LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 17, 2017 2. AGENDA ITEM: ☐ Appointments Bids/Purchases Claims Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions Resolutions Other 3. DEPARTMENT: Laramie County Commissioners APPLICANT: Saddlehorn Pipeline, Co. AGENT: Rob Geringer 4. DESCRIPTION: Revocation of the easement agreement 170502-08 and consideration of a non-exclusive easement agreement between Saddlehorn Pipeline Company and Laramie County for five years. From To **2022** Amount \$5,800 RECEIVED AND APPROVED AS 5. DOCUMENTATION: 2 Originals TO FORM ONLY BY THE LARAMIE COUNTY ATTORNEY Clerks Use Only: Commissioner Signatures Ash Co Attny ___ Assist Co Attny _____ Heath Grants Manager Holmes Outside Agency _____ Kailev Thompson _____

Action

Postponed/Tabled___

EASEMENT AGREEMENT

LARAMIE COUNTY-SADDLEHORN PIPELINE COMPANY LLC

THAT the Laramie County Commissioners, on behalf of Laramie County, Wyoming, (Grantor), for and in consideration of five thousand eight hundred Dollar(s) (\$5800.00) for a temporary easement as described herein and one hundred and ten dollars (\$110.00) per rod for the post-temporary right of way and easement and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto Saddlehorn Pipeline Company, LLC, a Delaware limited liability company, with offices at One Williams Center, OTC-8, Tulsa, Oklahoma 74172, its successors and assigns, (Grantee), a non-exclusive right of way and easement, 30 feet in width, to construct, reconstruct, operate, maintain, repair, replace and remove an oil pipeline and all necessary and incidental fixtures and equipment for the transportation of same in and through the real estate described in Exhibit A attached hereto and fully incorporated herein:

In addition to the rights and limitations provided above, said grant of right of way and easement shall provide that:

- I. Grant. Grantor grants to Grantee, Grantee's successors and assigns, a non-exclusive right of way and easement to construct, reconstruct, operate, maintain, repair, replace and remove a pipeline for the transportation of crude oil, oil products or liquid or liquefiable hydrocarbons on a portion of the real estate owned by Grantor described in Exhibit A attached hereto (Exhibit A constituting a metes and bounds description of the real property in gross upon which the easement as specifically described below will be located, along with the permanent parcel number(s) for each parcel of land described). The right granted by this easement shall be deemed to run with the land, be subject to the terms herein including but not limited top conditions as to term of easement.
- II. Description of Easement Area. The easement will run along a line that is described particularly by metes and bounds in a legal description prepared and stamped by a Wyoming Registered Surveyor in good standing, as set out in Exhibit A attached hereto. Said line of easement is further shown on the map also prepared by the Registered Surveyor attached hereto as Exhibit A.
 - a. **Temporary Easement for Construction**. During the period of construction of the pipeline as described in this easement, the easement Area shall include 50 feet on the east side of the line of easement, thus constituting a temporary easement 80 feet in width during the period of construction. "Temporary" shall mean no more than one hundred and twenty (120) days from first ground breaking on Grantor's property, not including time for reclamation.
 - b. **Pipeline Easement**. The pipeline easement which shall continue following completion of construction shall be 15 feet on each side of the pipeline, thus constituting an easement Area 30 feet wide as further described in Exhibit A. The Area contained within the Easement, whether temporary easement for construction, or the pipeline easement, as applicable, may be referred to as "Easement Area."
 - c. Reclamation. Grantee shall be responsible to reclaim the area to elevations and surface composition the same as prior to the installation of the pipeline, to the degree reasonably

practicable, with Grantee being required to provide necessary fill and topsoil in order to reclaim the Easement Area. Reseeding and vegetative reclamation shall be done with seed or plantings in accord with NRCS guidelines or recommendations and in any event shall be with native/local grasses and/or plants.

