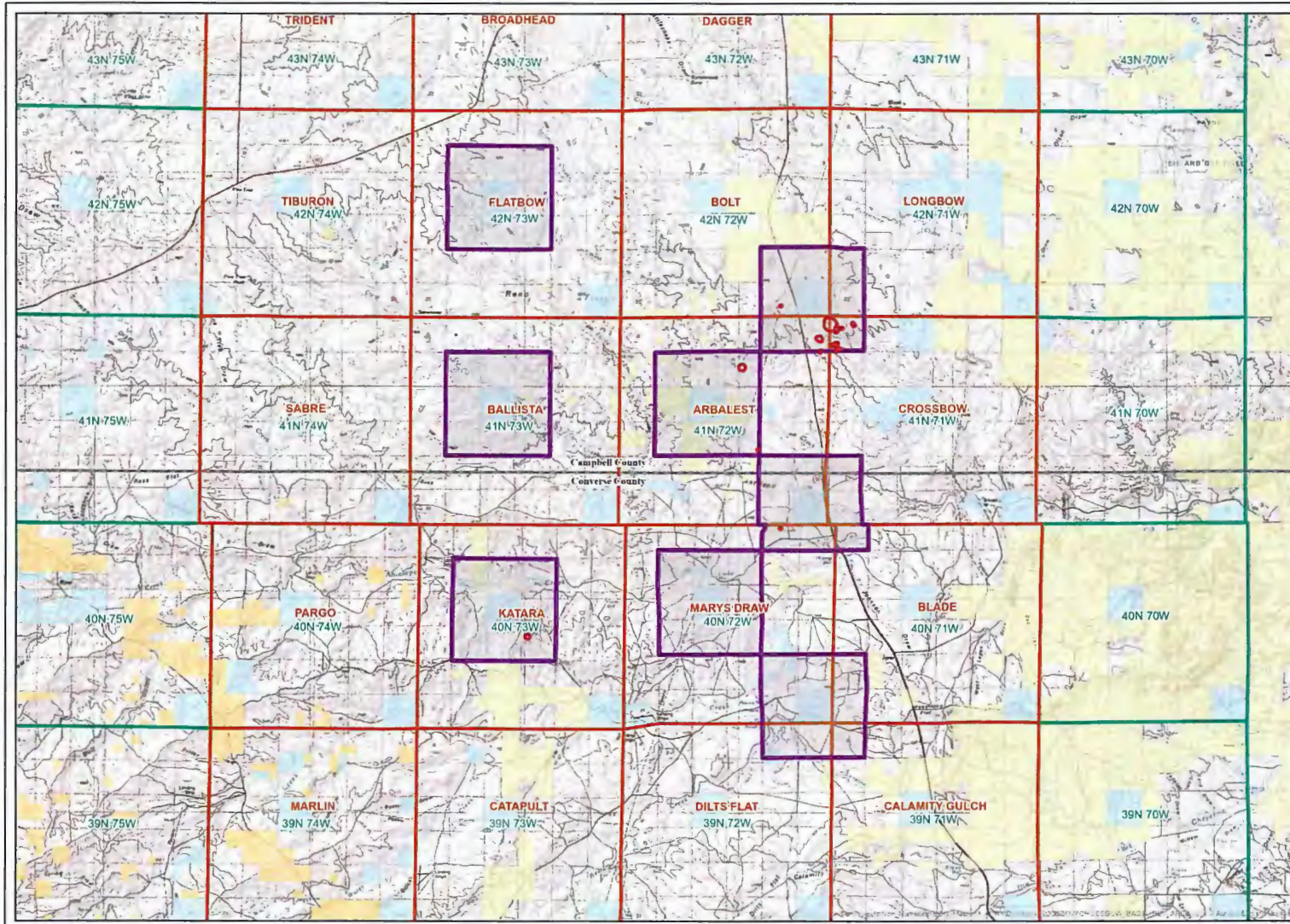


-  Active Sage-grouse Lek
-  Gone Nest 2019
-  Ferruginous Hawk
-  State Lands
-  Inactive (Occupied) Sage-grouse Lek
-  BLM Nest Buffer
-  Private Lands
-  Lek 0.25-Mile NSO
-  Lek 2 Mile TLS Buffer

