November 13, 2012
ITEM # I-3

To: **Mayor and Commissioners**

From: **Scott Massman, Superintendent of Engineering**

Subject: **CHAPARRAL ENERGY PIPELINE FRANCHISE AGREEMENT**

Recommendation: **Authorize agreement with Chaparral Energy for the Locations of an 8" CO^2 Pipeline within Certain City Street Rights of Way.**

Discussion: The City of Coffeyville has been asked to sign a franchise agreement with Chaparral Energy for locations of a proposed 8" CO^2 pipeline with certain City of Coffeyville's Rights of Way. The particular locations are marked as "Exhibit A" and accompany this report.

Previously the City of Coffeyville has signed a right of way easement for the pipeline within Walter Johnson Park. Because theses proposed new areas are located within road rights of ways it was thought the best way to handle these locations was utilizing a franchise agreement much like we have with the gas and telephone companies.

Conditions of payment for this agreement are as follows: For the grant of this franchise, Grantee shall remit to the City an annual payment equal to $50.00 per rod, as delineated in Attachment A, which amounts to $1,751.50 per year. The fee prescribed herein shall be paid to the City on or before the 1st day of January of each year the franchise remains in effect. Payments at the beginning and end of the franchise shall be prorated. The franchise fee shall be increased 5% every ten (10) years. City will remit an invoice to Grantee at least thirty (30) days prior to the franchise fee due date; provided, however, City's failure to remit an invoice shall not excuse the payment. The franchise may not be terminated solely for non-payment. In the event the City fails to remit an invoice and Grantee fails to make remittance of the annual payment then Grantee will have thirty days from City's subsequent notice of non-payment to remit the annual payment.

Each provision of this Ordinance, except the term hereof, shall be subject to review, consideration, and alteration by the City every fifth (5th) year after the effective date of this Ordinance; provided, however Section 9 shall not be construed as a basis for unilateral revocation of this franchise ordinance. City agrees that in no event will such review, consideration, or alteration permanently foreclose Grantee's right, privilege and franchise to acquire, construct, maintain and operate a CO^2 Transportation Pipeline.

City staff has looked at these proposed locations and finds no problems as proposed. Staff recommends approval and authorizing execution of the proposed franchise agreement.

ORDINANCE NO. S-12-11

AN ORDINANCE GRANTING TO CHAPARRAL CO2, L.L.C., OPERATING A CO2 TRANSPORATION PIPELINE IN THE CITY OF COFFEYVILLE, KANSAS, A NON-EXCLUSIVE FRANCHISE TO OPERATE A CO2 TRANSPORTATION PIPELINE IN SAID CITY.

Section 1. There is hereby granted to Chaparral CO2, L.L.C. operating a CO2 Transmission Pipeline in the City of Coffeyville, Kansas, hereinafter called the Grantee, the right, privilege and franchise for a period of twenty (20) years from the effective date hereof and for so long thereafter as the Easement between the City and Grantee approved on July 26, 2012 remains in full force and effect, to construct, maintain and operate in the area described in Attachment A hereto, its CO2 transportation system as now located, together with the right, privilege and franchise to acquire, construct, maintain and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of transporting CO2 from plant and or station to outside the city limits.

Section 2. The Grantee shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from the construction, maintenance and operation of Grantee‘s plant, system or any part thereof.

Section 3. Where Grantee’s pipeline or other system components intersects with or crosses an asphalt or concrete roadway or alley, Grantee shall install the pipeline or components by boring under the roadway or alley. The Grantee shall limit all excavations of other streets, alleys, or public places to the necessities of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to repairing mains or pipes.

Section 4. The Grantee shall not permit such highway or public place to remain open longer than necessary for the purpose of which it was opened; shall refill all excavations and replace all pavement with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places under supervision of a representative of the City if so desired; shall repay said City all expenses to which it has been put in the repair or replacement of streets, highways or pavement in the event such work is done by said City after the neglect or refusal of Grantee to perform same in a reasonable time.

During the term of each excavation or construction improvement, Grantee shall place or cause to be placed the necessary safety and warning devices and shall maintain said devices until all work is completed and the area is again safe.

Section 5. If at any time during the term of this franchise, the City shall lawfully decide to alter, repair, maintain, or improve any portion of the franchised area, the Grantee, upon reasonable notice by the City, shall relocate its underground pipeline and other fixtures at its own expense. City agrees that in no event will such alteration, repair, maintenance or improvement permanently foreclose Grantee’s right, privilege and franchise to acquire, construct, maintain and operate a CO2 Transportation Pipeline. Any alternation, repair, maintenance or improvement that results in a temporary cessation of Grantee’s right, privilege and franchise hereunder will be serve as extension hereunder on day by day basis for purposes of term under Section 1 and payment under Section 6.

Section 6. In consideration for the grant of this franchise, Grantee shall remit to the City an annual payment of $1,751.50, which equals $50.00 per rod, as delineated in Attachment A. The fee prescribed herein shall be paid to the City on or before the 1st day of January of each year the franchise remains in effect. Payments at the beginning and end of the franchise shall be prorated. The franchise fee shall be increased 5% every ten (10) years. City will remit an invoice to Grantee at least thirty (30) days prior to the franchise fee due date; provided, however, City's failure to remit an invoice shall not excuse the payment. The franchise may not be terminated solely for non-payment. In the event that the City fails to remit an invoice and Grantee fails to make remittance of the annual payment then Grantee will have thirty days from City's subsequent notice of non-payment to remit the annual payment.

Section 7. All pipelines which shall be laid or installed under this Ordinance shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewer or other utilities or structures already installed.

Section 8. Grantee shall comply with all applicable City ordinances now existing, or that may hereafter be enacted.

