

RIGHT OF WAY EASEMENT
LARAMIE COUNTY/ROARING FORK MIDSTREAM, LLC

STATE OF WYOMING)

)ss.

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LARAMIE)

THAT THE UNDERSIGNED, Laramie County, of P.O. Box 608, Cheyenne, WY 82003, designated herein as "Grantor", for and in consideration of the sum of Ten and More Dollars (\$10.00), the receipt of which is hereby acknowledged, do hereby grant, warrant, sell and convey to **Roaring Fork Midstream, LLC**, whose address is **1125 17th Street, Suite 650, Denver, CO 80202**, its successors and assigns, designated herein as "Grantee", (Grantor and Grantee being sometimes collectively referred to hereafter as the "**Parties**" and individually as a "**Party**"), an exclusive Right of Way easement and privilege to survey (including civil, environmental, cultural and geotechnical surveys), lay, construct, maintain, operate, repair, replace, reconstruct, inspect, remove or abandon in place up to two (2) pipelines, including the right to repair or replace such pipeline, together with all other appurtenances thereto, whether above or below ground, together with the rights of ingress and egress across the land described below in order to access said Right of Way (as defined below) for the purposes aforesaid and to conduct such other activities as may be convenient or necessary, as determined by Grantee, to transport and convey gas, oil, condensate in, to, on, over, across and through the following described tract of land situated in Laramie County, Wyoming as described below:

Township 14 North, Range 65 West, 6th P.M.
Section 26: Part of NW4
Laramie County, Wyoming

("Grantor's Lands"). The Right of Way easement granted and conveyed herein is generally depicted in the attached **Exhibit "A"** and made a part hereof for all purposes (hereinafter referred to as "Right of Way"). The Right of Way shall not exceed thirty feet (30') in width without the express written consent of Grantor. The Right of Way may be expanded temporarily during any period of construction, repair, maintenance, replacement, or removal to a width of one hundred feet (100'), except that such expansion shall be to a width of one hundred fifty feet (150') at all road, ditch and waterway crossings and any areas of severely uneven ground. It is agreed that additional temporary work space may be needed for construction around road, ditch and waterway crossings and any areas of severely uneven ground, and additional temporary work space shall be granted outside of the Right of Way when necessary. Any additional temporary work space shall not exceed one hundred fifty feet (150') in width or more than three (3) times the length of any crossing.

The Right of Way shall become effective when it is fully executed and shall remain in full force and effect for so long as Grantee continues to hold a right authorizing the activities which the Right of Way on Grantor's Lands are intended to benefit ("Term"). When this Right of Way terminates, the Parties shall execute any and all releases necessary to evidence the fact that this Right of Way has terminated. The Grantor specially warrants title to the Right of Way, and all other warranties of title, whether express, implied or statutory, are hereby expressly excluded under this Right of Way.

The Grantor, their successors, beneficiaries, heirs or assigns, reserve all oil, gas and minerals rights on and under Grantor's Lands and the right to farm, graze and otherwise fully use and enjoy Grantor's Lands, provided, however, that Grantor, their successors, beneficiaries, heirs, and assigns shall not interfere with Grantee's use of the Right of Way and the rights herein granted, nor shall they excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across said Right of Way, any pit, well, foundation, pavement or any other structure, installation or improvement, whether temporary or permanent, without Grantee's prior written consent. Grantee shall have the right to remove, cut and keep clear all trees, brush and other obstructions, including installations and structures, that may injure, endanger or interfere with the construction, use of, inspection, maintenance and repair of said Right of Way, including pipeline, valves, fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Grantee shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress over and across Grantor's Lands described above.

The GRANTEE SHALL bury the top of its pipe at least forty-eight (48) inches below the surface of the ground. Should it be discovered that any portion of the pipeline has less than thirty six (36) inches of cover due to erosion or any other causes, Grantee shall, as soon as reasonably practical, take such steps necessary to insure such portion of the pipeline has a minimum of thirty six (36) inches of cover.

The GRANTEE SHALL remove only a reasonably minimum amount of vegetation necessary for the construction of the pipeline. Topsoil shall be conserved during excavation, stored and reused as cover on disturbed areas to facilitate regrowth of vegetation.

The GRANTEE HEREBY AGREES to pay to Grantor, within thirty (30) days of Grantor's execution of said Right of Way, a sum as set forth in **Exhibit "B"** as consideration for the Right of Way, it being agreed that Grantee may remove Exhibit B from this Right of Way prior to recording. It is agreed and understood by the Parties hereto, that the consideration paid to Grantor in the amounts set forth in Exhibit B for the rights granted in this Right of Way, is the full, complete, and final payment for the enjoyment and use by Grantee of its rights hereunder, including without limitation for the laying and construction of Pipeline(s) hereunder.