**SECTION 16**  
**T42N:R73W**  
**FLATBOW**

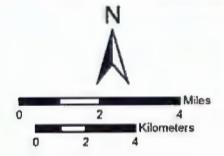
**Section 16 T42N:R73W – Flatbow**

- Two occupied sage-grouse leks located in sections 15 and 22. 0.25-mile CSU and 2-mile TLS buffers (March 1 – June 15) on occupied leks. 2-mile buffer extends across Section 16 and multiple adjacent sections.
- Ferruginous hawk nest buffers encompass most of Section 16 and multiple adjacent sections (1 mile, March 15 – July 31 stip).
- Site is in BFO and will need site-specific surveys for active swift fox dens and amphibian habitat / populations within 0.31 miles prior to development.
- No other known wildlife issues.



**Crossbow State and Surrounding Sections Cultural Resource Desktop Overview Map Legend**

- Analysis Area
- Avoidance Area
- EOG Project Boundary
- County Boundary
- Township/Range Boundary
- Surface Ownership**
- BLM
- Forest Service
- Private
- State
- Other



Base Map: USA Topo Maps<sup>®</sup>  
 2013 National Geographic Society, Inc.  
 Campbell and Converse Counties, Wyoming  
 NAD 1983 UTM Zone 13N  
 7/13/2020

**SWCA**  
 ENVIRONMENTAL CONSULTANTS

295 Interlocken Blvd., Suite 300  
 Broomfield, CO 80021  
 Phone: 303.487.1183  
 www.swca.com



WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

Surface Lessee Notification and Comment Form

**APPLICANT:** This form must be sent to the surface lessee for their notification and comment and then returned to you to be submitted **with** the completed application. Please use the surface plat book search to find the surface lessee of record. <http://statelands.wyo.gov/surfaceplatbook/>.

**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 600 17th Street, Suite 1000N, Denver, CO 80202 **Email** Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**

Township 42 North, Range 73 West, 6th P.M.  
Section 16: All  
Lease #: 2-3992

**Description of Proposal:**

EOG Resources, Inc. intends to exchange EOG owned property in Laramie County,  
WY for the above described parcel of Wyoming Office of State Land and Investments owned property  
in Converse County, WY.

**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** 2-3992 **Lessee Name** Reno

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

Lessee Comment:

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

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**Applicant Name** EOG Resources, Inc. **Phone** (303) 824-5404

**Address** 6001 7th St, Suite 1000N **Email** Mason\_Smith2@eogresources.com

**Legal Description of Parcels:**

Township 42 North, Range 73 West, 6th P.M.

Section 16: All

Lease #: 2-3992

**Description of Proposal:**

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**SURFACE LESSEE:** Please provide your comments regarding the proposed disposal of the parcels, listed above, in the following space along with your lease information. Describe how this proposal will affect your leasing activities, overall operation, historic way of life, etc. Describe your support or opposition of this proposal, any improvements you may have on the land, and the value of all improvements.

Mail your completed comment form back to the applicant at the address provided above. Please provide additional pages if necessary. Call (307)777-6630 with questions or concerns.

