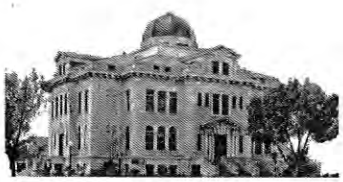
Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three



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Web: www.colorado.gov/logan
E-mail:commissioners@logancountyco.gov

OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, March 24, 2015 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Revisions/Corrections to Agenda
Consent Agenda

Approval of the Minutes of the March 17, 2015 meeting.

Unfinished Business
New Business

Consideration of the approval of Resolution 2015-7 and an application for an amendment to a Conditional Use Permit on behalf of Tallgrass Pony Express Pipeline (Colorado), Inc. to include the right to install and operate a fiber optic communications line and associated appurtenant equipment to provide for more efficient and reliable communications along the pipeline operating and control systems. The fiber optic cable will be installed within Tallgrass existing pipeline right-of-way of a new 33 mile, 20" crude oil pipeline within Logan County. Entering in Section, 6 Township 7 North, Range 55 West, 6th P.M. at the southeast corner of the intersection of Weld County Road 157 and State Hwy. 14, then proceed in an easterly direction generally paralleling Hwy. 14 crossing the Pawnee Pass, then proceeding in a southeasterly direction starting at County Road 25.5, in a path that will route around the south side of Sterling, crossing Hwy 6 near the intersection of County Road 22, then across the South Platte River, Interstate 76, then proceed in a northeasterly direction to a terminus with the Pony Express Pipeline and the Deep Rock Tank Facility on the property owned by TPEP in Section 23, Township 8 North, Range 51 West, 6th P.M.

Consideration of the approval of the following agreements between Logan County and Tallgrass Pony Express (Colorado), Inc.:

°CR 1 (T7N, R56W, Sec. 1: N1/2N1/2 & T7N, R55W Sec. 6: N1/2N1/2) - Fiber Communication Line.
°CR 3 (T7N, R55W, Sec. 6: N1/2N1/2 & Sec. 5: N2) - Fiber Communication Line.
°CR 5 (T7N, R55W, Sec. 5: E1/2NE1/4 & Sec. 4: N1/2) - Fiber Communication Line.
°CR 7 (T7N, R55W, Sec. 4: N2 & Sec. 3: NW1/4) - Fiber Communication Line.
°CR 9 (T7N, R55W, Sec. 3: NE1/4 & Sec. 2: All) - Fiber Communication Line & Electric Line.
°CR 11 (T8N, R55W, Sec. 35: SE 1/4 & Sec. 36: All) - Fiber Communication Line.
°CR 17 (T8N, R54W, Sec. 32: NE1/4 & Sec. 33: NW1/4) - Fiber Communication Line.

°CR 25 (T7N, R54W, Sec. 1: N1/2 & T7N, R53W, Sec. 6: NW1/4) - Fiber Communication Line.
°CR 27 (T7N, R53W, Sec. 6: E1/2 SW 1/4, SE 1/4 & T7N, R53W, Sec. 5: S1/2 NW 1/4, SW 1/4) - Fiber Communication Line.
°CR 29 (T7N, R55W, Sec. 3: NE1/4 & Sec. 2: All) - Fiber Communication Line & Electric Line.
°CR 31 (T7N, R53W, Sec. 4: SE 1/4 & SW 1/4) - Fiber Communication Line.
°CR 290 (T7N, R53W, Sec. 3: SW1/4 & T7N, R53W Sec. 10: E1/2 NW1/4) - Fiber Communication Line.
°CR 24 (T7N, R53W, Sec. 3: SW 1/4 & T7N, R53W Sec. 10: E1/2 NW1/4) - Fiber Communication Line.
°CR 35 (T7N, R53W, Sec. 11: S1/2 NE1/4 & T7N, R53W Sec. 12: S1/2 NW1/4) - Fiber Communication Line.
°CR 39 (T7N, R52W, Sec. 7: SE1/4 NE1/4 & T7N, R52W, Sec. 8: NW1/4) - Fiber Communication Line.
°CR 370 (T7N, R52W, Sec. 9: S1/2 NW1/4 & N1/2 SW 1/4) - Fiber Communication Line
°CR Old Akron Road (T7N, R52W Sec. 2: All & T7N, R52W Sec. 2: All) - Fiber Communication Line.
°CR 21.5 (T8N, R54W, Sec. 35: SW 1/4 & Section 35: SE1/4) - Fiber Communication Line.
°CR 39 (T7N, R52W, Sec. 8: NW1/4) - Permanent Access to Valve Site.
°CR 29 (T7N, R53W, Sec. 5: NE 1/4 exc. Lot in NE4NW4) - Permanent access to Valve Site.
°CR 9 (T7N, R55W Sec. 3: NE 1/4) - Permanent access to Valve Site.
°CR 25 (T7N, R54W, Sec. 1: NE1/2) - Permanent access to Valve Site.

Other Business
Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, March 31, 2015, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

March 17, 2015

The Logan County Board of Commissioners met in regular session with the following members present:

Rocky L. Samber	Chairman
Dave Donaldson	Commissioner
Gene A. Meisner	Commissioner
Alan Samber	Logan County Attorney
Pam Bacon	Logan County Clerk and Recorder
Marie Granillo	Logan County Clerk Deputy
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there might be any revisions or corrections to the agenda? Commissioner Donaldson made a motion to remove the minutes of the March 10, business meeting from the Consent Agenda. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Donaldson would like to have three edits made to the minutes:

- On page 1 in the 4th and 5th paragraphs concerning the approval of the minutes for February 24 and March 3. I would like to see an edit being done that the motion carried 2-0.1 abstention in both of those paragraphs.
- Also on the 3rd page in the paragraph that starts Commissioner Meisner move to award the bid to Pro Tech Paving Maintance Company. Just a spelling edit in the word move to make that moved. Those are the edits that I would like to see done to the minutes.

Commissioner Meisner moved to approve the changes that Mr. Donaldson had announced to the Board. Commissioner Donaldson seconded the motion to approve the minutes as edited and the motion carried 3-0.

The Board continued with the remaining Consent Agenda items:

- Consideration of the appointment of Jennifer Wagner to the Logan County Fair Board as the Queen Coordinator.
- Acknowledge the receipt of the Clerk and Recorder's Report for the Month of February.

Commissioner Meisner moved to approve the Consent Agenda of the March 17, 2015 board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with Unfinished Business:
Chairman Samber commented that the approval of the Bull Riding Production bid for the Logan

County Fair was tabled at the last week's meeting. Unless there is any motion to the effect of that item we will not consider that item; it will remain on the table.

Chairman Samber continued with New Business:
Commissioner Donaldson made a motion to approve Lease Agreement between Logan County and the State of Colorado Board of Land Commissioners for lease of state land in Sec. 11, T7N, R51W of the 6th PM for the purpose of operating the county operated non-profit television translator tower and facilities and authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

Chairman Samber continued with Other Business:
At 11:00 a.m. this morning the Board will be doing the semi-annual inspection of the Logan County Jail. There are currently the following number of inmates: 54 in-county males, 07 in-county females, 10 out-of-county males, 1 out-of-county females, 00 Federal males, 00 Federal females, 00 work release males, 00 work release females and 00 DOC inmates. This is a total of 72 inmates of which 64 are males and 08 are females.

The Board moved on under Miscellaneous Business/Announcements:

The next regular business meeting will be scheduled for Tuesday, March 24, 2015 at 9:00 a.m., here at the Board of County Commissioner's Hearing Room at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:07 a.m.

Submitted by: Marie T. Granello
Logan County Clerk & Recorder (Deputy)

Approved: March 24, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

RESOLUTION
NO. 2015 - 7
Amend Conditional Use Permit 216

A RESOLUTION GRANTING THE AMENDMENT OF THE CONDITIONAL USE PERMIT (CUP) 216 to include the right to install and operate a fiber optic communications line and associated appurtenant equipment to provide for more efficient and reliable communications along the pipeline operating and control systems. The fiber optic cable will be installed within Tallgrass existing pipeline right-of-way of a new 33 mile, 20" crude oil pipeline within Logan County. Entering in Section, 6 Township 7 North, Range 55 West, 6th P.M. at the southeast corner of the intersection of Weld County Road 157 and State Hwy. 14, then proceed in an easterly direction generally paralleling Hwy. 14 crossing the Pawnee Pass, then proceeding in a southeasterly direction starting at County Road 25.5, in a path that will route around the south side of Sterling, crossing Hwy 6 near the intersection of County Road 22, then across the South Platte River, Interstate 76, then proceed in a northeasterly direction to a terminus with the Pony Express Pipeline and the Deep Rock Tank Facility on the property owned by TPEP in Section 23, Township 8 North, Range 51 West, 6th P.M.