Section 9. Each provision of this Ordinance, except the term hereof, shall be subject to review, consideration, and alteration by the City every fifth (5th) year after the effective date of this Ordinance; provided, however this Section 9 shall not be construed as a basis for unilateral revocation of this franchise ordinance. City agrees that in no event will such review, consideration, or alteration permanently foreclose Grantee's right, privilege and franchise to acquire, construct, maintain and operate a CO2 Transportation Pipeline.

Section 10. All provisions of this Ordinance shall be binding upon the Grantee, whether expressly stated herein or not, all the rights, authorities, powers, grants and privileges secured by this Ordinance to the Grantee shall be held to inure to the benefit of the Grantee, and all successors, lessees and assigns of the Grantee.

Grantee shall be permitted to assign or convey this agreement or any part thereof subject to Grantee's obligation to provide the City of Coffeyville with thirty (30) days written notice of such assignment.

Section 11. The provisions of this Ordinance notwithstanding, Grantee shall be subject to the valid and lawful orders of the State Corporation Commission of the State of Kansas. In the event the State Corporation Commission of the State of Kansas or any successor governmental agency, shall take or from time to time take or prescribe or establish valid and lawful orders or rules within the jurisdiction and authority of such agency which would render one or more of the provisions of this Ordinance invalid, illegal or unenforceable in any respect, thus prohibiting or precluding Grantee from fulfilling any of Grantee's obligations hereunder, such orders or rules shall supersede the provisions hereof and shall be binding upon the Grantee; provided, however, the City reserves the right to litigate the issue of the State Corporation Commission of the State of Kansas jurisdiction in the particular area.

Section 12, None of the privileges granted by this Ordinance shall take effect or be in force until after the final passage and until Grantee, its successors and assigns, shall file a written acceptance of the provisions hereof.

Section 13. If Grantee has not filed with City an acceptance of this Ordinance within thirty (30) days from the effective date hereof, then this Ordinance shall ipso facto cease and become null and void.

Section 14. Notices or responses to the Franchising Authority shall be addressed as follows:

Office of the City Manager
City of Coffeyville
P.O. Box 1629
Coffeyville, Kansas 67337
Attention: City Manager

The notices or responses to the Grantee shall be addressed as follows:

Chaparral CO2, L.L.C.
701 Cedar Lake Blvd
Oklahoma City, Oklahoma 73114

Passed and approved this 27th day of November 2012.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM:

_____
Paul Kritz, City Attorney

Published in the Montgomery County Chronicle on the _____ day of November 2012.

ACCEPTANCE OF ORDINANCE NO. S-12-11

WHEREAS, the Governing Body of the City of Coffeyville, Kansas, did on the 27th day of November, 2012, adopt and pass an ordinance entitled:

> **"AN ORDINANCE GRANTING TO CHAPARRAL CO2, L.L.C., OPERATING A CO2 TRANSPORATION PIPELINE IN THE CITY OF COFFEYVILLE, KANSAS, A NON-EXCLUSIVE FRANCHISE TO OPERATE A CO2 TRANSPORTATION PIPELINE IN SAID CITY";**

WHEREAS, said Ordinance was duly signed by the Mayor of said City of Coffeyville, Kansas, and the seal of said City affixed and attested thereto by the City Clerk of the said City of Coffeyville; and

WHEREAS, said Ordinance further provided that it should be in full force and effect after its adoption and publication and its acceptance by Chaparral CO2 LLC.

NOW, THEREFORE, in compliance with the terms of said Ordinance so enacted and so approved and attested, Chaparral CO2 LLC hereby accepts said Ordinance and files this, its written acceptance thereof, with the City Clerk of said City in her said office.

Dated this ____ day of November, 2012.

GRANTEE - Chaparral CO_2, L.L.C.

By: _____
Robert W. Kelly II, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of November 2012, by Robert W. Kelly II, as Manager of Chaparral CO_2, L.L.C.

_____
Notary Public

My Appointment Expires:

Acceptance filed in the office of the City Clerk of Coffeyville, Kansas, this _____ day of _____, 2012.