**Lease Number** \_\_\_\_\_ **Lessee Name** \_\_\_\_\_

**Lessee Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Lessee Comment:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# *Yonkee & Toner, LLP*

*Attorneys at Law*

319 WEST DOW ST.  
P.O. BOX 6288  
SHERIDAN, WYOMING 82801-1688

JOHN F. ARAAS  
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KENDAL R. HOOPES  
KEVIN K. KESSNER

CHRISTOPHER M. SHERWOOD

TOM C. TONER  
OF COUNSEL

LAWRENCE A. YONKEE  
(1935-1995)

TELEPHONE (307) 674-7451  
FAX (307) 672-6250

December 6, 2019

## Via Certified Mail

### **Jenifer Scoggin, Director**

Wyoming Office of State Lands and Investments  
Herschler Building, 1E  
122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002

**RE: Addendum to State Comment Form  
EOG Resources, Inc. Proposed Land Exchange**

**Township 42 North, Range 73 West, Campbell County, Wyoming**  
**Section 16: All (Grazing Lease # 2-3992)**

**Township 41 North, Range 73 West, Converse County, Wyoming**  
**Section 16: All (Grazing Lease # 2-3672)**

Dear Ms. Scoggin:

Our firm represents Floyd C. Reno & Sons, Inc. (referred to herein as "Reno"). Reno is the surface lessee of Section 16, Township 42 North, Range 73 West, 6<sup>th</sup> P.M., under State Grazing Lease No. 2-3992 and the surface lessee of Section 16, Township 41 North, Range 73, under State Grazing Lease No. 2-3672 (collectively the "State Lands"). It is our understanding that EOG Resources, Inc. ("EOG") is proposing to exchange undisclosed lands in Laramie County, Wyoming (the "EOG Lands") for the State Lands at issue. Enclosed herewith are the Surface Lessee Notification and Comment Form for both of these State leases that my client received from EOG.

Reno objects to the proposed land exchange for the following reasons:

1. The loss of the State lands would result in a significant impact on the Reno ranching operations. The State lands are an integral part of the Reno ranch. Loss of these lands will pose access issues for Reno. In addition, Reno would have to change its grazing practices and method of operations.



2. Reno makes annual grazing lease payments to the State. More importantly, for many years, Reno has managed the surface of the State Lands to ensure such lands remain productive for both livestock and wildlife. This oversight and management will be eliminated if EOG becomes the owner and turns these lands into industry type properties.

3. The proposed exchange would result in the loss of valuable income to the State of Wyoming. EOG presently has producing oil wells on the State Lands and has many new wells proposed (and/or permitted) to be drilled in the future on the State lands. The State receives substantial income in the form of initial and annual surface damage payments in connection with these wells.<sup>1</sup> The State would realize a considerable loss if EOG were allowed to exchange non-income producing lands in Laramie County, Wyoming for these two income generating sections in Campbell County.

4. The proposed land exchange appears to be strategic move by EOG to avoid paying surface damages for its oil and gas operations. In recent years, EOG has violated the existing SUA it has with Reno when it desired to conduct operations that were not allowed by the SUA. Further, EOG filed a condemnation action against Reno seeking to obtain by eminent domain approximately 2,110.96 acres of fee surface owned by RENO. This litigation is ongoing. It now appears that EOG is attempting to avoid and/or bypass the requirements of its SUA with Reno by obtaining ownership of the State lands.

5. It is our understanding that EOG has proposed similar exchanges for at least eight State owned sections in Converse and Campbell Counties. If these exchanges are approved, EOG may try to leverage its new ownership rather than abiding by existing surface agreements or negotiating and paying adequate compensation for its operations. The Office of State Lands should not become a part of EOG's strategy in this regard.

6. Finally, the State should not start a precedent that could result in oil and gas companies exchanging out all of the State owned sections in counties that contain mineral resources. Rather, the Office of State Lands should continue to be a good steward of its lands and continue to maintain them as an integral part of the ranching community.

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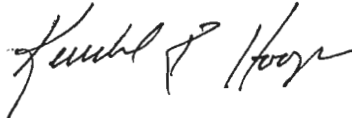
<sup>1</sup> Reno has negotiated a surface use agreement ("SUA") with EOG that governs the operations on both the State Lands and RENO's deeded lands. Under the State's payment structure, the State will receive 80% of the annual payments proceeds associated with such facilities located on the State Lands each year. If the proposed exchange were approved, the State would lose the opportunity to recover considerable, ongoing annual rental and surface damage payments for such facilities.