WHEREAS, Tallgrass Pony Express Pipeline (Colorado), Inc. previously applied for and received Conditional Use Permit (CUP) 216 for the installation and operation of a 33 mile, 20" crude oil pipeline in Logan County, Colorado; and

WHEREAS, Tallgrass Pony Express Pipeline (Colorado), Inc. has applied to amend the Conditional Use Permit (CUP) 216 to include the right to install and operate a fiber optic communications line and associated appurtenant equipment to provide for more efficient and reliable communications along the pipeline operating and control systems. The fiber optic cable will be installed within Tallgrass existing pipeline right-of-way. Said pipeline is located in portions of the following sections:

TOWNSHIP 7 NORTH RANGE 55 WEST:
N1/2 Sec 6, N1/2 Sec 5, N1/2 Sec 4, N1/2 Sec 3, NW1/4 Sec 2

TOWNSHIP 8 NORTH RANGE 55 WEST:
S1/2 Sec 35, SE1/4NE1/4 Sec 35, N1/2 Sec 36

TOWNSHIP 8 NORTH RANGE 54 WEST:
N1/2 Sec 31, N1/2 Sec 32, N1/2 Sec 33, N1/2 Sec 34, NW1/4 and E1/2SW1/4 and SW1/4SE1/4 Sec 35

TOWNSHIP 7 NORTH RANGE 54 WEST:
N1/2NE1/4 Sec 2, N1/2 Sec 1

TOWNSHIP 7 NORTH RANGE 53 WEST:
NW1/4 and N1/2S1/2 Sec 6, N1/2SW1/4 and SE1/4NW1/4 and S1/2NE1/4 Sec 5, SW1/4NW1/4 and NW1/4SW1/4 and N1/2SE1/4 Sec 4, SW1/4 Sec 3, NE1/4 NW1/4 and N1/2NE1/4 Sec 10, NW1/4 and NE1/4 Sec 11, S1/2NW1/4 and S1/2NE1/4 Sec 12

TOWNSHIP 7 NORTH RANGE 52 WEST:
S1/2N1/2 Sec 7, S1/2N1/2 and N1/2S1/2 Sec 8, SW1/4NW1/4 and SW1/4 and SE1/4 and SE1/4NE1/4 Sec 9, NW1/4 and NW1/4NE1/4 Sec 10, SE1/4 Sec 3, SW1/4, SE1/4, NE1/4 Sec 2, NW1/4 and N1/2 NE1/4 Sec 1

TOWNSHIP 8 NORTH RANGE 51 WEST:
S1/2 Sec 31, SW1/4 and N1/2 Sec 32, NW1/4 and NW1/4NE1/4 Sec 33, SE1/4SE1/4 Sec 28, SW1/4 and NE1/4 Sec 27, NW1/4NW1/4 Sec 26, SW1/4 and SE1/4 and NE1/4 Sec 23

WHEREAS, the property is currently zoned agricultural, and

WHEREAS, The Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Amended Conditional Use Permit (CUP) 216 at their regular meeting on March 17, 2015, and

WHEREAS, the applicant is requesting approval of Amended Conditional Use Permit (CUP) 216 to include the right to install and operate a fiber optic communications line and associated appurtenant equipment to provide for more efficient and reliable communications along the pipeline operating and control systems within Tallgrass existing pipeline right-of-way.

This permit is to run for ninety-nine (99) years, commencing on the date of the initial approval of the requested Conditional Use Permit 216 on July 29, 2014.

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:

I. APPROVAL:

The application of Tallgrass Pony Express Pipeline (Colorado), Inc. for a Amended Conditional Use Permit (CUP) 216 to design, construct, operate, and maintain a new 33 mile, 20" crude oil pipeline including a fiber optic communications line and associated appurtenant equipment within Logan County is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The use is compatible with existing land uses in the area, which is zoned Agricultural District.

III. CONDITIONS:

1. The permit will require a definitive route to be identified and approved, and will be conditional on all appropriate easements or other rights to cross land for that route being obtained. The project can commence where appropriate easements are in place, even though not all easements for the entire route are in place.

2. The applicant shall submit to Logan County Planning and Zoning a map showing the location of the five (5) valve sites along the pipeline within Logan County.

3. The pipeline will be buried at a minimum depth required by US Department of Transportation or other applicable federal, state, or local regulations (generally 36 inches with some exceptions as provided in the regulations) or at a depth specified per easements, whichever is deeper. However, it will be buried as required by Logan County (48 inches below the bottom of the borrow ditch) across county roads.

4. The permit term shall be for ninety-nine (99) years on the identified and approved pipeline corridor. If any changes, such as alterations or enlargements, occur to the corridor identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.

5. A construction value audit will be performed within 120 days of completion of construction. When construction is completed the applicant will provide all construction costs to Logan County Planning and Zoning.

6. The existing Permit will be amended to include the right to install and operate a fiber optic communications line and associated appurtenant equipment to provide for more efficient and reliable communications along the pipeline operating and control systems. The fiber optic cable will be installed within Tallgrass existing pipeline right-of-way.

BE IT THEREFORE RESOLVED, that the Amended Conditional Use Permit 216, is granted for the operation of a new 33 mile, 20" crude oil pipeline and including a fiber optic communications line and associated appurtenant equipment within Logan County subject to the conditions set forth above and subject to application for renewal for continued permitted use after July 29, 2113. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to ensure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions and all other Logan County zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 24th day of March, 2015

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

_____ (Aye)(Nay)
Rocky L Samber, Chairman

_____ (Aye)(Nay)
Gene A Meisner

_____ (Aye)(Nay)
David G Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the, County of Logan, State of Colorado, in regular session on the 24th day of March, 2015.

_____
County Clerk and Recorder

Name:
Address:
Row Permit # 2015-3

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and _Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T7N, R56W, Section 1: N1/2N1/2 & T7N, R55W Section 6: N1/2N1/2

_____; and

WHEREAS, Applicant desires to install and construct a _Fiber Communication Line_____, which will be located **(Circle One)** along, under, or across County Road 1 _, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct Fiber Communication Line_____, described above, in the right of way of __County Road 1_____, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ __May 1, 2015_____.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓ Applicant hereby releases the County from any liability for damages caused by said _Tallgrass Pony Express Pipeline (Colorado), Inc._, whether caused by employees or equipment of the

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-3

Name:
Address:
Row Permit # 2015-3

County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

✓ Other Provisions: _____

Owner #1

N/A Printed name In Weld County
Signature

Owner #2

Mary Eileen McCracken Printed Name Mary Eileen McCracken
Signature

Individual Right-of-Way Permit Applicant:

Cody Wagoner, Sr Agent
Printed name

Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √ # 14363

Date 3·18·2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-3

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

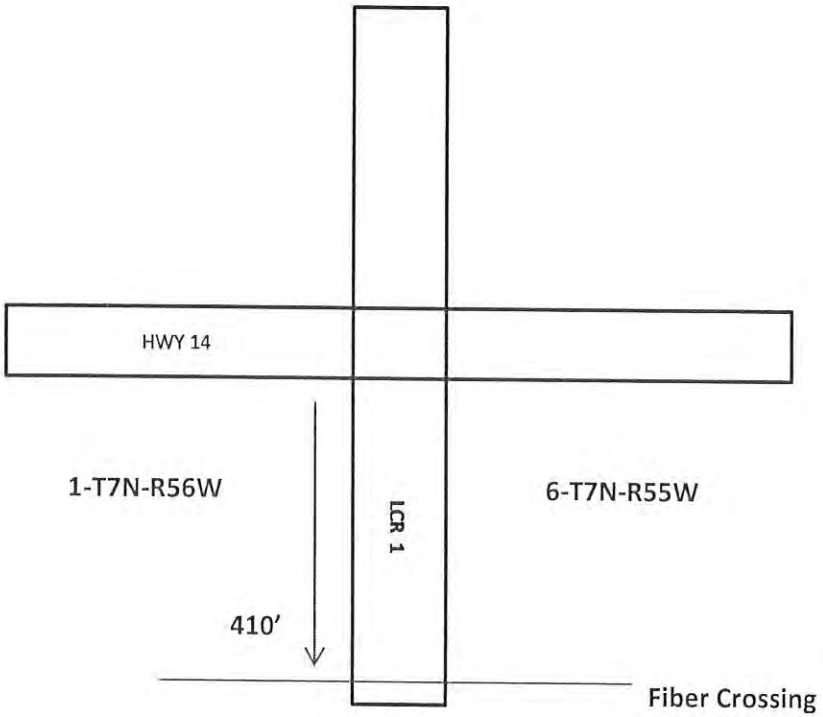
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Hwy 14 & LCR 1

Distance from Intersection: 410' south

Section/Township/Range: 1-T7N-R56W & 6-T7N-R55W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 3

Name:
Address:
Row Permit # 2015-4

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T7N, R55W, Section 6: N1/2N1/2 & Section 5: N2

_____; and

WHEREAS, Applicant desires to install and construct a Fiber Communication Line, which will be located **(Circle One)** along, (under), or across County Road 3, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct Fiber Communication Line, described above, in the right of way of County Road 3, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ May 1, 2015.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓ Applicant hereby releases the County from any liability for damages caused by said Tallgrass Pony Express Pipeline (Colorado), Inc., whether caused by employees or equipment of the

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-4

Name:
Address:
Row Permit # 2015-4

County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

✓ Other Provisions: _____

Owner #1
Mary Eileen McCracken Printed name Mary Eileen McCracken
Signature
Owner #2
Tony Jones POA Printed Name LARRY FOASO
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √#14363
Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

David G. Donaldson (Aye) (Nay)

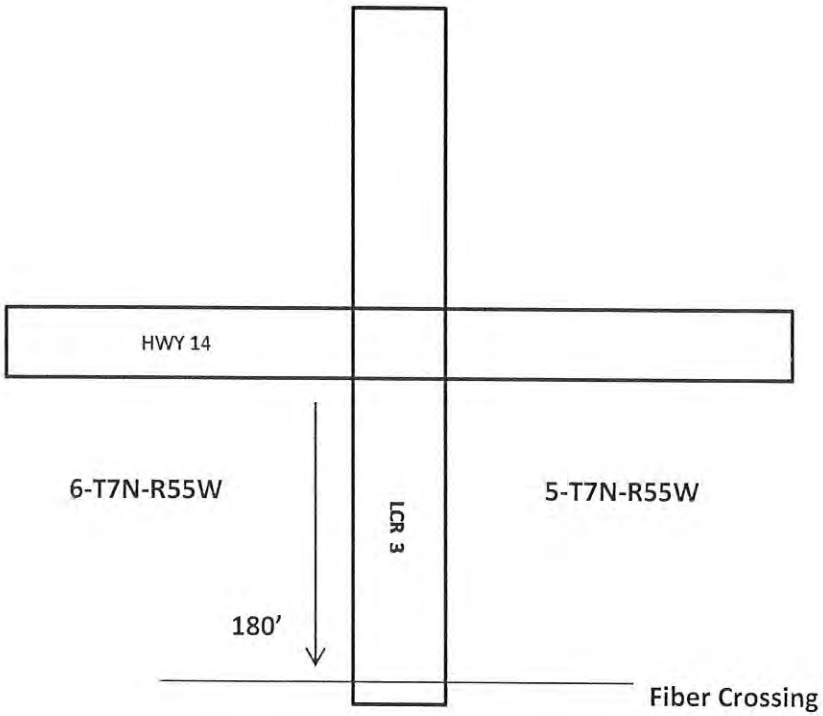
TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-4