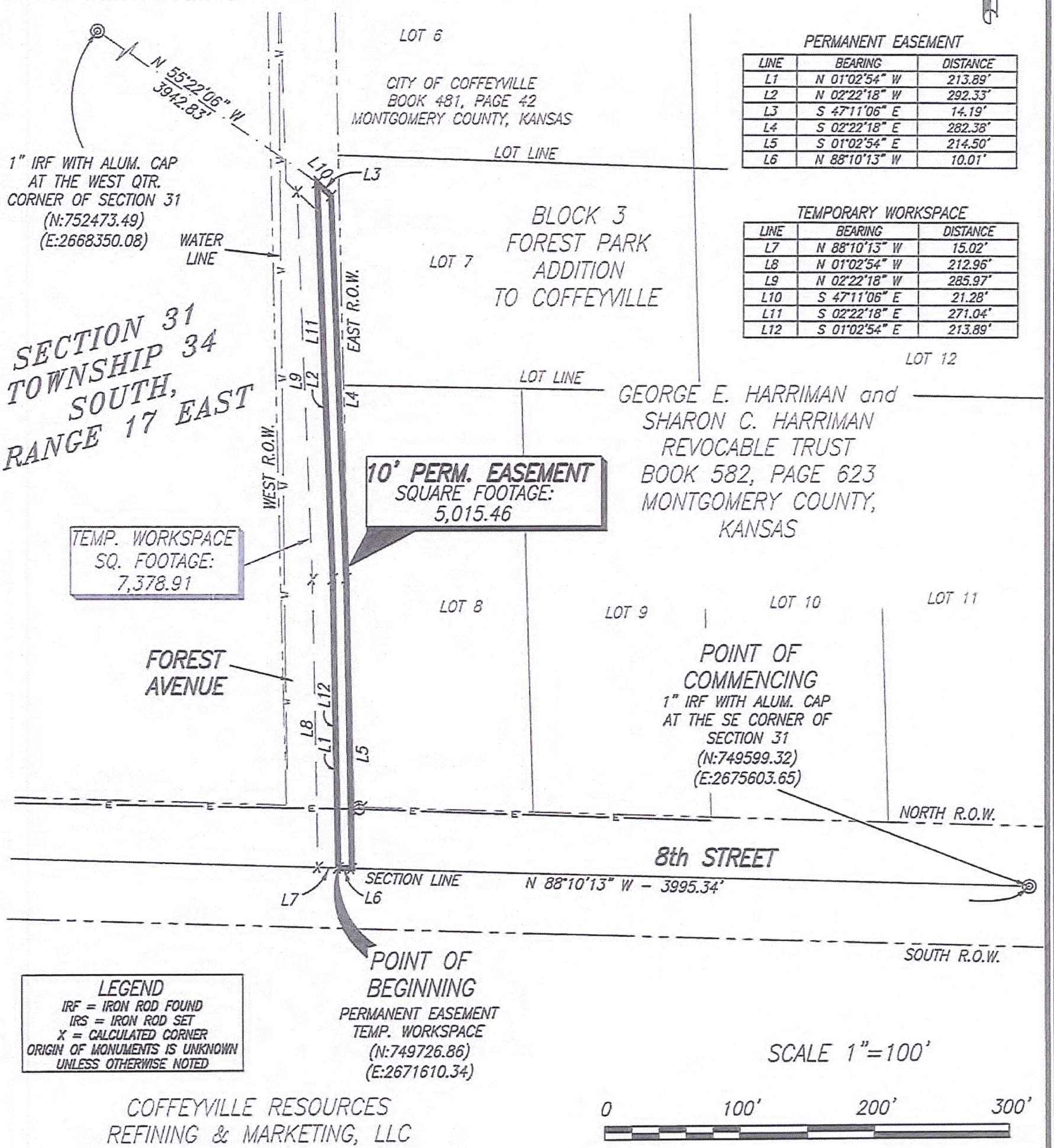
_____

Cindy Price, City Clerk

NOTES:
1. BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, NAD 83, KANSAS SOUTH; A CONVERSION FACTOR 39.37 IN.=1 METER. COORDINATES ARE GRID, CSF=1.00000902. VERTICAL DATUM NAVD 88.
2. THE PURPOSE OF THIS PLAT OF SURVEY IS TO CREATE RIGHTS-OF-WAY AND EASEMENTS FOR THE ROUTING AND CONSTRUCTION OF A PIPELINE.
3. THIS SURVEY IS NOT A "BOUNDARY SURVEY" AS DEFINED BY KANSAS STATUTES.
4. BY AGREEMENT WITH CLIENT, THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. CORNERS OF ALL RIGHTS-OF WAY AND EASEMENTS WILL BE STAKED AS REQUIRED TO LOCATE AND CONSTRUCT THE PIPELINE. BY AGREEMENT WITH THE CLIENT, NO PERMANENT MONUMENTS WILL BE SET.
6. SEE ATTACHED LEGAL DESCRIPTION PAGE 2 OF 2.

PLAT
TRACT 163.61

"Attachment A"



PERMANENT EASEMENT

LINE	BEARING	DISTANCE
L1	N 01°02'54" W	213.89'
L2	N 02°22'18" W	292.33'
L3	S 47°11'06" E	14.19'
L4	S 02°22'18" E	282.38'
L5	S 01°02'54" E	214.50'
L6	N 88°10'13" W	10.01'

TEMPORARY WORKSPACE

LINE	BEARING	DISTANCE
L7	N 88°10'13" W	15.02'
L8	N 01°02'54" W	212.96'
L9	N 02°22'18" W	285.97'
L10	S 47°11'06" E	21.28'
L11	S 02°22'18" E	271.04'
L12	S 01°02'54" E	213.89'

LEGEND
IRF = IRON ROD FOUND
IRS = IRON ROD SET
X = CALCULATED CORNER
ORIGIN OF MONUMENTS IS UNKNOWN UNLESS OTHERWISE NOTED

COFFEYVILLE RESOURCES
REFINING & MARKETING, LLC
BOOK 570, PAGE 175
MONTGOMERY COUNTY,
KANSAS

HAROLD GAY
LICENSED
1561
09-18-2012
KANSAS
LAND SURVEYOR

CHAPARRAL CO_2, L.L.C.

10" PERMANENT PIPELINE EASEMENT

SITUATED IN THE
CITY OF COFFEYVILLE
PROPERTY
SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MONTGOMERY COUNTY, KANSAS

JOB:Chaparral L.L.C.		DRAWN BY: GWB	CHECKED: HS
AFE:	PAGE:1 OF 2	DATE: 08/22/2012	REV: 9/18/12

P:\Chaparral Energy\Montgomery County\CERTIFIED PLATS\Forest Ave. Easement-revised.dwg

SQ. FOOTAGE: 5,015.46

ACRES: 0.12

HMG ENGINEERING

HMG ENGINEERING LTD.
2448 E. 81st ST. #2055, TULSA, OK 74137
918-493-2500
KS #LS-258 EXP 12/31/2012

NOTES:
1. SEE PAGE 1 OF 2

LEGAL DESCRIPTION
TRACT 163.61 "Attachment A"

Legal description (10 foot Permanent Pipeline Easement)

BEING a 10 foot Permanent Pipeline Easement in Section 31, Township 34 South, Range 17 East, Montgomery County, Kansas, and being a portion of Forest Avenue and 8th Street, City of Coffeyville, Montgomery County, Kansas, said permanent pipeline easement being described as follows:

COMMENCING at a 1" iron rod with aluminum cap found [N:749599.32, E:2675603.65] at the southeast corner of said Section 31, Thence, N 88°10'13" W, a distance of 3,995.34 feet, to the Point of Beginning [N:749726.86, E:2671610.34] in the centerline of said 8th Street;

THENCE N 01°02'54" W, a distance of 213.89 feet, to a point;

THENCE N 02°22'18" W, a distance of 292.33 feet, to a point, from which a 1" iron rod with aluminum cap found [N:752473.49, E:2668350.08], at the west quarter corner of said Section 31 bears, N 55°22'06" W, a distance of 3,942.83 feet;

THENCE S 47°11'06" E, a distance of 14.19 feet, to a point;

THENCE S 02°22'18" E, a distance of 282.38 feet, to a point;

THENCE S 01°02'54" E, a distance of 214.50 feet, to a point in the centerline of said 8th Street;

THENCE N 88°10'13" W, with the centerline of said 8th Street, a distance of 10.01 feet, to the Point of Beginning for a total of 5,015.46 square feet or 0.12 acres more or less.