- d. Term This easement shall be for an initial term of five (5) years from the date it becomes effective. Grantee shall have a right to renew under these same terms and conditions at the expiration of the first five year term. At the end of a second five (5) year term, renewal shall be in the full discretion of the Grantor. In the event Grantor desires to terminate this easement at the end of the second five year term and the Grantor desires to offer the easement for sale to others, Grantee shall be offered a right of first refusal as to any offered price from any third party offeror. In the event that Grantor does not wish to offer the easement for sale or receives no offers at the end of the second five year term, the easement may be renewed with Grantee upon mutual agreement between the parties.
- III. Consideration. Grantor acknowledges receipt from Grantee of full payment of consideration for this Easement, determined on the basis of the lineal distance of the Easement on Grantor's property.
- IV. Purpose and Limitations on Use of Easement. This Easement is granted solely for the purposes and uses set forth and limited below:
 - a. Single Pipeline. This Easement allows one pipeline with a maximum nominal diameter of six
 (6) inches. The pipeline shall be used only for the transportation of crude oil, oil products or liquid or liquefiable hydrocarbons.
 - b. **Depth**. The top of the pipeline shall be a minimum of thirty-six (36) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater.
 - c. Appurtenances. There shall be no surface or subsurface appurtenances to the pipeline (including, but not limited to meter stations, meter pits, compression or pumping stations or devices, structures, fences, signs) other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor. Notwithstanding the foregoing, Grantee may place location markers, vent pipes and/or corrosion control equipment along property boundaries or fence lines or as may otherwise be required by applicable law or regulation.
 - d. Other Easements. Grantor may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with Grantee's purposes and uses of the Easement after obtaining the prior, written consent of Grantee which shall not be unreasonably withheld, and which shall be provided within thirty (30) calendar days after receipt of request therefor. Grantee shall have no right to grant additional easements or subeasements on, along or across the Easement Area.
 - e. **Grantor Use of Easement**. Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with and prevent

the use by Grantee of the Easement, including the right to build and use the surface of the granted Easement Area for drainage ditches, private streets, roads, driveways, alleys, walks, gardens, lawns, grazing, plantings and crops, parking areas, access for other industrial or commercial uses and other like uses, and to grant additional easements or dedicate all or any part of the Easement Area to any public entity for use as a public street, road or alley. Grantor may construct fences across the Easement Area, but Grantor shall not construct any permanent structure (structure with foundation or that is affixed to ground) or plant trees in the Easement Area without Grantee's prior written consent. If the Grantor shall dedicate all or any part of the Easement Area, the Grantee shall execute all instruments that may be necessary or appropriate to effectuate the dedication, without, however, extinguishing the rights granted in this Easement. Grantor's rights include, but are not limited to, access to maintain, shape and reconfigure drainage formations and constructions in the Easement Area including an existing detention pond.

f. Grantor reserves the right, at Grantor's expense, to relocate the Easement and the pipeline installed therein provided the relocated Easement and pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar day's prior written notice of the intention to relocate the Easement.

V. Maintenance and Upkeep.

- a. Excavation or Construction Concerning Replacement or Repair. In the event of any replacement or repair to the pipeline, all work and activity shall be contained in the pipeline easement Area (and not the temporary construction easement) unless and until a separate temporary easement is agreed to in writing and signed by Grantor. All standards and requirements applicable for initial construction activities set forth in this Easement shall be equally applicable to any repair or replacement activities.
- b. **Warnings**. Grantee shall construct and maintain appropriate signage warning of the pipeline and advising of its location.
- c. Maintenance Obligations; Contact Person. Maintenance of the Easement Area (other than as to crops or vegetation planted by Grantor) shall be the sole obligation of Grantee. Grantee shall have the right to cut, trim or remove any trees, overhanging branches or other obstructions which may endanger the safety of or interfere with the construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities; the right to pile dirt and materials and to operate equipment on the surface of the land, both within said easement and immediately adjacent thereto, during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities and the right of ingress and egress for the purpose of exercising the rights herein granted.

Grantor shall provide notice to Grantee in the event that weeds or other growth require removal or attention. Grantee shall have sixty (60) days from notice by Grantor to resolve any such weed or growth problems.

Upon completion of construction and prior to the pipeline being placed in service, if required by Grantor, Grantee shall provide Grantor with a written plan and schedule for Grantee's maintenance, upkeep and inspection of the pipeline and Easement Area. Grantee shall therewith provide Grantor with a contact person designated by Grantee, including name, address, 24/7 telephone access number, fax number and email. The contact person shall have information and knowledge pertinent to the pipeline and Easement Area in order to address

questions and concerns from Grantor. In the event the contact person is replaced or changed by Grantee, Grantor shall be given reasonable prior written notice of the change, along with the required information for the new contact person.