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Hwy 14 & LCR 3

Distance from Intersection: 180' south

Section/Township/Range: 6-T7N-R55W & 5-T7N-R55W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 4

Name:
Address:
Row Permit # 2015-5

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and _Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T7N, R55W, Section 5: E1/2NE1/4 & Section 4: N1/2

_____; and

WHEREAS, Applicant desires to install and construct a _Fiber Communication Line_____, which will be located **(Circle One)** along, under, or across _County Road 5__, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct _Fiber Communication Line_____, described above, in the right of way of _County Road 5, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ __May 1, 2015_____.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓ Applicant hereby releases the County from any liability for damages caused by said _Tallgrass Pony Express Pipeline (Colorado), Inc.__, whether caused by employees or equipment of the

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-5

Name:
Address:
Row Permit # 2015-5

County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

✓ Other Provisions: _____

Owner #1
_____ Printed name James A Miller, MS for Colorado Pony Express
Signature
Owner #2
_____ Printed Name Larry Frasca
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
_____
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √#14363

Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-5

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

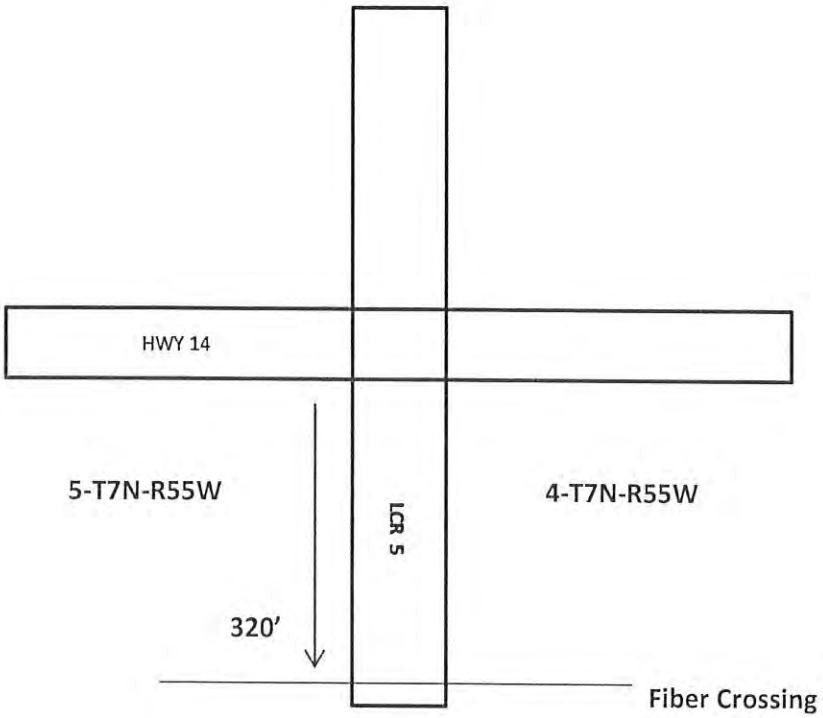
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Hwy 14 & LCR 5

Distance from Intersection: 320' south

Section/Township/Range: 5-T7N-R55W & 4-T7N-R55W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 5

Name:
Address:
Row Permit # 2015-6

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and _Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): _T7N, R55W Section: 4 N2 & Section 3: NW1/4_____

_____; and

WHEREAS, Applicant desires to install and construct a _Fiber Communication Line_____, which will be located **(Circle One)** along, (under), or across _County Road 7_, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct _Fiber Communication Line_____, described above, in the right of way of _County Road 7_, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ __May 1, 2015_____.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓ Applicant hereby releases the County from any liability for damages caused by said _Tallgrass Pony Express Pipeline (Colorado), Inc._, whether caused by employees or equipment of the

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-6

Name:
Address:
Row Permit # 2015-6

County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

✓ Other Provisions: _____

Owner #1
_____ Printed name Larry Frasco
Signature
Owner #2
_____ POA Printed Name Larry Frasco POA
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
_____
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 V#14363
Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-6

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

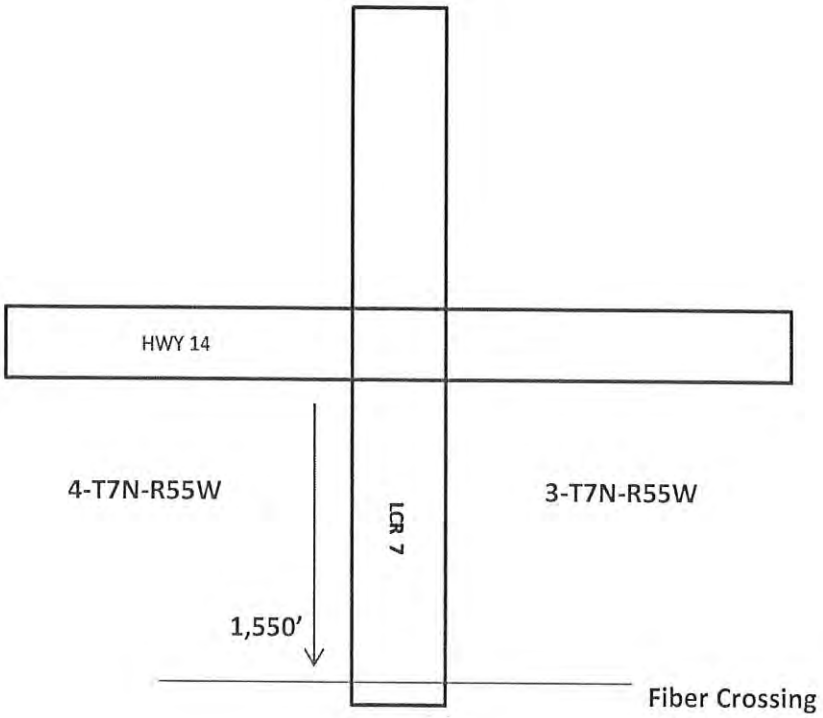
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Hwy 14 & LCR 7

Distance from Intersection: 1,550' south

Section/Township/Range: 4-T7N-R55W & 3-T7N-R55W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 6

Name:
Address:
Row Permit # 2015-7

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T7N, R55W, Section: 3 NE1/4 & Section: 2 All

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line and Electric Line One bore Two conduits**, which will be located (**Circle One**) along, (under) or across **County Road 9**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

Applicant shall have the right to install and construct Fiber Communication Line and Electric Line One bore Two conduits, described above, in the right of way of County Road 9, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

All work authorized by this Agreement **shall be completed no later than** May 1, 2015.

It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Applicant hereby releases the County from any liability for damages caused by said Tallgrass Pony Express Pipeline (Colorado), Inc., whether caused by employees or equipment of the

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-7

Name:
Address:
Row Permit # 2015-7

County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

Other Provisions: _____

Owner #1
Farmers National Co. MERWALD TRUST POA
Signature Printed name PAUL SCHADEGG

Owner #2
_____ Printed Name Kevin + Leslie Mazon
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, St Agent
Printed name
_____
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √#14363
Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-7

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

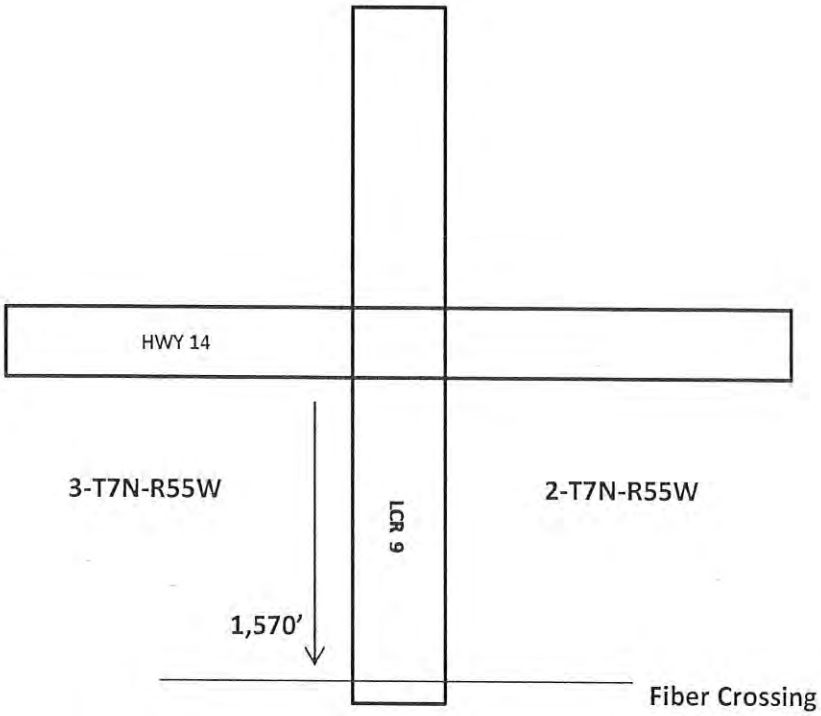
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Hwy 14 & LCR 9

Distance from Intersection: 1,570' south

Section/Township/Range: 3-T7N-R55W & 2-T7N-R55W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 7

Name:
Address:
Row Permit # 2015-8

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T8N, R55W, Section: 35 SE1/4 & Section: 36 All _____

_____; and

WHEREAS, Applicant desires to install and construct a Fiber Communication Line, which will be located (Circle One) along, (under,) or across County Road 11, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct Fiber Communication Line, described above, in the right of way of County Road 11, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ May 1, 2015.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓ Applicant hereby releases the County from any liability for damages caused by said Tallgrass Pony Express Pipeline (Colorado), Inc., whether caused by employees or equipment of the