Legal description (Temporary Workspace)

BEING a Temporary Workspace in Section 31, Township 34 South, Range 17 East, Montgomery County, Kansas, and being a portion of Forest Avenue and 8th Street, City of Coffeyville, Montgomery County, Kansas, said temporary workspace being described as follows:

BEGINNING at a point [N:749726.86, E:2671610.34] in the centerline of said 8th Street, for the southwest corner of the aforementioned permanent easement, from which a 1" iron rod with aluminum cap found [N:749599.32, E:2675603.65] at the southeast corner of said Section 31 bears, S 88°10'13" E, a distance of 3,995.34 feet;

THENCE N 88°10'13" W, with the centerline of said 8th Street, a distance of 15.02 feet, to a point;

THENCE N 01°02'54" W, a distance of 212.96 feet, to a point;

THENCE N 02°22'18" W, a distance of 285.97 feet, to a point;

THENCE S 47°11'06" E, a distance of 21.28 feet, to a point in the west line of the aforementioned permanent easement;

THENCE S 02°22'18" E, with the west line of the aforementioned permanent easement, a distance of 271.04 feet, to a point;

THENCE S 01°02'54" E, with the west line of the aforementioned permanent easement, a distance of 213.89 feet, to the Point of Beginning for a total of 7,378.91 square feet or 0.17 acres more or less.

TEMPORARY WORKSPACE EASEMENTS SHALL TERMINATE AND EXPIRE 180 DAYS AFTER ALL CONSTRUCTION HAS BEEN COMPLETED.

HAROLD GAY
LICENSED
1561
09-18-2012
KANSAS
LAND SURVEYOR

CHAPARRAL CO_2, L.L.C.

10' PERMANENT PIPELINE EASEMENT

SITUATED IN THE
CITY OF COFFEYVILLE
PROPERTY
SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MONTGOMERY COUNTY, KANSAS

JOB:Chaparral L.L.C.		DRAWN BY: GMB	CHECKED: HS
AFE:	PAGE:2 OF 2	DATE: 08/22/2012	REV: 9/18/12

P:\Chaparral Energy\Montgomery County\CERTIFIED PLATS\Forest Ave. Easement-revised.dwg