IT IS AGREED AND UNDERSTOOD by the Parties hereto that the right of the Grantee, its successors and assigns, to repair or replace the existing pipeline within the Right of Way in the future shall be a successive and recurring right exercisable at the sole discretion of Grantee, its successors and assigns.

The Grantor agrees to notify the Grantee of all loss or damage that Grantor believes to have been created due to Grantee's operations on Grantor's Lands.

The GRANTEE SHALL restore the surface of the Right of Way, as near as practicable to the condition encountered when the Grantee began its operations on the Right of Way, such restoration to include the repair of any cut fences, leveling of the ground and cleaning up debris left by Grantee. The Grantee agrees to reseed, at Grantee's expense, the area in which grass or foliage were destroyed by acts of Grantee, with the same kind of grass or foliage destroyed, to mulch (if necessary) or cover the ground properly until the ground is adequately covered with

sufficient grass or foliage to prevent erosion. The Grantor agrees to notify Grantee of any claimed deficiencies in Grantee's restoration and repair activities.

The GRANTEE WILL notify the Grantor when any planned survey, construction, maintenance, replacement, repair or removal of any pipeline or appurtenances is scheduled to occur. Notice of any emergency construction, maintenance, replacement, repair or removal of any pipeline or appurtenances shall be given as soon as reasonably practical after the Grantee becomes aware of such emergency construction, maintenance, replacement, repair or removal.

The GRANTOR covenants that it is the lawful fee simple owner of the Grantor's Lands, that Grantor has the right and authority to make and execute the grant of the Right of Way.

Additional Provisions

Termination/Abandonment: If the Grantee has not commenced construction of the pipeline(s) within thirty six (36) months following the date this Right of Way is signed by the Grantor, this Right of Way shall be deemed abandoned. If the Grantee fails to use or maintain the Right of Way within a consecutive twenty-four (24) month period, the Right of Way shall be deemed abandoned. If the Grantor believes that the Right of Way has been abandoned, Grantor shall provide written notice thereof to the Grantee through the designated contact person maintained by the Grantee under this Right of Way, said notice will be sent by certified mail and/or facsimile. Unless the Grantee has responded within thirty (60) days of the notice, providing evidence to counter the facts presented by Grantor regarding abandonment, the Grantor may proceed to record an affidavit providing notice of abandonment and termination of this Right of Way with the recorder's office of Laramie County, Wyoming. The Grantee hereby agrees that such notice shall constitute abandonment and termination of this Right of Way.

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

Indemnification: To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the Grantor, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, damages and losses caused by or arising from this Right of Way, except to the extent liability is caused by the sole negligence or willful misconduct of the Grantor, its employees, contractors or volunteers.

Entire Right of Way Agreement: This Right of Way, 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.

Assignment: The rights granted herein are appurtenant to, and covenants running with, the land and shall extend to and be binding upon, and inure to the benefit of, Grantor and Grantee and each of their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. This Agreement is intended solely for the benefit of the parties hereto and

shall not create any third party beneficiary rights in any other person, other than the respective heirs, executors, administrators, personal representatives, successors, and permitted assignees of Grantor and Grantee. Any sale, transfer, conveyance, or other disposition of the Property or any interest therein by Grantor shall be subject to the Right of Way granted herein. Grantee may not assign to any other party the rights and Right of Way herein granted, either in whole or in part, without Grantor's consent, which consent shall not be unreasonably withheld, conditioned or delayed, as long as such assignee agrees to be bound by the terms of this Right of Way. .

Applicable Law and Venue: The parties mutually understand and agree this Right of Way 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 Right of Way 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 Right of Way.

Governmental Immunity: The 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 Right of Way. 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 Right of Way.

Should any portion of this Right of Way be judicially determined to be illegal or unenforceable, the remainder of the Right of Way shall continue in full force and effect as if the illegal or unenforceable portion was omitted. All counterparts shall be construed together and shall constitute one integrated agreement.

The effective date of this Right of Way grant is the date of the signature last affixed to this page.

IN WITNESS WHEREOF, Grantor has caused these premises to be signed, executed and delivered this 7th day of October, 2020.

GRANTOR: _____

By: _____

GRANTEE: **Roaring Fork Midstream, LLC**

By:  _____

(Acknowledgements to follow)

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of Laramie County.