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-8

Name:
Address:
Row Permit # 2015-8

County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

✓ Other Provisions: _____

Owner #1
_____ Printed name Scott Parker, Trustee
Signature

Owner #2
_____ Printed Name Cody Wagoner, Sr Agent
Signature NECL Realty Holdings, LLC

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
_____
Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √#14363

Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-8

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

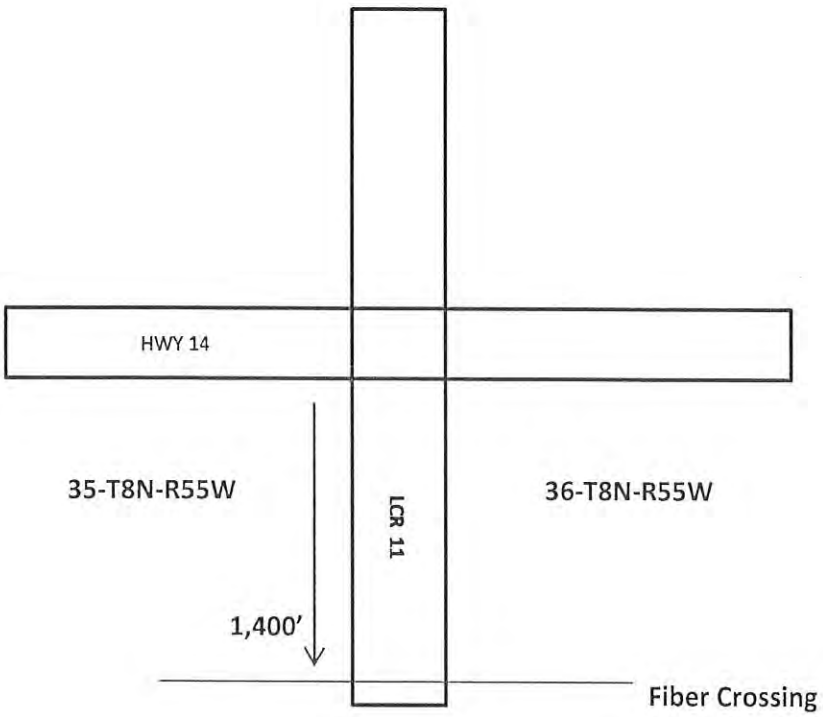
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS
ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Hwy 14 & LCR 11

Distance from Intersection: 1,400' south

Section/Township/Range: 35-T8N-R55W & 36-T8N-R55W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 8

Name:
Address:
Row Permit # 2015-9

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and _Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): _T8N, R54W, Section: 32 NE1/4 & Section 33 NW1/4_____

_____; and

WHEREAS, Applicant desires to install and construct a _Fiber Communication Line_____, which will be located **(Circle One)** along, (under), or across _County Road 17_, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct _Fiber Communication Line_____, described above, in the right of way of _County Road 17_, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ _May 1, 2015_____.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓ Applicant hereby releases the County from any liability for damages caused by said _Tallgrass Pony Express Pipeline (Colorado), Inc._, whether caused by employees or equipment of the

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-9

Name:
Address:
Row Permit # 2015-9

County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

✓ Other Provisions: _____

Owner #1
_____ Printed name Eugene Yetter
Signature
Owner #2
_____ Printed Name Tim Cook
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
_____
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √# 14363

Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-9

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

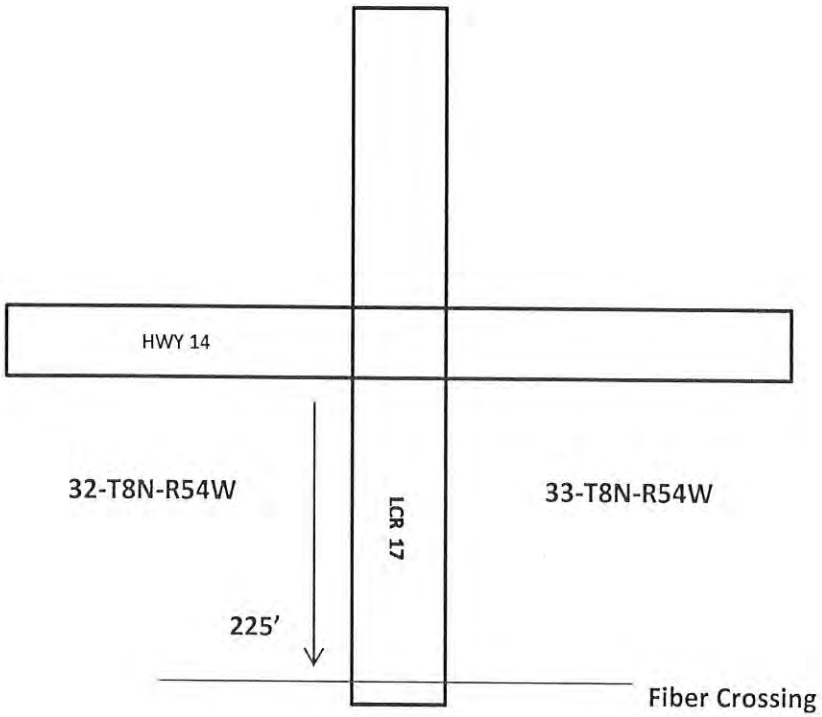
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Hwy 14 & LCR 17

Distance from Intersection: 225' south

Section/Township/Range: 32-T8N-R54W & 33-T8N-R54W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 9

Name:
Address:
Row Permit # 2015-10

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T7N, R54W, Section: 1 N1/2 & T7N, R53W, Section: 6 NW1/4

_____; and

WHEREAS, Applicant desires to install and construct a Fiber Communication Line, which will be located **(Circle One)** along, (under), or across County Road 25, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct Fiber Communication Line, described above, in the right of way of County Road 25, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ May 1, 2015.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓ Applicant hereby releases the County from any liability for damages caused by said Tallgrass Pony Express Pipeline (Colorado), Inc., whether caused by employees or equipment of the

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-10

Name:
Address:
Row Permit # 2015-10

County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

✓ Other Provisions: _____

Owner #1
Roger Buchleiter Printed name Roger Buchleiter
Signature

Owner #2
Ward Amen Farm By Printed Name DAVID JOHN Amen
Signature Ward John Amen

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
[signature]
Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 ✓# 14363
Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-10

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

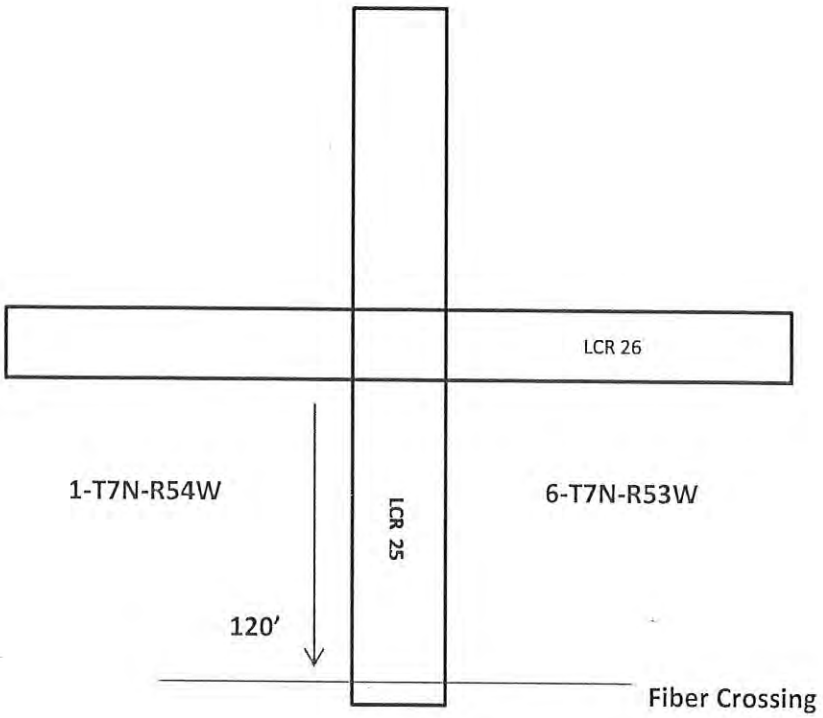
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 26 & LCR 25

Distance from Intersection: 120' south

Section/Township/Range: 1-T7N-R54W & 6-T7N-R53W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 10

Name:
Address:
Row Permit # 2015-11

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 7N-53W Sec 6 E1/2 SW1/4, SE1/4 and 7N-53W Sec 5 S1/2 NW1/4, SW1/4

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line**, which will be located **(Circle One)** along, under, or across **LCR 27**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line**, described above, in the right of way of **LCR 27**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **May 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-11

Name:
Address:
Row Permit # 2015-11

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1

Bryan S. Tappy Printed name Bryan S. Tappy
Signature

Owner #2

_____ Printed Name Hagstrom Living Trust
Signature

Individual Right-of-Way Permit Applicant:

Cody Wagoner, Sr Agent
Printed name

_____
Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √ #14363

Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-11

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

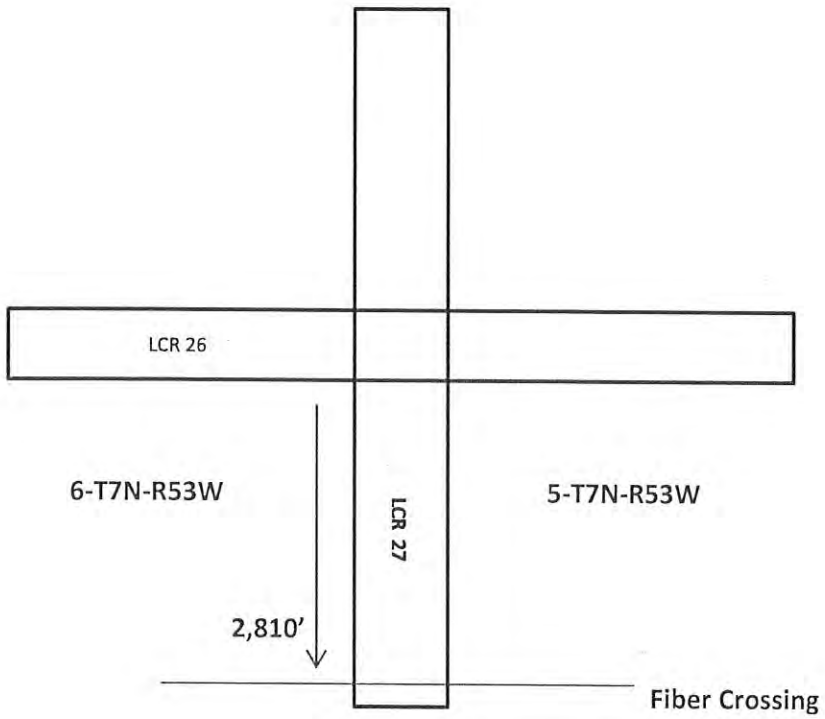
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 26 & LCR 27

Distance from Intersection: 2,810' south

Section/Township/Range: 6-T7N-R53W & 5-T7N-R53W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 11

Name:
Address:
Row Permit # 2015-13

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T7N, R55W, Section: 3 NE1/4 & Section: 2 All

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line and Electric line One bore two conduits**, which will be located **(Circle One)** along, (under) or across **LCR 29**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line and Electric line One bore two conduits**, described above, in the right of way of **LCR 29**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ May 1, 2015.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-13

Name:
Address:
Row Permit # 2015-13

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1

_____ Printed name Colorado State Land Board
Signature

Owner #2 V
Damon Mitchek Printed Name Damon Mitchek
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
_____
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √#14363

Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-13

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

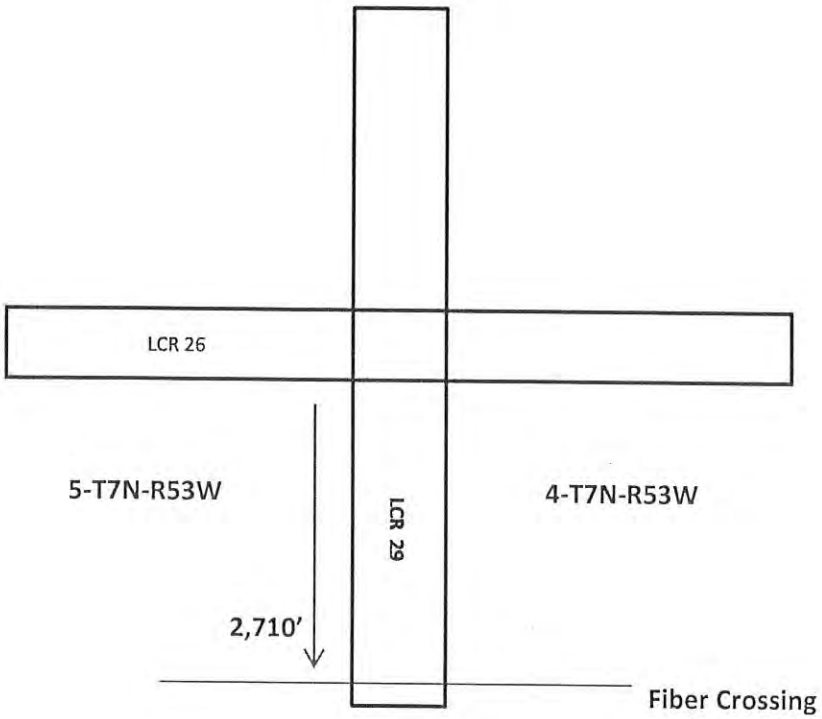
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 26 & LCR 29

Distance from Intersection: 2,710' south

Section/Township/Range: 5-T7N-R53W & 4-T7N-R53W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 13

Name:
Address:
Row Permit # 2015-14

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 7N-53W Sec 4 SE1/4, and SW1/4

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line**, which will be located **(Circle One)** along, under, or across **LCR 31**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line**, described above, in the right of way of **LCR 31**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **May 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-14

Name:
Address:
Row Permit # 2015-14

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc**, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1
Doug Fritzler Printed name Doug FRITZLER
Signature
Owner #2
Lew Ellsworth Printed Name Lew Ellsworth
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √#14363
Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-14

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

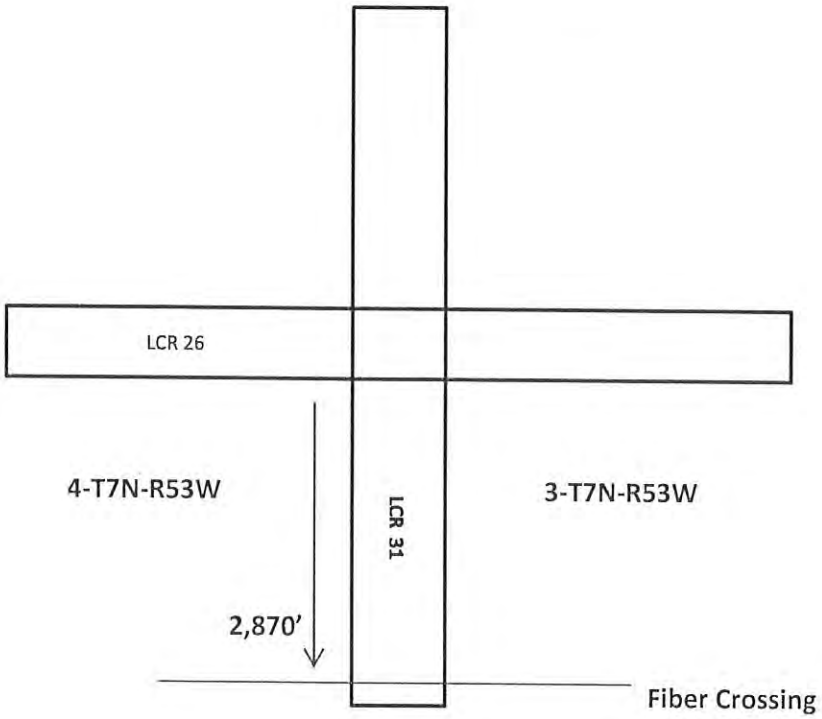
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 26 & LCR 31

Distance from Intersection: 2,870' south

Section/Township/Range: 4-T7N-R53W & 3-T7N-R53W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 14

Name:
Address:
Row Permit # 2015-15

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 7N-53W Sec 3 SW1/4, and 7N-53W Sec 10 E1/2 NW1/4

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line**, which will be located **(Circle One)** along, under, or across **LCR 290**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line**, described above, in the right of way of **LCR 290**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **May 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-15

Name:
Address:
Row Permit # 2015-15

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1
Lew Ellsworth Printed name Lew Ellsworth
Signature
Owner #2
Bill W. Zweygardt Printed Name BILL W. ZWEYGARDT
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √#14363
Date 3·18·2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-15

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

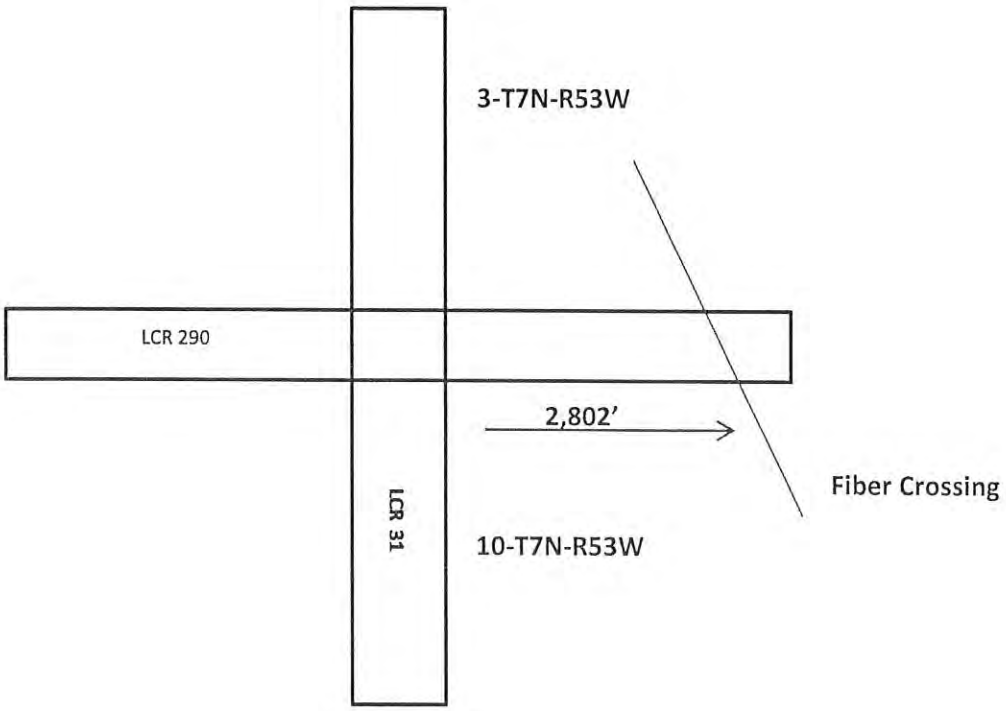
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 290 & LCR 31

Distance from Intersection: 2,802' east

Section/Township/Range: 3-T7N-R53W & 10-T7N-R53W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 15

Name:
Address:
Row Permit # 2015-16

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 7N-53W Sec 3 SW1/4, and 7N-53W Sec 10 E1/2 NW1/4

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line**, which will be located **(Circle One)** along, under, or across **LCR 24**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line**, described above, in the right of way of **LCR 24**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **May 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-16

