

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. **DATE OF PROPOSED ACTION:** January 20, 2015

2. AGENDA ITEM:	<input type="checkbox"/> Appointments	<input type="checkbox"/> Bids/Purchases	<input type="checkbox"/> Claims
<input checked="" type="checkbox"/> Contracts/Agreements/Leases	<input type="checkbox"/> Grants	<input type="checkbox"/> Land Use: Board App/Subdivision/ZC	
<input type="checkbox"/> Proclamations	<input type="checkbox"/> Public Hearings/Rules & Reg's	<input type="checkbox"/> Reports & Public Petitions	
<input type="checkbox"/> Resolutions	<input type="checkbox"/> Other		

3. **DEPARTMENT:** Planning & Development Office


APPLICANT: EOG Resources, Inc.

AGENT: EOG Resources, Inc.

4. DESCRIPTION:

Consideration of a Waiver Agreement, per State Statute 30-5-408(a), to allow EOG Resources, Inc. access onto property owned by Laramie County, in order to survey for placement of oil and gas wells and associated structures.

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



Amount \$ _____ From _____

5. **DOCUMENTATION:** 2 Originals 0 Copies

<u>Clerks Use Only:</u>	
<u>Commissioner</u>	<u>Signatures</u>
Ash _____	Co Atty _____
Holmes _____	Asst Co Atty _____
Heath _____	Grants Manager _____
Kailey _____	
Thompson _____	
Action _____	Outside Agency _____



LARAMIE COUNTY PLANNING & DEVELOPMENT DEPARTMENT

Planning • Building

M E M O R A N D U M

TO: Laramie County Board of Commissioners

FROM: Karen Bryant, Associate Planner

DATE: January 20, 2015

SUBJECT: EOG Resources, Inc. Waiver Request

EOG Resources, Inc. has submitted a Waiver Request to allow them to survey, test, stake, etc. on property owned by Laramie County, known as Archer Ranch Sites, Site 53. The intent of the Waiver is to allow EOG Resources, Inc. to move forward with the State Permitting process while the Surface Use Agreement is completed. EOG Resources Inc. has agreed to work with County staff on the placement of all pads, roads and accessory structures during the development and permitting process.

Attachments:

EOG Resources Letter of Waiver Request
Waiver Agreement



EOG Resources, Inc.
600 Seventeenth Street
Suite 1000N
Denver, CO 80202
Main: 303-572-9000
Fax: 303-824-5400

January 8, 2015

Laramie County Planning and Development
Attn: Karen Bryant
3966 Archer Parkway
Cheyenne, Wyoming 82009

RE: Waiver Agreement
Township 14 North, Range 65 West, 6th P.M.
Section 26: W2NW
Laramie County, WY

Dear Karen:

EOG Resources, Inc. (EOG) respectfully requests that their request for Waiver per W.S. § 30-5-408(a) as to the referenced lands be placed on the January 20, 2015, agenda before the Laramie County Board of Commissioners.

Sincerely,

Barbara Griswold
Sr. Regulatory Specialist

WAIVER OF CERTAIN RIGHTS UNDER THE WYOMING SURFACE ENTRY ACT

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

This Waiver applies to the following described property:

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

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

Also known as: Site 53, Archer Ranch Sites

Laramie County, Wyoming

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

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

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

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

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

**Surface Owner:
Laramie County**

Chairman, Laramie County Commissioners

Dated

Attest:

Laramie County Clerk

Dated

EOG Resources Inc.

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

Dated

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