Witness my hand and official seal.

Notary Public

Commission Expiration

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of October, 2020, by Timothy L. Garnett, as President of Roaring Fork Midstream, LLC, a Delaware limited liability company.


Witness my hand and official seal.



Notary Public



Commission Expiration

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

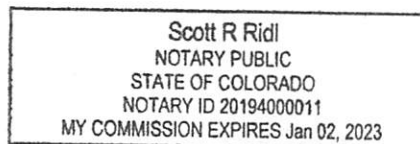


Exhibit "A"
See Attached

EXHIBIT "A"

IN A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 65 WEST, 6TH P.M.,
LARAMIE COUNTY, WYOMING

P.O.C.
NW CORNER
SEC. 26
FOUND
2-1/2" ALUM CAP
PELS 2613

S 43°25'49" E - 1,349.76' (TIE)

INTERSTATE 80

039.000
LARAMIE
COUNTY

BASIS OF BEARINGS
S 00°02'41" W - 2,640.51'

SEE DETAIL

P.O.B.

NW 1/4
SECTION 26

DAVID C.
BELOVARAC,
ABIGAIL L.
BELOVARAC

144.36' (TIE)

W 1/4 CORNER
SEC. 26
FOUND
3-1/4" ALUM CAP
PLS 10838

P.O.T.

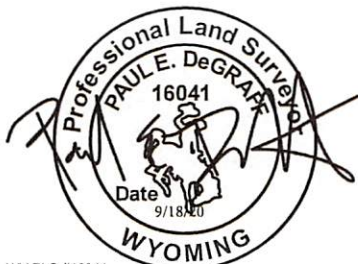
JONATHAN
ARCHULETA,
TERRY MORGAN

N 89°54'08" E - 5,253.03'

E 1/4 CORNER
SEC. 26
FOUND
3-1/4" ALUM CAP
PLS 10838

SURVEYOR'S STATEMENT:

I, PAUL E. DEGRAFF, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS EXHIBIT AND ACCOMPANYING LEGAL DESCRIPTION WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A BOUNDARY SURVEY PLAT OR SUBDIVISION PLAT.

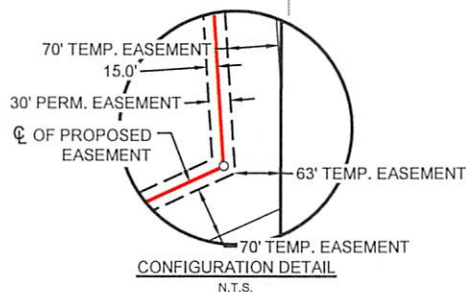


PAUL E. DEGRAFF, WY PLS #16041
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES:

1. THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD. ALL OWNERSHIP INFORMATION WAS PROVIDED BY THE CLIENT.
2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A BOUNDARY SURVEY OR A SUBDIVISION PLAT.
3. SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.
4. BEARING AND DISTANCES SHOWN ARE GRID VALUES DERIVED FROM GPS OBSERVATIONS IN U.S. SURVEY FEET.

LINE TABLE		
NUMBER	BEARINGS	DISTANCE
L1	S 89°10'16" W	108.87'
L2	S 00°51'07" E	159.12'
L3	S 03°32'36" E	417.79'
L4	S 65°38'03" W	805.96'
L5	S 00°01'17" W	715.34'
L6	S 40°29'34" E	45.41'



GRAPHIC SCALE IN FEET



THE CENTERLINE LENGTH OF THE PROPOSED EASEMENT SHOWN HEREON THIS LARAMIE COUNTY PROPERTY IS 2,252 FEET (136.5 RODS).

THE TOTAL AREA OF THE PROPOSED EASEMENT SHOWN HEREON IS 67,575 SQUARE FEET (1.55 ACRES).

THE TOTAL AREA OF THE PROPOSED TEMPORARY EASEMENT SHOWN HEREON IS 150,226 SQUARE FEET (3.45 ACRES).

LEGEND

- P.O.B.** POINT OF BEGINNING
- P.O.T.** POINT OF TERMINUS
- P.O.C.** POINT OF COMMENCEMENT
- POINT OF INTERSECTION
- ◆ SECTION CORNER
- SECTION LINE
- SECTION LINE INTERIOR
- EASEMENT CENTERLINE
- EASEMENT LIMITS
- PROPERTY LINE



PROPOSED PIPELINE EXHIBIT LARAMIE COUNTY

IN A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 65 WEST, 6TH P.M.,
LARAMIE COUNTY, WYOMING

SCALE: 1"= 500'

DRAWN BY: CHB 09/15/2020

CHECKED BY: TC 09/15/2020

REV: 0



ENCOMPASS ENERGY SERVICES
10901 W. 120TH AVENUE
SUITE 400
BROOMFIELD, CO 80021

DWG NO.