Name:
Address:
Row Permit # 2015-16

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1
Lew E. Ellsworth Printed name Lew E Ellsworth
Signature
Owner #2
Bill W. Zweygardt Printed Name BILL W. ZWEYGHRDT
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √#14363
Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-16

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

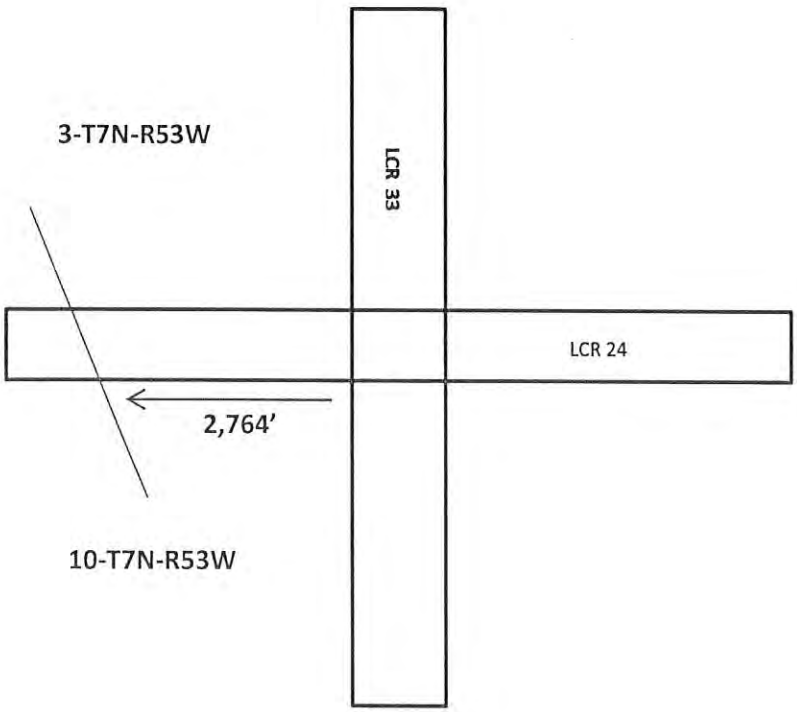
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 33 & LCR 24

Distance from Intersection: 2,764' west

Section/Township/Range: 3-T7N-R53W & 10-T7N-R53W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 16

Name:
Address:
Row Permit # 2015-17

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 7N-53W Sec 11 S1/2 NE1/4 and 7N-53W Sec 12 S1/2 NW1/4

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line**, which will be located **(Circle One)** along, under, or across **LCR 35**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line**, described above, in the right of way of **LCR 35**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **May 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-17

Name:
Address:
Row Permit # 2015-17

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1

_____ Printed name Same as below
Signature

Owner #2

Bill W. Zweygardt Printed Name BILL W. ZWEYGARDT
Signature

Individual Right-of-Way Permit Applicant:

Cody Wagoner, Sr. Agent
Printed name

Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 √# 14363

Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-17

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

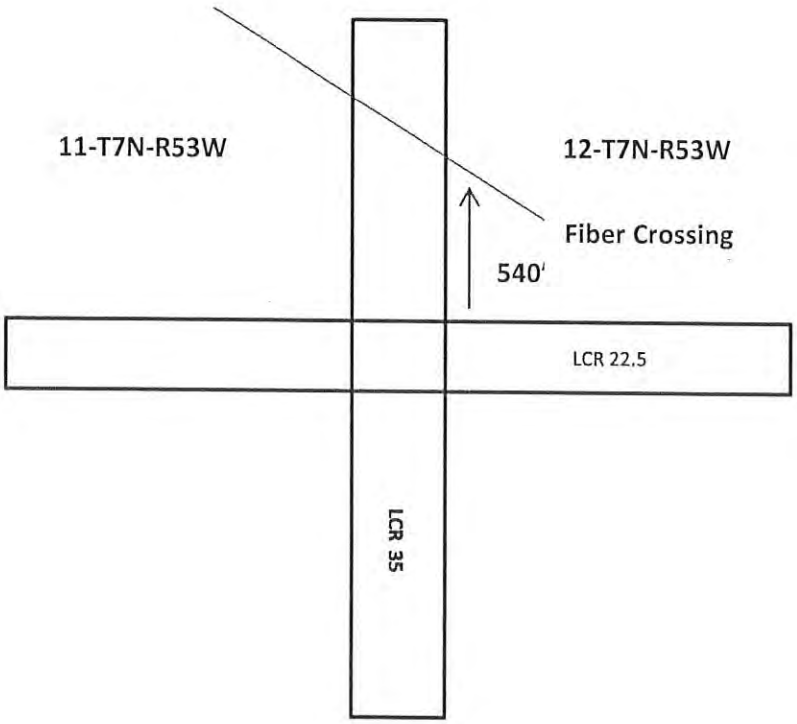
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 35 & LCR 22.5

Distance from Intersection: 540' north

Section/Township/Range: 11-T7N-R53W & 12-T7N-R53W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 17

Name:
Address:
Row Permit # 2015-18

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 7N-52W Sec 7 SE1/4 NE1/4 and 7N-52W Sec 8 NW1/4

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line**, which will be located **(Circle One)** along, under, or across **LCR 39**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line**, described above, in the right of way of **LCR 39**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **May 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-18

Name:
Address:
Row Permit # 2015-18

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1
Chuck Briggs Printed name Chuck Briggs
Signature
Owner #2
Christeene A Bostron Printed Name Christeene A Bostron
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 C# 14363
Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-18

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

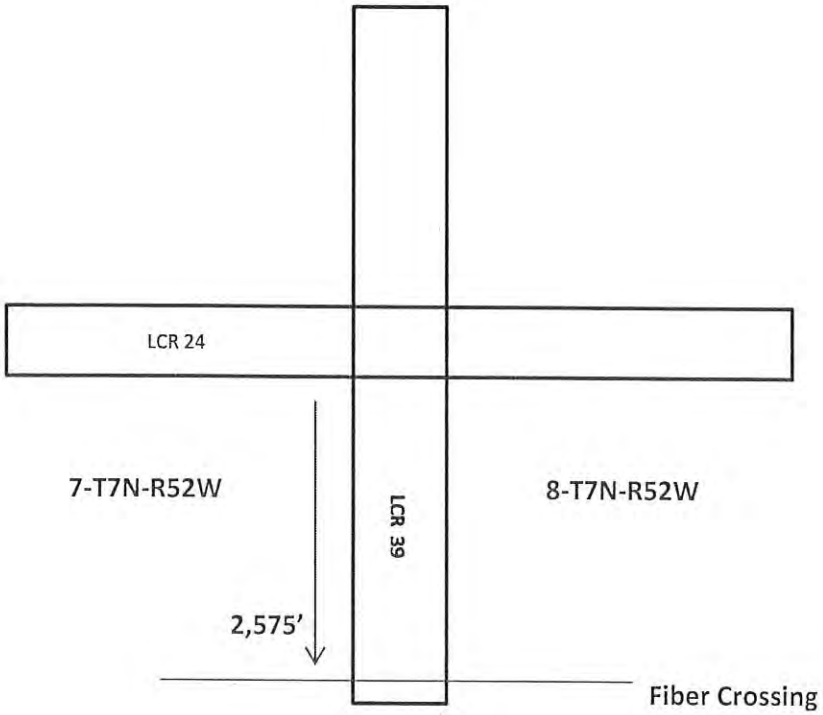
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 24 & LCR 39

Distance from Intersection: 2,575' south

Section/Township/Range: 7-T7N-R52W & 8-T7N-R52W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 18

Name:
Address:
Row Permit # 2015-19

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 7N-52W Sec 9 S1/2 NW1/4, and N1/2 SW1/4

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line**, which will be located **(Circle One)** along, under, or across **LCR 370**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line**, described above, in the right of way of **LCR 370**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **May 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-19

Name:
Address:
Row Permit # 2015-19

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1

_____ Printed name Ruff Family Partnership CCLP
Signature

Owner #2

_____ Printed Name Colorado State Land Board
Signature

Individual Right-of-Way Permit Applicant:

Cody Wagoner, Sr. Agent
Printed name

_____
Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 V# 14363

Date 3/18/2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-19

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

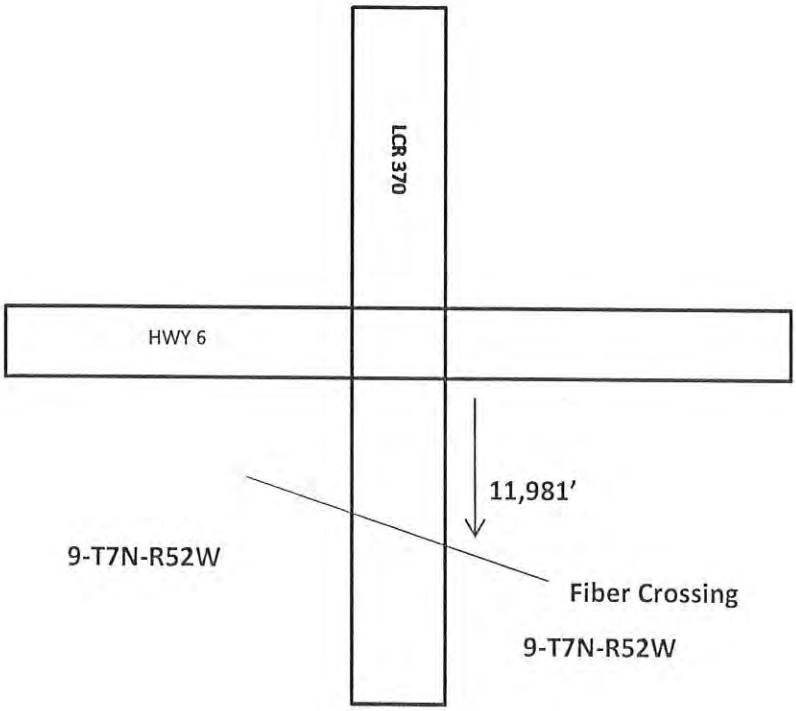
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: LCR 370 & Hwy 6