- d. Access to Easement Area by Grantee. The map described in Paragraph 11 above shall specifically depict the access areas whereby Grantee will have access to the pipeline and pipeline Easement Area. Other than in the case of an emergency, Grantee will not access the pipeline Easement Area from points other than the stated access areas. In the event any appurtenant facilities are permitted on the Easement Area (which would require separate written agreement and unless specifically waived in writing by Grantor,) such appurtenances shall be protected by fences and gates, with fences sufficient to exclude animals and Grantor's permittees, invitees and guests. No gates shall obstruct full access by Grantor to Grantor's property (other than portions fenced immediately around the appurtenance) unless Grantor is given a key, and the right of ingress and egress at Grantor's discretion. No person or entity shall have access to the pipeline Easement Area other than Grantee, its contractors or permittees, and then only for purposes of inspection, maintenance, and repair and replacement of the pipeline.
- e. Taxes. In the event any real property tax is imposed upon Grantor by reason of the pipeline and the pipeline Easement, Grantee shall assume, pay, and reimburse Grantor, upon presentation of an invoice from Grantor in full for the amount of such taxes or any other increased real or personal property taxes. Grantee may arrange for direct billing of any tax costs from the appropriate governmental entities.
- f. **As Built Drawings.** Grantee shall supply to Grantor a complete set of "as built' record drawings of the pipeline location on Grantor's property within 180 days of the completion of the construction of same. Upon Grantor's receipt of the "as built" drawings, this Easement shall be rerecorded to include the "as built" drawings as Exhibit B.
- VI. Liability. Grantee shall be liable for all damages and losses caused by or arising out of the construction, maintenance, repair, replacement, or operation of the pipeline or activities upon the Easement Area that may be asserted against Grantor, except to the extent any such claims arise from the conduct of Grantor, Grantor's agents, contractors, employees, invitees, guests and permittees. Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from the operations of or for Grantee or Grantee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including attorneys' fees; and each assignee of this Easement, or any interest therein, agrees to indemnify and hold harmless Grantor in the same manner; provided, however, this indemnity shall not apply to any instances where such claims arise from the conduct of Grantor, Grantor's agents, contractors, employees, invitees, guests and permittees. The provisions of this paragraph shall survive the termination or abandonment of this Easement.
- VII. Termination and Abandonment. If Grantee has not commenced construction of a pipeline within twenty-four (24) months following the date this Easement is signed by Grantor, this Easement shall be deemed abandoned. Once construction has commenced (construction being defined as excavation of a trench for the installation of the pipeline), if Grantee has failed to

maintain the Easement Area for a continuous period of twenty-four (24) months, then this Easement shall be deemed abandoned. "Maintenance" includes but is not limited to adherence to the provisions herein as well as mowing the right of way as necessary, inspecting and preserving pipeline markers and vent pipes and maintenance of the pipeline through testing, monitoring and repairing as needed or as these are required by law or regulation. If Grantor believes that the Easement has been abandoned, it shall provide written notice thereof to Grantee through the designated contact person maintained by Grantee under this Easement, said notice to be sent by certified mail and facsimile. Unless Grantee has responded within thirty (30) calendar days after such notice has been sent, providing evidence to counter the facts as presented by Grantor regarding abandonment, then Grantor may proceed to record an affidavit providing notice of abandonment and termination of this Easement with the recorder's office of Laramie County, Wyoming. Grantee hereby agrees that such notice shall constitute abandonment and termination of this Easement.

Grantee may terminate this Easement at any time upon providing written notice of termination on record at the recorder's office of the county where the Easement is located, along with serving a copy of that recorded notice upon Grantor.

Within ninety (90) days following abandonment or termination (as evidenced by recording notice of abandonment or termination with the county recorder), Grantee shall remove at Grantee's cost any pipe or other structures, accoutrements, or the like from the Easement Area, and reclaim the area to elevations and surface composition the same as prior to such removal, to the degree reasonably practicable, with Grantee being required to provide necessary fill and topsoil in order to reclaim the Easement Area. Grantee shall separately compensate Grantor for any losses and damages, including damage to crops incurred by reason of such reclamation and removal. Any waiver of the removal and reclamation requirement by Grantor must be in writing, signed by Grantor. There shall be no refund of consideration paid to Grantor for this Easement by reason of termination, lack of development, or for any other reason.

VIII. Miscellaneous.

a. Title. Grantor makes no representation or warranty as to Grantor's title to the land described in Exhibit A hereto. It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's property for the purposes and to the extent deemed necessary by Grantee in order to enter this Easement.

Environmental Issues. Grantee shall not use, dispose of or release on or under the Easement adjacent thereto, or permit to exist or be used, disposed of or released any substances (other than those Grantee has been licensed or permitted by applicable public authorities to use on the Easement Area) which are defined as "hazardous materials", "toxic substances" or "solid waste" in federal, state or local laws, statutes or ordinances, including but not limited to hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 - 42 U.S.C. §§ 9601-9675 and 40 C..F.R. Part 302. (as amended). Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released, Grantee shall notify Grantor immediately after notifying the applicable governmental body of such event. Grantee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including, but not limited to penalties.