SQ FOOTAGE: 5,015.46

ACRES: 0.12

HMG ENGINEERING
HMG ENGINEERING LTD.
2448 E. 81st ST. #2055, TULSA, OK 74137
918-493-2500
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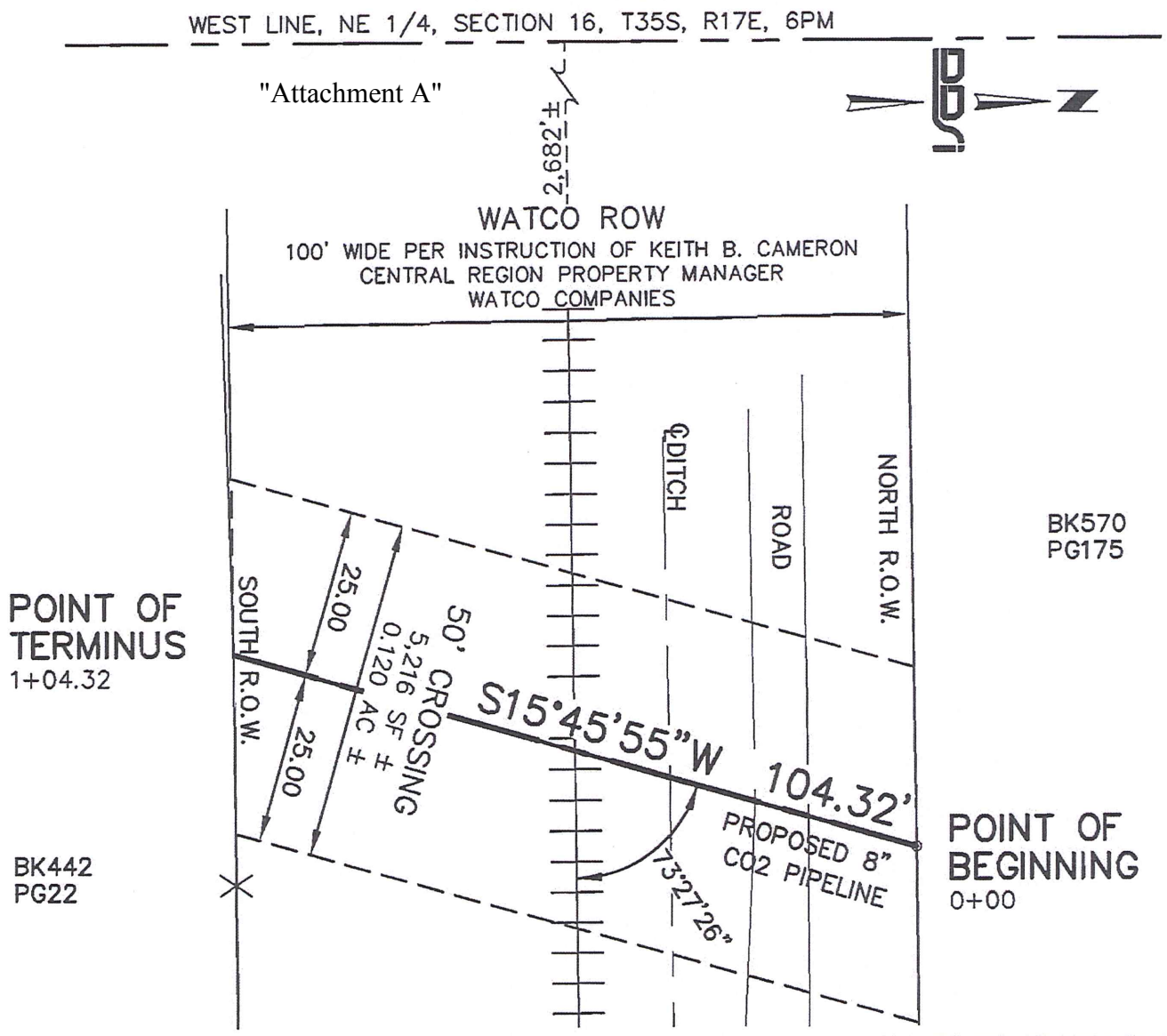
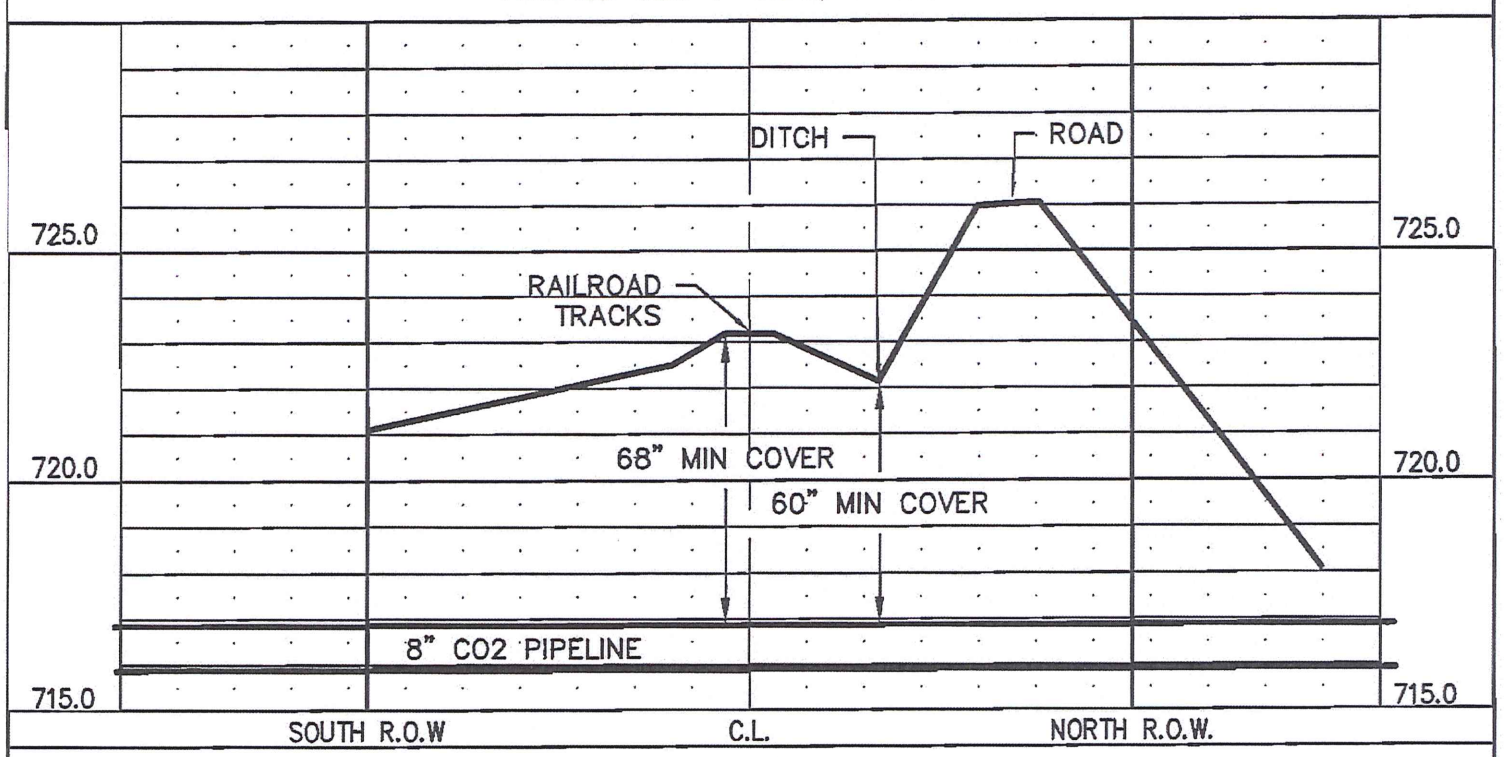
PLAN VIEW



PROFILE VIEW

PROFILE VIEW 1"=30'H; 1"=5'V

MINIMUM COVER SHOWN IS PER CH2MHILL INSTRUCTIONS.



REVISIONS

NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION

DDSi
DOWNTOWN DESIGN SERVICES, INC.
1127 AURARIA PARKWAY SUITE 203
DENVER, CO 80204
Tel: 303-248-7722
www.downtown-design.com

0 25' 50'

NOTE:
BEARINGS AS BASED ON GRID NORTH AS ESTABLISHED NAD 83 OKLAHOMA STATE PLANE NORTH ZONE

CHAPARRAL CO_2, L.L.C.