Distance from Intersection: 11,981' south

Section/Township/Range: 9-T7N-R52W & 9-T7N-R52W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 19

Name:
Address:
Row Permit # 2015-20

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 7N-52W Sec 2 All and , 7N-52W Sec 2 All

_____; and

WHEREAS, Applicant desires to install and construct a **Fiber Communication Line**, which will be located **(Circle One)** along, under, or across **Old Akron Road**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Fiber Communication Line**, described above, in the right of way of **Old Akron Road**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **May 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015
2015-20

Name:
Address:
Row Permit # 2015-20

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1

_____ Printed name Colorado State Land Board
Signature

Owner #2

_____ Printed Name Same
Signature

Individual Right-of-Way Permit Applicant:

Cody Wagoner, Sr Agent
Printed name

_____
Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 V#14363

Date 3.18.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 2015-20

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

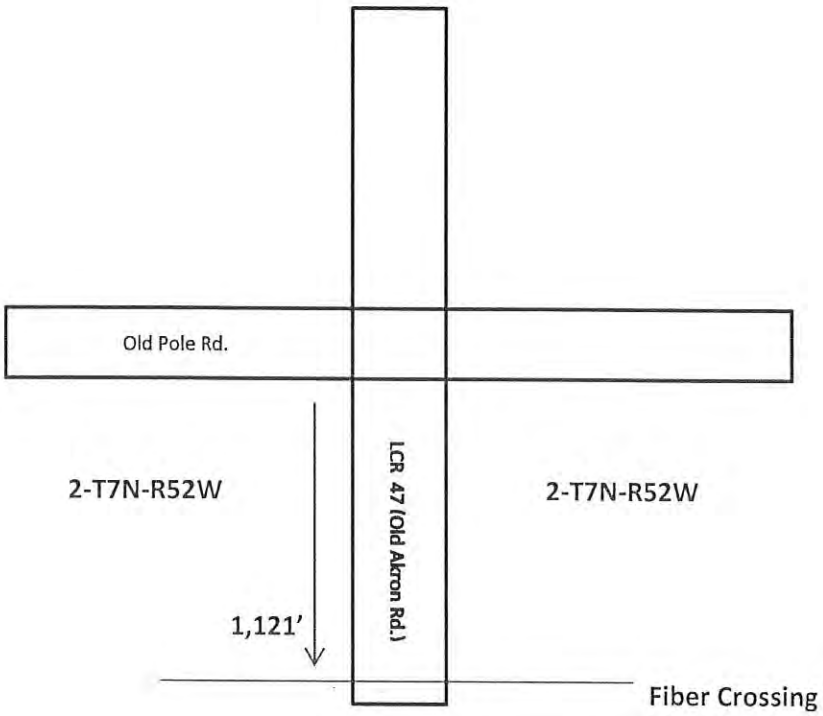
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Old Pole Rd. & LCR 47 (Old Akron Rd.)

Distance from Intersection: 1,121' south

Section/Township/Range: 2-T7N-R52W & 2-T7N-R52W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 20

Name:
Address:
Row Permit # 2015-24

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Pony Express (Colorado), Inc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): T8N, R54W, Section: 35 SW1/4 & Section: 35 SE1/4

_____; and

WHEREAS, Applicant desires to install and construct a Fiber Communication Line, which will be located (**Circle One**) along, (under), or across County Road 21.5, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct Fiber Communication Line, described above, in the right of way of County Road 21.5, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ May 1, 2015.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 24

Name:
Address:
Row Permit # 2015-24

- ✓ Applicant hereby releases the County from any liability for damages caused by said Tallgrass Pony Express Pipeline (Colorado), Inc., whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1

_____ Printed name Colorado State Land Board
Signature

Owner #2

_____ Printed Name Same
Signature

Individual Right-of-Way Permit Applicant:

Cady Waganer, Sr Agent
Printed name

_____
Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $100 VH 14363

Date 3-18-2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

David G. Donaldson (Aye) (Nay)

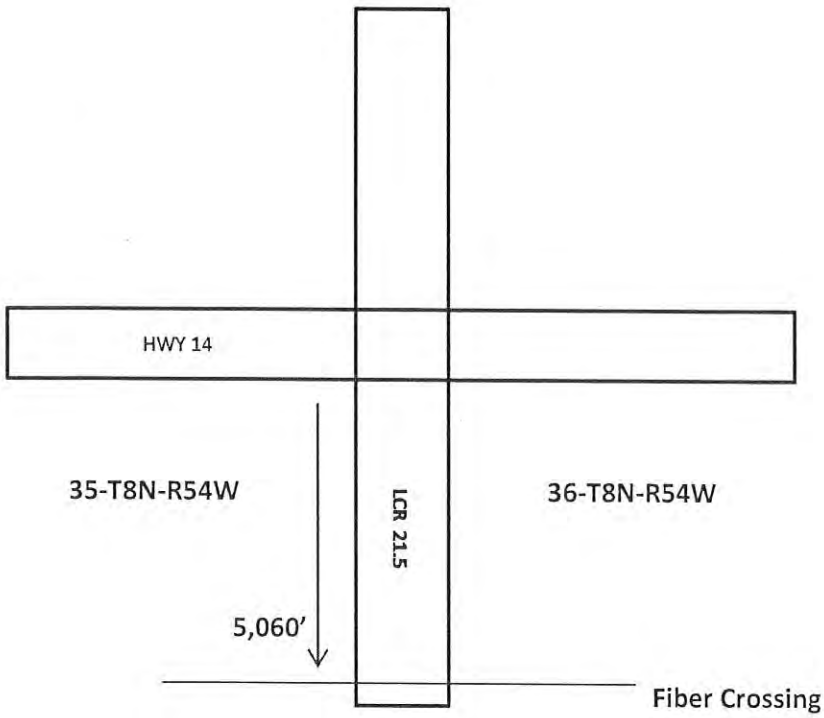
TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 24

Rev. 5/2014

TALLGRASS
ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Fiber Optic Permit



Nearest Intersection: Hwy 14 & LCR 21.5

Distance from Intersection: 5,060' south

Section/Township/Range: 35-T8N-R54W & 36-T8N-R54W

TALLGRASS 18 ROWS
Fiber Optic Bores
March 2015 - 24

Name:
Address:
Row Permit # 2015-23

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): **7N-52W Sec 8 NW1/4**

_____; and

WHEREAS, Applicant desires to install and construct a **Permanent Access to Valve Site**, which will be located **(Circle One)** along, under, or across **LCR 39**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Permanent Access to Valve Site**, described above, in the right of way of **LCR 39**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **June 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 3 ROWS
Valve Site Driveways
March 2015
2015-23

Name:
Address:
Row Permit # 2015-23

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1
Christeen A Bostrom Printed name Christeen A Bostrom
Signature
Owner #2
_____ Printed Name NA
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
_____
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $50
Date 3.20.2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

David G. Donaldson (Aye) (Nay)

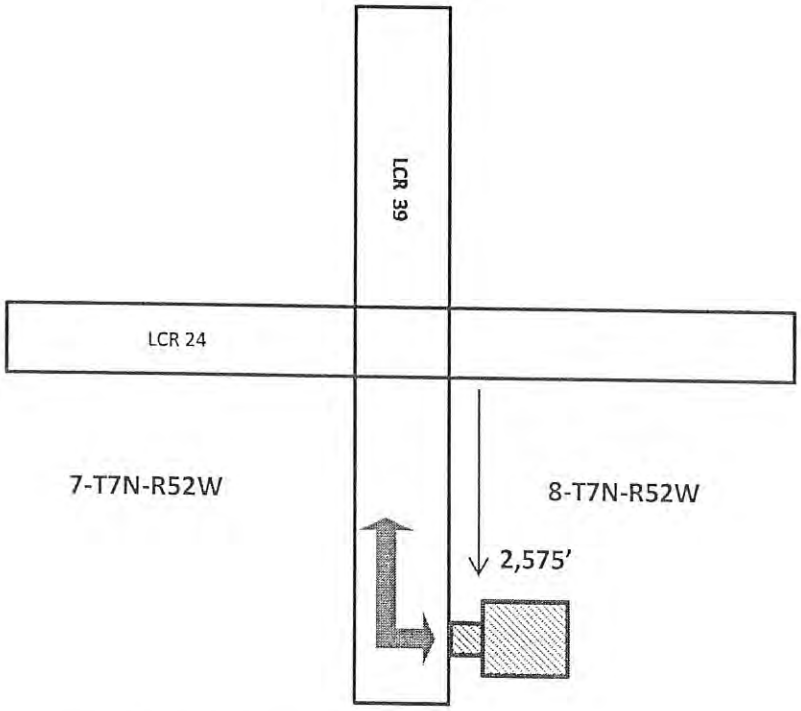
TALLGRASS 4 ROWS
Valve Site Driveways
March 2015 2015-23

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Permanent Access Driveway



Permanent Access Driveway to Valve Site (25' Wide)

Valve Site (75' x 75')

Nearest Intersection: LCR 24 & LCR 39

Distance from Intersection: 2,575' south to permanent access driveway

Section/Township/Range: 7-T7N-R52W & 8-T7N-R52W

TALLGRASS 4 ROWS
Valve Site Driveways
March 2015 - 23

Name:
Address:
Row Permit # 2015-12

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): **7N-53W Sec 5 NE1/4 exc Lot in NE4NW4**

_____; and

WHEREAS, Applicant desires to install and construct a **Permanent Access to Valve Site**, which will be located **(Circle One)** along under, or across **LCR 29**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Permanent Access to Valve Site**, described above, in the right of way of **LCR 29**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **June 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 4 ROWS
Valve Site Driveways
March 2015 - 12

