

134

RIGHT-OF-WAY CONTRACT

For and in consideration of an aggregate sum equal to One Dollar (\$ 1.00) per rod for each rod of pipeline constructed under the terms hereof, at the time and in the manner hereinafter set forth, Kendrick

Cattle Company
hereinafter referred to as Grantors (whether one or more), do hereby warrant and convey unto WESTERN OIL TRANSPORTATION CO., INC., a Texas corporation, with offices at Casper, Wyoming, its successors and assigns, hereinafter referred to as Grantee, the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipeline or pipelines, and appurtenances necessary for and incident to the operation and protection thereof, for the transportation of oil, gas, petroleum or any of its products, along a route shown on Exhibit "A" hereto attached on, over and through the following described lands, of which Grantors warrant they are the owners, situated in Sheridan County, State of Wyoming, to-wit: A strip of land being 50 feet in width and 1,044 rods or 17,226 feet in length traversing Tract 45 & Lot 6, Sect. 25 & Tract 47 & Tract 49, T 58 N, R 77 W, & Tracts 46, 45, 47, 49, 50, 51, 52 & 53, T 58 N, R 76 W, All in Sheridan, County Wyoming.

together with the right to use so much of the surface of said lands adjoining such right-of-way, including existing roads, as may be necessary to install, construct, maintain, replace and repair such pipeline or pipelines and the right of ingress and egress to and from said line or lines for the purposes aforesaid.

In further consideration hereof, Grantee further agrees that during the next ensuing planting season, but in no event later than one year from the date hereof, Grantee shall re-seed with appropriate good quality seed all of the above described lands as have been heretofore disturbed by Grantee in the exercise of the rights granted to Grantee; the entire cost and expense of such planting shall be borne solely by Grantee.

Grantee agrees to pay the sum of Ten and no/100 Dollars (\$10.00), upon the execution hereof, receipt of which is hereby acknowledged. Any balance due to be paid to the Grantors after the survey establishing the route of the line has been completed, and before construction is commenced. It being mutually agreed that if Grantee fails to make payment of the balance due within twelve (12) months from the date hereof, all rights, terms and conditions of this contract shall cease and determine.

Grantors to have the right to fully use and enjoy the above described premises, except as to the rights herein granted, and Grantors agree not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over said pipeline or lines. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, fences or buildings of said Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantors, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant at any time, an additional consideration, calculated on the basis of One Dollar (\$ 1.00) per lineal rod, shall be paid for each line laid after the first line, and the terms and provisions hereof shall be applicable to such additional line. It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

WIP# 377-138 291-2

Any pipeline or lines constructed by said Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with cultivation.

The pipeline right-of-way herein granted is limited to a total width of ten (10) feet along the line of actual construction.

Grantors hereby surrender and release for the purpose of this instrument only all rights of homestead in the premises hereinabove described.

The rights herein granted may be assigned in whole or in part.

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

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 5th day of November, 19 68.

Kendrick Cattle Co
GRANTOR

By John B. Kendrick II (SEAL)
President (TITLE)

Kendrick Cattle Co
INCORPORATE
John B. Kendrick
Secretary (TITLE)

STATE OF Idaho
COUNTY OF Shoshone

The foregoing instrument was acknowledged before me this 5th day of November, 19 68.

Witness my hand and official seal.

Janet Patterson
NOTARY PUBLIC
My commission expires: May 20, 1970

Janet Patterson
Notary Public