**Jennifer Scoggin, Director**  
**December 6, 2019**  
**Page 3 of 3**

---

For the reasons stated above, Reno respectfully requests that the State reject EOG's proposed land exchange.

Sincerely,



Kendal R. Hoopes

KRH/erb  
Enclosures

EOG Letter and Comment Form – State Lease No. 2-3672  
EOG Letter and Comment Form – State Lease No. 2-3992

cc: EOG Resources, Inc. (via regular mail) ✓  
Sen. Brian Boner, via email  
Sen. Jeff Wasserburger, via email  
Rep. Eric Barlow, via email  
Rep. Aaron Clausen, via email  
EOG Resources, Inc., via email  
Cyrus Western, via email  
client



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\$12.05  
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From 80202



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Flat Rate Envelope 9044766487

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

0005

*Petal*  
FLOYD RENO  
FLOYD C. RENO & SONS INC.  
1200 TURNERCREST RD  
GILLETTE WY 82718-9264

H080

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 8156 52

Surface Lessee  
Notificatgion



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number: 9402 8098 9864 3054 8156 52.

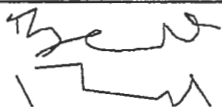
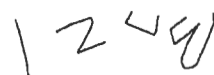
#### Item Details

<b>Status:</b>	Delivered, Left with Individual
<b>Status Date / Time:</b>	November 12, 2019, 9:15 am
<b>Location:</b>	GILLETTE, WY 82718
<b>Postal Product:</b>	Priority Mail®
<b>Extra Services:</b>	Certified Mail™ Return Receipt Electronic Up to \$50 insurance included
<b>Recipient Name:</b>	Floyd Reno

#### Shipment Details

<b>Weight:</b>	70lb, 0.0oz
----------------	-------------

#### Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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United States Postal Service®  
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Washington, D.C. 20260-0004



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US POSTAGE  
11/08/2019  
From 80202



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ComBasPrice  
Flat Rate Envelope 9044766487

Zone 3

**PRIORITY MAIL 2-DAY™**

Jennifer Avila-Land(12)  
EOG RESOURCES INC  
600 17th St, Ste 1000N  
Denver CO 80202-5405

Estimated Delivery Date: 11/12/2019

**0005**

**B002**

FLOYD RENO  
FLOYD C. RENO & SONS INC.  
PO BOX H  
SHERIDAN WY 82801-0618

**USPS CERTIFIED MAIL**



9402 8098 9864 3054 7746 69

Surface Lessee  
Notification



November 15, 2019

Dear Jennifer Avila:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9402 8098 9864 3054 7746 69.**


**Item Details**

**Status:** Delivered  
**Status Date / Time:** November 12, 2019, 2:10 pm  
**Location:** SHERIDAN, WY 82801  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
Up to \$50 insurance included  
**Recipient Name:** Floyd Reno

**Shipment Details**

**Weight:** 70lb, 0.0oz

**Recipient Signature**

<b>Signature of Recipient:</b>	 Derick F Boyd
<b>Address of Recipient:</b>	PO BOX 1 <small>SHERIDAN, WY 82801-0018</small>

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

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**STATE OF WYOMING**  
**Office of the Secretary of State**

I, EDWARD A. BUCHANAN, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

**EOG Resources, Inc.**

is a

**Profit Corporation**

formed or qualified under the laws of Delaware did on **July 31, 1985**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **1985-000230585**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed an Application for Certificate of Withdrawal.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 22nd day of July, 2020 at 10:32 AM. This certificate is assigned ID Number 038012928.



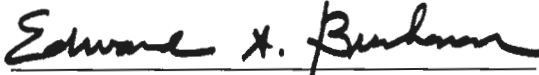
  
Secretary of State

Exhibit "D"

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website <https://wyobiz.wyo.gov> and following the instructions displayed under Validate Certificate.