

7-2-5
REV. 5-1-60

RIGHT OF WAY AGREEMENT
(STANDARD FORM)

FOR AND IN CONSIDERATION of the sum of Two hundred ninety-five

Dollars (\$295.00), in hand paid, the receipt

of which is hereby acknowledged EDGAR F. RHOADS AND MARY GRACE RHOADS, HIS WIFE, and

RALPH H. KNODE, JR. AND JUDITH O. KNODE, HIS WIFE, hereinafter referred to as Grantor does hereby grant unto Continental Pipe Line Company, a Delaware corporation having offices in Ponca City, Oklahoma, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipe line or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations and, if necessary, to construct, maintain, operate, remove and replace communication and control facilities upon, over, through and under the following described land situated in SHERIDAN County, State of WYOMING to wit:

NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 34; T. 55 N., R. 84 W., except the following described tract of land from the NW $\frac{1}{4}$: Commencing at a point on the Southline of the County Road 25 feet, more or less, South of the Northwest corner of said Sec.; thence South on Section line 277 feet to a point, thence East parallel to the Section line 477 feet, thence North 274 feet to the South line of said County Road, and thence West to the point of beginning.

together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid, hereby releasing and waiving for the purpose of this grant all rights under and by virtue of the dower, homestead and homestead exemption laws, if any, of said state.

Grantor shall have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure over said pipe line or lines nor permit same to be done by others.

Any pipe line or lines constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, or other watercourse.

Should more than one line be laid under this grant at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one or more pipe lines or an undivided interest therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

WITNESS the execution hereof the 9th day of May 1963

In the presence of:

C. L. Stewart

Ralph H. Knode Jr.
Ralph H. Knode, Jr.
Judith O. Knode
Judith O. Knode
Edgar F. Rhoads
Edgar F. Rhoads
Mary Grace Rhoads
Mary Grace Rhoads

Tract No. S-51
No. of Rods 295
Check No. 24045
Charge AFE 3127 JO 1790

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STATE OF _____ } ss.
COUNTY OF _____ }

(Illinois-Indiana-Missouri Form)

Before me, the undersigned, a notary public within and for said county and state, on this _____ day of _____, 19____; personally appeared _____

known to me to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires: _____

Notary Public

STATE OF _____ } ss.
COUNTY OF _____ }

(Texas Form)

Before me, _____, a notary public in and for _____ County, _____, on this day personally appeared _____

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Also before me on this day personally appeared _____

wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and

having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A.D., 19____
My commission expires: _____

Notary Public in and for _____
County, _____

STATE OF _____ } ss.
COUNTY OF _____ }

(Colorado Form)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Witness my hand and official seal.
My commission expires: _____

Notary Public

STATE OF WYOMING } ss.
COUNTY OF Sheridan }

(Wyoming Form)

On this 9th day of May, 1963, before me personally appeared Edgar F. Rhoads and Mary Grace Rhoads, his wife, and Ralph H. Knode, Jr. and Judith O. Knode, his wife. to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand the day and year first above written.

My commission expires: April 22, 1967

Edith Lierelman Pace
Notary Public