PLAT OF SURVEY

RAILROAD CROSSING

SEC. 6, T. 35 S., R. 17 S., 6 PM

MONTGOMERY COUNTY, KANSAS

DRAWN BY: FBL — DATE: 12/06/11

SHEET: 3 OF 3 — MONTGOMERY COUNTY, KANSAS

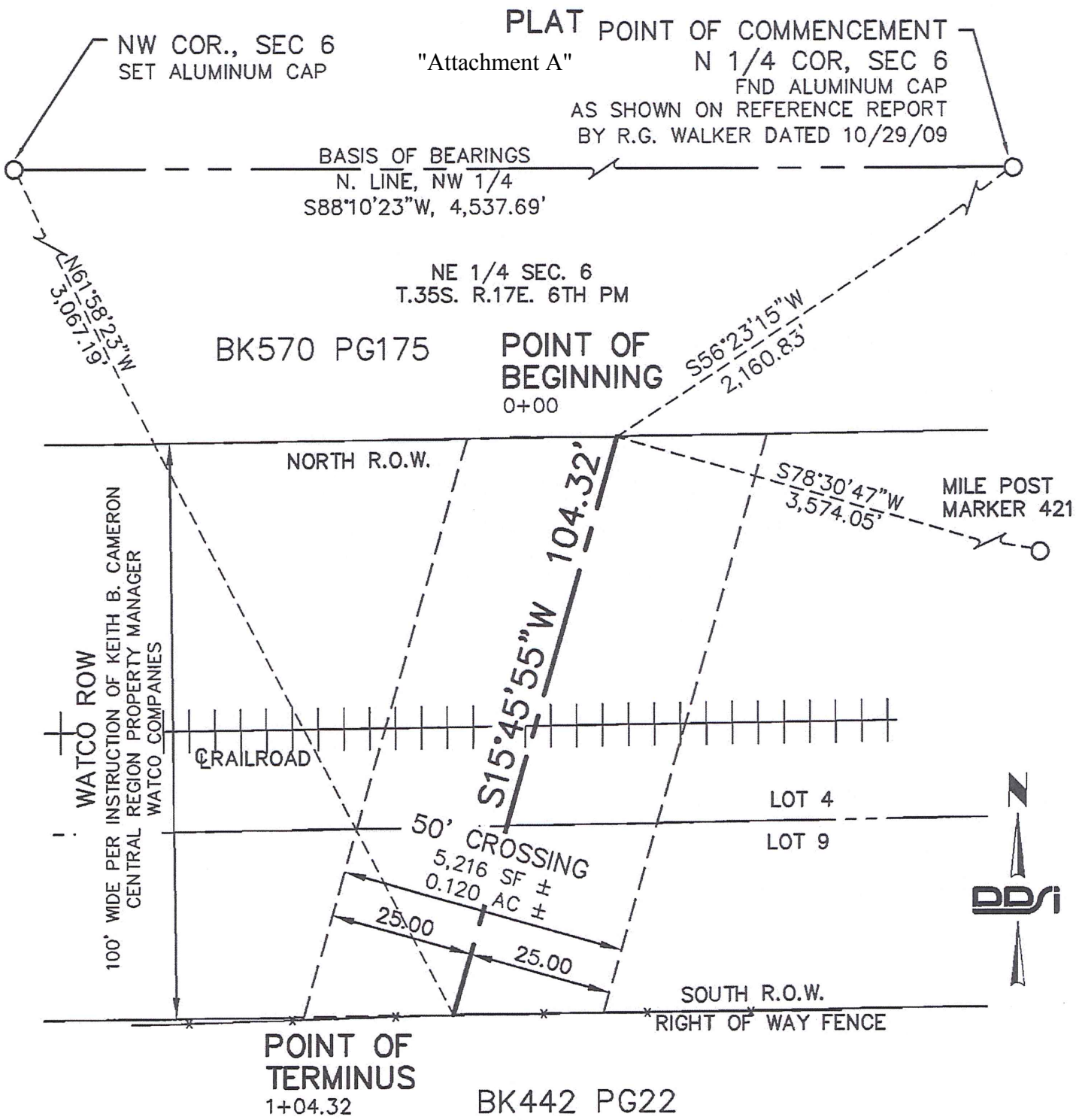
CH2MHILL
6399 S. FIDDLERS GREEN CIR., STE. 500, GREENWOOD VILLAGE, CO 80111
303-792-2211

DRAWING NUMBER: 162.001

REV.

PLAT OF SURVEY TRACT NO. 162.001

OWNER	STATION TO STATION	FEET – RODS			
WATCO RR	0+00 – 1+04.32 –	104.32 – 6.32 –	PERM. EASEMENT	0.120	ACRES
			TEMP. WORK SPACE	N/A	ACRES
			ADD'L TEMPORARY WORK SPACE	N/A	ACRES



NOTES:
1. THIS SURVEY PLAT WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT OR REPORT BY AGREEMENT WITH CLIENT.
2. EASEMENTS, SETBACKS, AND OTHER ENCUMBRANCES ARE NOT SHOWN BY AGREEMENT WITH CLIENT.
3. ALL DISTANCES ARE US SURVEY FEET, CONVERSION FACTOR OF 39.37 INCHES PER METER.
4. THE RAILROAD RIGHT OF WAY IS LOCATED BASED ON THE POSITION OF THE EXISTING TRACK AND THE WIDTH PER INSTRUCTION OF KEITH B CAMERON, CENTRAL REGION PROPERTY MANAGER, WATCO COMPANIES

REVISIONS

NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION

DDSi
DOWNTOWN DESIGN SERVICES, INC.
1127 AURARIA PARKWAY SUITE 203
DENVER, CO 80204
Tel: 303-248-7722
www.downtown-design.com

0 15' 30'

NOTE:
BEARINGS AS BASED ON GRID NORTH AS ESTABLISHED NAD 83 OKLAHOMA STATE PLANE NORTH ZONE

CHAPARRAL CO_2, L.L.C.

PLAT OF SURVEY
RAILROAD CROSSING
SEC. 6, T. 35 S., R. 17 E., 6 PM
MONTGOMERY COUNTY, KANSAS

DRAWN BY: FBL — DATE: 12/06/11
SHEET: 2 OF 3 — MONTGOMERY COUNTY, KANSAS

CH2MHILL
6399 S. FIDDLERS GREEN CIR., STE. 500,
GREENWOOD VILLAGE, CO 80111
303-792-2211

DRAWING NUMBER — REV.