61927-PH917-039.00-LARAMIE
COUNTY, REV0

SHEET
1 OF 2

PARCEL DESCRIPTION

A STRIP OF LAND ON A PARCEL OF LAND OWNED BY LARAMIE COUNTY AND IS LOCATED IN A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF LARAMIE, STATE OF WYOMING;

A 30 FEET WIDE PERMANENT EASEMENT, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION

COMMENCING AT THE NW CORNER OF SAID SECTION 26 (AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP "PLS 2613"), FROM WHICH THE W1/4 CORNER OF SAID SECTION 26 (AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP "PLS 10838") BEARS S 00°02'41" W, A DISTANCE OF 2,640.51 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE S 43°25'49" E, A DISTANCE OF 1,349.76 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE THE FOLLOWING SIX (6) COURSES:

- 1) S 89°10'16" W, A DISTANCE OF 108.87 FEET;
- 2) S 00°51'07" E, A DISTANCE OF 159.12 FEET;
- 3) S 03°32'36" E, A DISTANCE OF 417.79 FEET;
- 4) S 65°38'03" W, A DISTANCE OF 805.96 FEET;
- 5) S 00°01'17" W, A DISTANCE OF 715.34 FEET;
- 6) S 40°29'34" E, A DISTANCE OF 45.41 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF TERMINUS FROM WHICH THE SAID W1/4 CORNER OF SECTION 26 BEARS S 89°54'08" W, A DISTANCE OF 144.36 FEET.

THE SIDE LINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2,252 FEET (136.5 RODS), CONTAINING AN AREA OF 67,575 SQUARE FEET OR 1.55 ACRES, MORE OR LESS.

TOGETHER WITH:

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES AS SHOWN ON THE ACCOMPANYING EXHIBIT.

SURVEYOR'S STATEMENT:

I, PAUL E. DEGRAFF, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A BOUNDARY SURVEY OR SUBDIVISION PLAT.



PAUL E. DEGRAFF, WY PLS #16041
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES:

1. THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD. ALL OWNERSHIP INFORMATION WAS PROVIDED BY THE CLIENT.
2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY OR A SUBDIVISION PLAT.
3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.
4. BEARING AND DISTANCES SHOWN ARE GRID VALUES DERIVED FROM GPS OBSERVATIONS IN U.S. SURVEY FEET.



 PROPOSED PIPELINE EXHIBIT LARAMIE COUNTY			
IN A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 65 WEST, 6TH P.M., LARAMIE COUNTY, WYOMING			
SCALE: NA	DRAWN BY: CHB	09/15/2020	CHECKED BY: TC
		09/15/2020	REV: 0
 ENCOMPASS ENERGY SERVICES 10901 W. 120TH AVENUE SUITE 400 BROOMFIELD, CO 80021		DWG NO. 61927-PH917-039.00-LARAMIE COUNTY_REV0	
		SHEET 2 OF 2	

EXHIBIT "B"
CONSIDERATION

[TO BE REMOVED PRIOR TO RECORDING]

This Exhibit B is a part of the Right of Way between Roaring Fork Midstream, LLC (Grantee) and Laramie County (Grantor), dated October 7, 2020, notwithstanding that it may be detached from the Right of Way and excluded from recording in the Public Records.

Grantor and Grantee agree as follows:

1. There shall be a one-time payment in an amount equal to \$25.00 per rod for the installation of the pipeline.
2. Grantor and Grantee agree that the provisions of this Exhibit B are highly confidential and shall not be shared with third parties without the prior written consent of the other Party. Notwithstanding the foregoing, the Parties shall have the right to make the following disclosures without the consent of the other Party: (a) Grantor and Grantee shall have the right to disclose the provisions of this Exhibit B to its officers, employees, partners, debt and equity providers, agents or representatives in the ordinary course of its business with respect to this Right of Way, and (b) as otherwise required by law, provided that the disclosing Party shall give immediate notice of any demand of a Party to divulge any information concerning or relating to this Right of Way and provide further that the disclosing Party cooperate with the Party opposing disclosure, including the assertion of all proper objections to such disclosure.
3. Grantor and Grantee have separately initialed the provisions contained in this Exhibit B in the spaces provided below.

Grantor Initials _____

Grantee Initials *ch*