Name:
Address:
Row Permit # 2015-12

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

Owner #1

_____ Printed name Colorado State Land Board

Signature

Owner #2

_____ Printed Name NA

Signature

Individual Right-of-Way Permit Applicant:

Cody Wagner, Sr Agent

Printed name

_____

Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $50 √# 14363

Date 3·18·2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

TALLGRASS 4 ROWS
Valve Site Driveways
March 2015 - 12

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

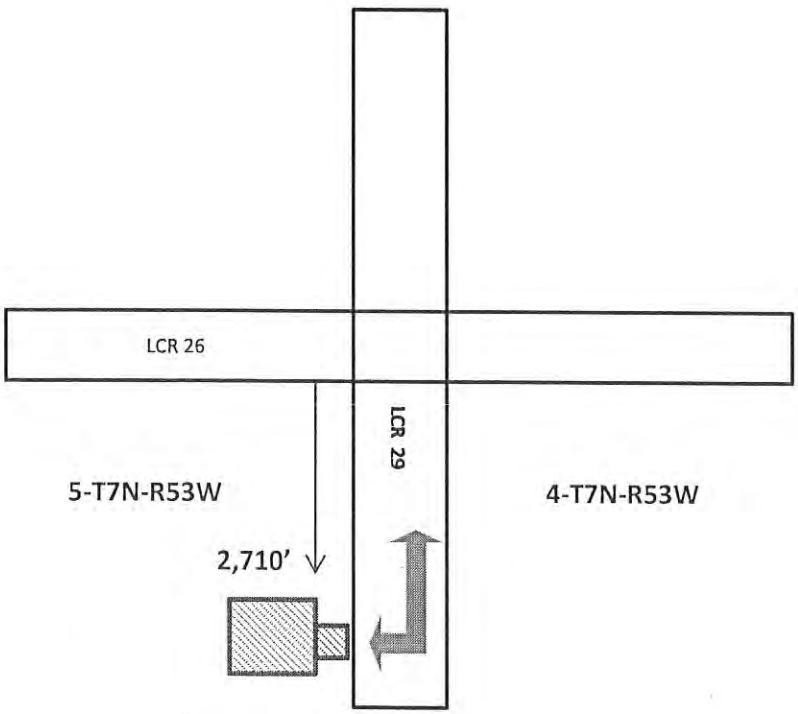
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Permanent Access Driveway



Permanent Access Driveway to Valve Site (25' Wide)

Valve Site (50' x 50')

Nearest Intersection: LCR 26 & LCR 29

Distance from Intersection: 2,710' south to permanent access driveway

Section/Township/Range: 5-T7N-R53W & 4-T7N-R53W

TALLGRASS 4 ROWS
Valve Site Driveways
March 2015 - 12

Name:
Address:
Row Permit # 2015-21

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): **7N-55W Sec 3 NE1/4**

_____; and

WHEREAS, Applicant desires to install and construct a **Permanent Access to Valve Site**, which will be located **(Circle One)** (along) under, or across **LCR 9**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Permanent Access to Valve Site**, described above, in the right of way of **LCR 9**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **June 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS 3 ROWS
Valve Site Driveways
March 2015 2015-21
4

Name:
Address:
Row Permit # 2015-21

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ✓ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

- ✓ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

- ✓ Other Provisions: _____

MERWALA TRUST

Owner #1

Farmers National Co. _____ Printed name PAUL SCHADEGG
Signature

Owner #2

_____ Printed Name NA
Signature

Individual Right-of-Way Permit Applicant:

Cody Wagoner, Sr Agent
Printed name

_____
Signature

Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $50 √# 14363

Date 3-18-2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

4

TALLGRASS & ROWS
Valve Site Driveways
March 2015 2015-21

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

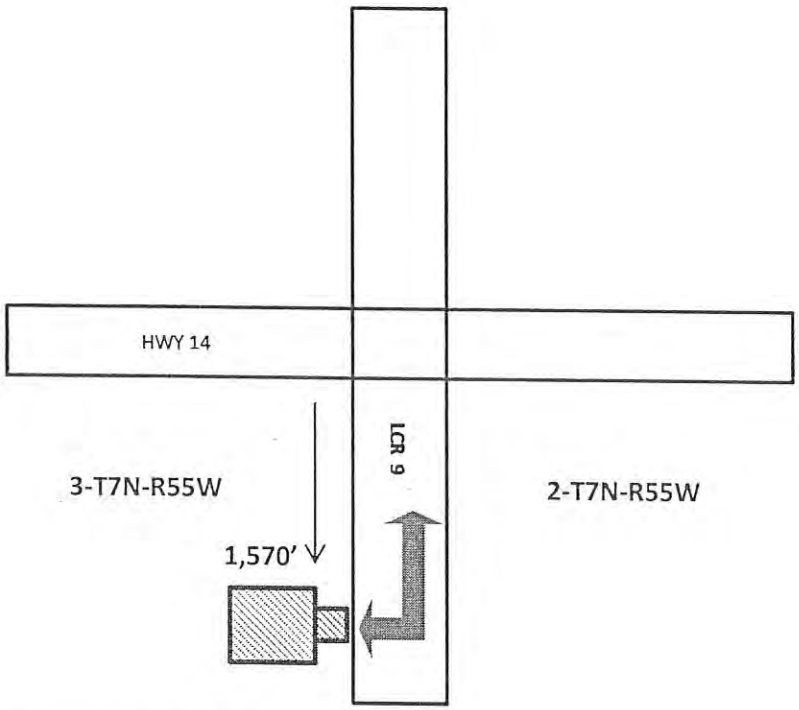
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Permanent Access Driveway



Permanent Access Driveway to Valve Site (25' Wide)

Valve Site (75' x 75')

Nearest Intersection: Hwy 14 & LCR 9

Distance from Intersection: 1,570' south to permanent access driveway

Section/Township/Range: 3-T7N-R55W & 2-T7N-R55W

TALLGRASS 4 ROWS
Valve Site Driveways
March 2015 - 21

Name:
Address:
Row Permit # 2015-22

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (**County fills in**) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and **Tallgrass Pony Express (Colorado), Inc.** the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): **7N-54W Sec 1 NE1/2**

_____; and

WHEREAS, Applicant desires to install and construct a **Permanent Access to Valve Site**, which will be located **(Circle One)** along, under, or across **LCR 25**, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **$100.00** or **$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ✓ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

- ✓ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

- ✓ Applicant shall have the right to install and construct **Permanent Access to Valve Site**, described above, in the right of way of **LCR 25**, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

- ✓ All work authorized by this Agreement **shall be completed no later than**
- ✓ **June 1, 2015**.

- ✓ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

- ✓ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

- ✓ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ✓

TALLGRASS ROWS 4
Valve Site Driveways
March 2015 2015-22

Name:
Address:
Row Permit # 2015-22

- ✓ Applicant hereby releases the County from any liability for damages caused by said **Tallgrass Pony Express (Colorado), Inc** , whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

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Owner #1
Roger Buchleiter Printed name Roger Buchleiter
Signature
Owner #2
_____ Printed Name NA
Signature

Individual Right-of-Way Permit Applicant:
Cody Wagoner, Sr Agent
Printed name
_____
Signature
Address: Tallgrass Pony Express Pipeline (Colorado), Inc.
370 Van Gordon St.
Lakewood, CO 80288

Application Fee Paid $50 √# 14363
Date 3-18-2015

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

4
TALLGRASS ~~3~~ ROWS
Valve Site Driveways
March 2015 2015-22

_____
Rocky L. Samber (Aye) (Nay)

_____
Gene A. Meisner (Aye) (Nay)

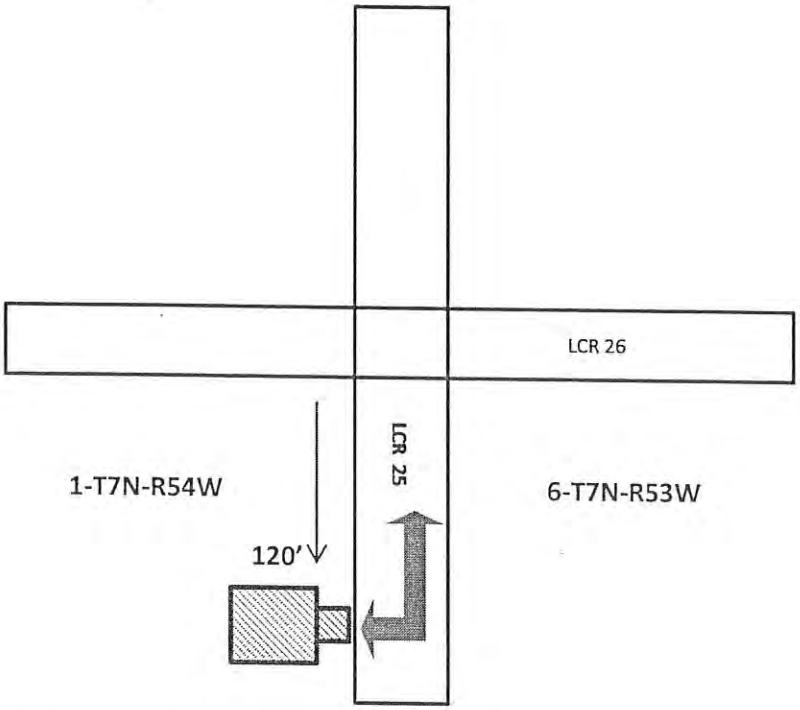
_____
David G. Donaldson (Aye) (Nay)

Rev. 5/2014

TALLGRASS ENERGY PARTNERS

Logan County Colorado

Tallgrass Energy Permanent Access Driveway



Permanent Access Driveway to Valve Site (25' Wide)

Valve Site (75' x 75')

Nearest Intersection: LCR 26 & LCR 25

Distance from Intersection: 120' south to permanent access driveway

Section/Township/Range: 1-T7N-R54W & 6-T7N-R53W

TALLGRASS 4 ROWS
Valve Site Driveways
March 2015 - 22