PLAT OF SURVEY TRACT NO. 162.001

LEGAL DESCRIPTION

"Attachment A"

A FIFTY FOOT WIDE EASEMENT ACROSS A PORTION OF THE WATCO COMPANIES RAILROAD RIGHT OF WAY; LOCATED IN LOT 4 AND LOT 9, SECTION 6, TOWNSHIP 35 SOUTH, RANGE 17 EAST OF THE SIXTH PRINCIPAL MERIDIAN; MONTGOMERY COUNTY, KANSAS; BEING 25.00' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, MONUMENTED BY AN ALUMINUM CAP, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 6, MONUMENTED BY AN ALUMINUM CAP STAMPED "DDSI CLS249", BEARS N88°10'23"W 4,537.69 FEET;

THENCE S56°23'15"W 2,160.83 FEET TO THE POINT OF BEGINNING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD FROM WHICH MILEPOST MARKER 421 BEARS S78°30'47"E 3,574.05 FEET;

THENCE S15°45'55"W 104.32 FEET TO THE POINT OF TERMINUS ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 6 BEARS N61°58'23"W 3,067.19 FEET;

CONTAINING 5,216 SQUARE FEET OR 0.120 ACRES, MORE OR LESS.

THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO BEGIN AT THE NORTHERLY RIGHT OF WAY LINE AND TERMINATE AT THE SOUTHERLY RIGHT OF WAY LINES OF SAID RAILROAD TO ELIMINATE ANY GAPS OR OVERLAPS.

SURVEYOR'S CERTIFICATION:

I, ALAN WARNER, A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, DECLARE TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS PLAT OF SURVEY CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION ON DECEMBER 01, 2011.

ALAN WARNER LICENSED 1496 12-06-11 KANSAS LAND SURVEYOR

ALAN WARNER, LS No. 1496
FOR DOWNTOWN DESIGN SERVICES INC.
CERTIFICATE OF AUTHORIZATION NO. 249
DATE: DECEMBER 06, 2011
(303) 248-7722

REVISIONS

NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION

DDSi
DOWNTOWN DESIGN SERVICES, INC.
1127 AURARIA PARKWAY SUITE 203
DENVER, CO 80204
Tel: 303-248-7722
www.downtown-design.com

NOTE:
BEARINGS AS BASED ON GRID NORTH AS ESTABLISHED NAD 83 OKLAHOMA STATE PLANE NORTH ZONE

CHAPARRAL CO_2, L.L.C.

PLAT OF SURVEY
RAILROAD CROSSING
SEC. 6, T. 35 S., R. 17 S., 6 PM
MONTGOMERY COUNTY, KANSAS

DRAWN BY: AW | DATE: 12/06/11
SHEET: 1 OF 3 | MONTGOMERY COUNTY, KANSAS

CH2MHILL
6399 S. FIDDLERS GREEN CIR., STE. 500,
GREENWOOD VILLAGE, CO 80111
303-792-2211

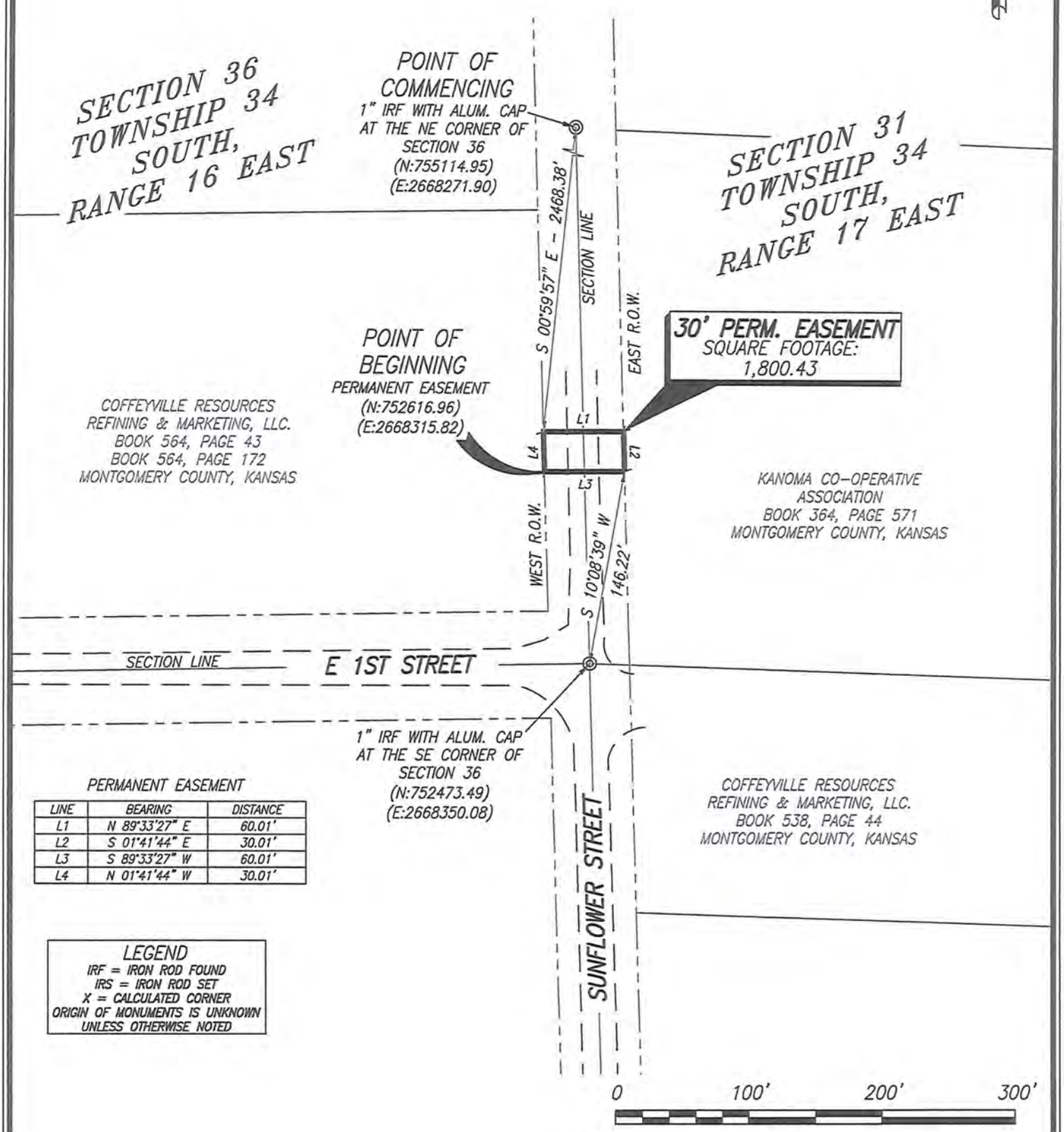
DRAWING NUMBER 162.001 | REV.