- b. Grantee shall be responsible for, and shall comply with all applicable laws and regulations as to any required permitting, licenses, and fees related thereto concerning, relating to or arising from Grantee's use of the Easement Area, this Easement, and the pipeline.
- c. Assignments. The rights granted herein to Grantee may not be assigned by Grantee without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, Grantee may assign, whether in whole or in part, the rights granted herein without the consent of Grantor if the assignment is to a parent, subsidiary, affiliate or related company of Grantee or for any mortgage, pledge, or other type of encumbrance of the pipeline or this Easement. In the event of any assignment by Grantee, whether of a type requiring Grantor's consent or not or any subsequent assignment by any successor Grantee, the Grantee assigning shall be obligated to ensure, and will warrant that the assignee shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this Easement (including, but not limited to, requirements as to indemnity and insurance).
- d. **Entire Agreement.** The Easement Agreement (8 pages) and Exhibit A (2 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- e. **Modification.** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- f. Invalidity. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Grantor is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.
- g. Applicable Law and Venue. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive Grantor's governmental immunity as provided in this Agreement.
- h. **Discrimination.** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- ADA Compliance. All parties agree they will not discriminate against a qualified individual
 with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L.
 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations
 relating thereto.
- j. Governmental/Sovereign Immunity. Grantor does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Grantor 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.

- k. Third Parties. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- Conflict of Interest. Grantor and Grantee affirm, to their knowledge, no Grantee employee
 has any personal beneficial interest whatsoever in the agreement described herein. No staff
 member of Grantee, compensated either partially or wholly with funds from this Agreement,
 shall engage in any conduct or activity which would constitute a conflict of interest relative to
 this Agreement.
- m. Force Majeure. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- n. Notices. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- o. **Compliance with Law.** The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

IX. Kaiser Acknowledgement

The parties agree that the easement as described in Exhibit A to this Agreement includes an overlap or intrusion of ten (10) feet into an easement held by Kaiser. Kaiser, by signature below, acknowledges and consents to the ten (10) foot overlap of Kaiser's easement as designated by Exhibit A to this Easement Agreement. It is agreed between all parties that by so consenting Kaiser does not waive or abrogate any rights it holds in regard to the easement subject to the overlap.

[Remainder of page intentionally left blank. Signature page follows.]

In Witness Whereof, this instrument is executed as of the	nis day of	, 2017 by,
GRANTOR: Laramie County Wyoming		
By:	Date	
Chairman, Laramie County Commissioners		
ATTEST		
Ву:	Date	
Debra Lee, Laramie County Clerk		
GRANTEE:		
SADDLEHORN PIPELINE COMPANY, LLC		
By: Magellan Pipeline Company, L.P., its Construction Manager		
By: Magellan Pipeline GP, LLC, its general partner		
Name: Mark McKenzie		
Title: VP Engineering & Construction		
Consent under and as to Article X only KAISER-FRONTIER MIDSTREAM, LLC. By: Kaiser Midstream, LLC. Its: Manager By:		
COUNTY OF TULSA)	-0 1	
This instrument was acknowledged before me the duly authorized President of Kaiser Midstream, I manager of Kaiser-Frontier Midstream, LLC., an Oklah	LLC., a Delaware limited	liability company, the
My Commission Expires:	Jeana 1	rece
4-21-2019 [SEAL]	Notaty Public Commission No. 11003	360

Notary Public
State of Oklahoma
JEANA COOK
TULSA COUNTY
COMMISSION #11003680
Comm. Exp. 04-21-2019

EXHIBIT A

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARAMIE COUNTY, WYOMING SHEET 1 OF 2

PARCEL DESCRIPTION

A STRIP OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARAMIE, STATE OF WYOMING, BEING A 30 FOOT WIDE PERMANENT EASEMENT, BEING 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 26 AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP, STAMPED "PLS 10838", WHENCE THE NORTHWEST CORNER OF SAID SECTION 26, AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP, STAMPED "PELS 2613", BEARS N 00*10'07" E, A DISTANCE OF 2 639.46 FEET, BEING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, S 89*59'25" E, A DISTANCE OF 84.86 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 . N 00*08'43" E. A DISTANCE OF 1576.81 FEET.

