

RECORDED SEPTEMBER 20, 1988 BK 322 PG 7 NO. 17343 RONALD L. DAILEY, COUNTY CLERK

EASEMENT

THE STATE OF Wyoming  
COUNTY OF Sheridan

KNOW ALL MEN BY THESE PRESENTS THAT:

On this 8/8, 1988, the undersigned, Kendrick Cattle Co.

as Grantor, whose address is P.O. Box 821, Sheridan, Wyoming, 82801 for and in consideration of the sum of Three hundred three & 03/100 Dollars (\$ 303.03), and other good and valuable considerations, in hand paid by GRANTEE, the receipt of which is hereby acknowledged, do (does) hereby grant, bargain, sell, and convey unto Western Oil Transportation, P. O. Box 1183, Houston, Texas, 77251-1183, Grantee, its affiliates, partners, successors and assigns, a right-of-way and easement to lay, construct, install, maintain, operate, replace, protect, repair, relocate, change the size of, and remove one pipeline, valves, fittings and any other equipment and appurtenances necessary and incident to the operation and protection thereof, for the transportation of oil, gas, water or any other substances which may be moved by and through a pipeline, and to maintain, operate, replace, change, relocate and remove cathodic protection units, and appurtenances thereto, at such locations and along such routes as Grantee, its successors and assigns, shall select, on, over, under and through the following described lands situated in Sheridan County, State of Wyoming, to wit:

A strip of land 15-ft. wide on each side of a centerline extending for 500 ft. or 30.3 rods in a North-South direction in tract 50 of the SE $\frac{1}{4}$ /NE $\frac{1}{4}$  section 31, Township 58 North, Range 76 West as per EXHIBIT "A".

together with rights of ingress and egress to and from said line for all purposes to this grant. As to the rights hereby granted, all rights of homestead are hereby released and waived. The Grantor shall have the right to use and fully enjoy the above described premises, except as otherwise limited herein. Grantor shall not hinder or interfere with the exercise of Grantee's rights hereunder, and Grantor shall not erect, construct or maintain any building, reservoir, pavement, or other permanent or temporary improvements within or upon the width of this right of way without Grantee's prior written consent. 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.

The pipeline will be buried to a depth providing a minimum cover of thirty-six (36) inches except when rock or other physical obstacles preclude such practice, along routes selected solely by the Grantee, its successors and assigns, and at the option of Grantee such line may be placed above the channel of any stream, ravine, ditch or other water courses. A right-of-way fifty (50) feet wide shall be allowed during construction and thirty (30) feet wide thereafter.

If the interest of Grantors in the above-described land is less than the entire and undivided fee simple estate therein, then any payments hereunder shall be paid to Grantors in the proportion which Grantor's interests bears to the whole and undivided fee. It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

TO HAVE AND TO HOLD said easement, rights and rights-of-way unto the said Grantee, its successors and assigns and so long thereafter as the pipeline is maintained on the property described hereinabove. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. This instrument embodies the entire agreement between the parties hereto, including the consideration paid or to be paid therefor.

WITNESS OUR HANDS this the day and year first written.

THE STATE OF Colorado  
COUNTY OF Denver

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Paul M. Neff known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2<sup>nd</sup> day of August A.D., 1988.

Paul M. Neff  
Notary Public in and for  
Denver County, Colorado

My commission expires 6/30/89.

Return Recorded Document to:

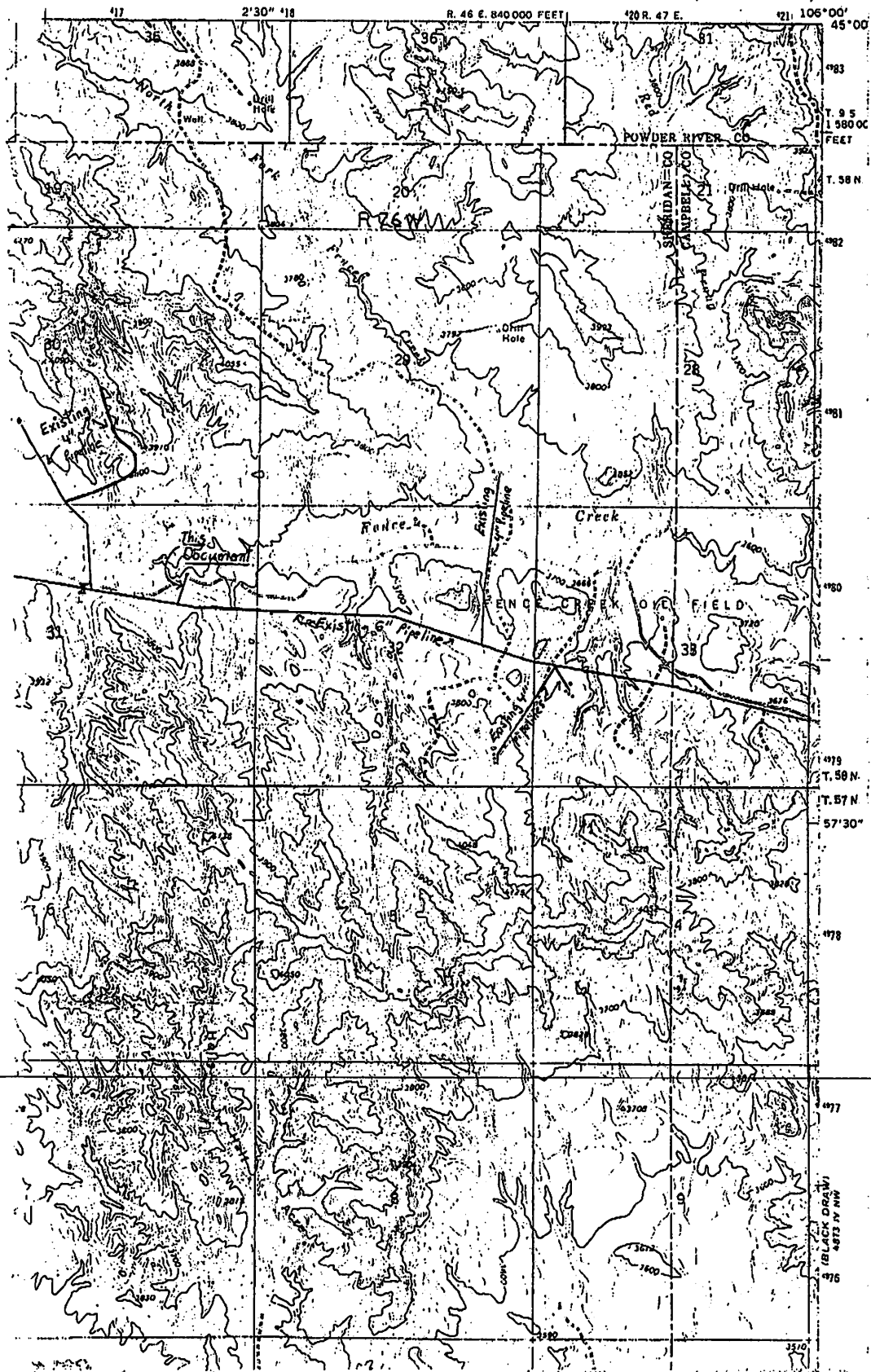
PERMIAN/WESTERN, Operations  
P. O. Box 1183  
Houston, Texas 77251-1183

# EXHIBIT "A"

8

## CABIN CREEK NE QUADRANGLE WYOMING-MONTANA 7.5 MINUTE SERIES (TOPOGRAPHIC)

108



(BLACK DRAWN)  
4873 IN NW