NOTES:
1. BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, NAD 83, KANSAS SOUTH; A CONVERSION FACTOR 39.37 IN.=1 METER. COORDINATES ARE GRID, CSF=1.00000902. VERTICAL DATUM NAVD 88.
2. THE PURPOSE OF THIS PLAT OF SURVEY IS TO CREATE RIGHTS-OF-WAY AND EASEMENTS FOR THE ROUTING AND CONSTRUCTION OF A PIPELINE.
3. THIS SURVEY IS NOT A "BOUNDARY SURVEY" AS DEFINED BY KANSAS STATUTES.
4. BY AGREEMENT WITH CLIENT, THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. CORNERS OF ALL RIGHTS-OF WAY AND EASEMENTS WILL BE STAKED AS REQUIRED TO LOCATE AND CONSTRUCT THE PIPELINE. BY AGREEMENT WITH THE CLIENT, NO PERMANENT MONUMENTS WILL BE SET.
6. SEE ATTACHED LEGAL DESCRIPTION PAGE 2 OF 2.

PLAT

TRACT 166.001

Attachment "A"



PERMANENT EASEMENT

LINE	BEARING	DISTANCE
L1	N 89°33'27" E	60.01'
L2	S 01°41'44" E	30.01'
L3	S 89°33'27" W	60.01'
L4	N 01°41'44" W	30.01'

LEGEND
IRF = IRON ROD FOUND
IRS = IRON ROD SET
X = CALCULATED CORNER
ORIGIN OF MONUMENTS IS UNKNOWN UNLESS OTHERWISE NOTED

HAROLD GAY
LICENSED
1561
11-05-2012
KANSAS
LAND SURVEYOR

CHAPARRAL CO_2, L.L.C.

30' PERMANENT PIPELINE EASEMENT

SITUATED IN THE
CITY OF COFFEYVILLE
PROPERTY
SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST &
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST
MONTGOMERY COUNTY, KANSAS

JOB:Chaparral L.L.C.		DRAWN BY: GWB	CHECKED: NS
AFE:	PAGE:1 OF 2	DATE: 08/22/2012	REV: 11/05/2012 GWB

P:\Chaparral Energy\Montgomery County\Plats\TRACT 166.001 Rev3.dwg

SQ. FOOTAGE: 1,800.43

ACRES: 0.041

HMG ENGINEERING

HMG ENGINEERING LTD.
2448 E. 81st ST. #2055, TULSA, OK 74137
918-493-2500
KS #LS-258 EXP 12/31/2012

NOTES:
1. SEE PAGE 1 OF 2

LEGAL DESCRIPTION
TRACT 166.001

Legal description (30 foot Permanent Pipeline Easement)

BEING a 30 foot Permanent Pipeline Easement in Section 36, Township 34 South, Range 16 East, & Section 31, Township 34 South, Range 17 East, Montgomery County, Kansas, and being a portion of Sunflower Street, City of Coffeyville, Montgomery County, Kansas, said permanent pipeline easement being described as follows:

COMMENCING at a 1" iron rod with aluminum cap found [N:7755114.95, E:2668271.90] at the northeast corner of said Section 36, Thence, S 00°59'57" E, a distance of 2,468.38 feet, to the Point of Beginning [N:752616.96, E:2668315.82] in the west right of way line of Sunflower Street;

THENCE N 89°33'27" E, a distance of 60.01 feet to a point in the east right of way line of Sunflower Street;

THENCE S 01°41'44" E, with the east right of way line of Sunflower Street, a distance of 30.01 feet, to a point, from which a 1" iron rod found with aluminum cap for the southeast corner of said Section 36 bears, S 10°08'39' W, a distance of 146.22 feet;

THENCE S 89°33'27" W, a distance of 60.01 feet, to a point in the west right of way line of Sunflower Street;

THENCE N 01°41'44" W, with the west right of way line of Sunflower Street, a distance of 30.01 feet, to the Point of Beginning for a total of 1,800.43 square feet or 0.041 acres more or less.

HAROLD GAY
LICENSED
1561
11-05-2012
KANSAS
LAND SURVEYOR

CHAPARRAL CO_2, L.L.C.

30' PERMANENT PIPELINE EASEMENT

SITUATED IN THE
CITY OF COFFEYVILLE
PROPERTY
SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MONTGOMERY COUNTY, KANSAS

JOB:Chaparral L.L.C.		DRAWN BY: GWB	CHECKED: NS
AFE:	PAGE:2 OF 2	DATE: 08/22/2012	REV: 11/05/2012 GWB

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SQ FOOTAGE: 1800.43

ACRES: 0.041

HMG ENGINEERING
HMG ENGINEERING LTD.
2448 E. 81st ST. #2055, TULSA, OK 74137
918-493-2500
KS #LS-258 EXP 12/31/2012