THENCE N 45*10'07" E, A DISTANCE OF 42.88 FEET;

THENCE N 00"15'22" E. A DISTANCE OF 298.09 TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 AND THE POINT OF TERMINUS. WHENCE THE NORTHWEST CORNER OF SAID SECTION 26 BEARS N 08*44*10" W. A DISTANCE OF 742.95 FEET:

THE SIDE LINES OF THIS EASEMENT ARE LENGTHENED OR SHORTENED TO AND TO TERMINATE AT SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 26 AND THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 1,917,78 FEET (116.23 RODS), CONTAINING AN AREA OF 57,534 SQUARE FEET OR 1.32 ACRES, THE TOTAL TEMPORARY WORKSPACE SHOWN HEREON IS 96,126 61 SQUARE FEET OR 2.21 ACRES, THE TOTAL ADDITIONAL TEMPORARY WORKSPACE SHOWN HEREON IS 63,180.07 SQUARE FEET OR 1,45 ACRES MORE OR LESS.

LEROY W. FARLEY, LS 10387

FOR AND ON BEHALF OF LW SURVE PROJECT :: 51619

SSIGNOT W. FAR, U.S. W. FARLE

MAGELLAN

CHEYENNE NORTH LATERAL PIPELINE

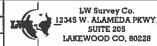
SADDLEHORN PIPELINE CO., LLC

TRACT NO. 6947-24-LA-26

Landowner: LARAMIE COUNTY

PROPOSED 30' PIPELINE EASEMENT

Sec. 26, T14N, R65W, 6TH P.M, Laramie County, Wyoming

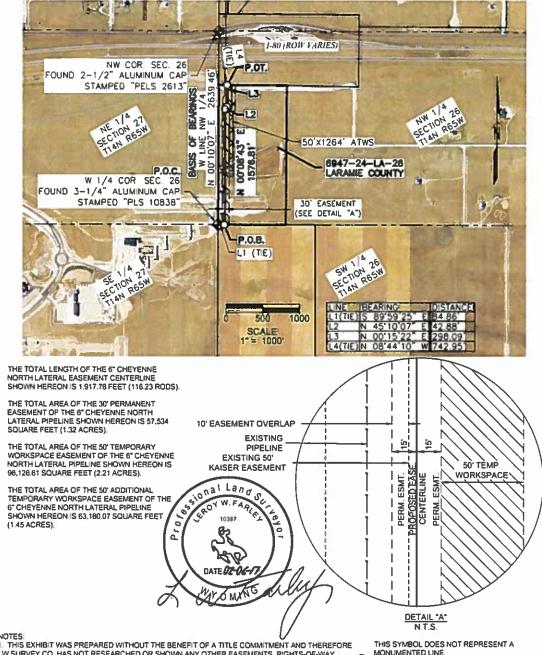


LW Project No. 51819 Drawn by JAG Date 10/20/16

Approved by CRD Revision # 6 Date 02/06/17

EXHIBIT A

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARAMIE COUNTY, WYOMING SHEET 2 OF 2



- 1. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE LW SURVEY CO. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS. RIGHTS-OF-WAY. VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 2. THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE. THE EXACT LOCATION OF THE CENTERLINE OF THE EASEMENT HERETOFORE CONVEYED SHALL BE ADJUSTED TO MATCH THE AS-CONSTRUCTED LOCATION.
- 3. THE BEARINGS SHOWN HEREON WERE ESTABLISHED BY UTM 13 NORTH COORDINATE SYSTEM. NAD 83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET, TO OBTAIN GROUND DISTANCES MULTIPLY VALUES GIVEN HEREON BY 1,0006745533.
- THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT,
- 5. SITE LAST VISITED AUGUST 21, 2016

- MONUMENTED LINE THIS SYMBOL ONLY DEPICTS A CHANGE IN DIRECTION
- P.O.C. = POINT OF COMMENCEMENT
- P.O.T. = PONT OF TERMINUS
- P.O.B. = POINT OF BEGINNING
- = FOUND MONUMENT AS NOTED

SEE ATTACHED DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

SADDLEHORN PIPELINE CO., LLC LW Survey Co. 12345 W. ALAMEDA PKWY TRACT NO. 6947-24-LA-26 MAGELLAN SUITE 205 LAKEWOOD CO, 80228 Landowner: LARAMIE COUNTY PROPOSED 30' PIPELINE EASEMENT LW Project No. 51619 Drawn by JAG Date 10/20/10 CHEYENNE NORTH LATERAL PIPELINE Approved by: CRD Revision # 6 Sec. 26, T14N, R65W, 6TH P.M. Laramie County, Wyoming