

R/W No. W-
Line No. Coal Slurry
AFE No. 64-2001
Draft No. 01928

RECORDED MAY 15, 1979 BK 240 PG 41 NO. 764723 MARGARET LEWIS, COUNTY CLERK

STATE OF WYOMING

ss.

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Sheridan

That for and in consideration of One Thousand DOLLARS (\$1,000.00) to the undersigned (herein styled Grantors, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby grant, bargain, sell, convey and warrant unto Texas Eastern Transmission Corporation, a Delaware corporation (herein styled Grantee), its successors and assigns, a right of way and easement one hundred feet (100') in width in which to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace two pipelines and appurtenances thereto, including but not limited to fittings, tie-overs, valves, corrosion control equipment and other apparatus above and below ground, for the transportation of coal slurry, water or any other liquids, gases, or substances which can be transported through pipelines, the Grantee to have the right to select, change, or alter the route before construction under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of Sheridan, State of Wyoming, described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of Section 25, Township 55 North, Range 79 West, of the Sixth Principal Meridian, together with all lands within and under the Chicago, Burlington & Quincy Railroad right-of-way which crosses or adjoins the above described lands.

together with the right to temporarily use from time to time such additional widths of right of way as may be necessary to accomodate construction of any pipeline herein contemplated including, without limitation, additional temporary areas at streams, roads and railroads or other similar obstructions.

It is further understood and agreed that prior to commencement of construction of the first pipeline proposed hereunder, Grantee shall pay to Grantor a sum (Additional Sum) which when added to the sum previously paid pursuant to this agreement shall be equal to Fifty DOLLARS (\$ 50.00) per rod for those lands contained within said right of way and easement. Such payment shall be full consideration for the conveyance of this right of way and easement.

Unless Grantee, within two years from the date hereof, commences construction of a pipeline pursuant hereto or pays to Grantor the Additional Sum hereinabove specified, this Grant shall terminate unless Grantee, prior to said date (expiration date), pays to Grantor the sum of Five Hundred & no/100 DOLLARS (\$500.00), which shall extend this Grant for two additional years from such expiration date (extended date). If so extended, then, unless Grantee, within two years from such extended date, commences construction of a pipeline pursuant hereto or pays to Grantor the Additional Sum hereinabove specified, this Grant shall terminate unless Grantee, prior to said extended date, pays to Grantor the sum of Five Hundred & No/100 DOLLARS (\$ 500.00), which shall extend this Grant a second additional period of two years.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted. The rights herein granted may be assigned in whole or part.

In the event Grantee permanently abandons the pipelines, Grantee at its option, may leave the same and its appurtenances in place and shall execute and record a reconveyance and release of this Grant.

The said Grantors are to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantors shall not construct, plant or place, nor authorize others to construct, plant or place any house, structures, trees, or other obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipeline or appurtenances constructed hereunder, and will not change the grade over such pipeline.

It is agreed that the terms of the Addendum, which is attached hereto, marked Exhibit B, shall be a part of this agreement in all respects.

Grantee hereby agrees to bury any pipeline (exclusive of appurtenances customarily located above ground) to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction of said lines and appurtenances and to pay such damages which may arise to growing annual crops or fences from the maintenance, alteration, repair, removal, change of the size, or replacement thereof.

Any payment due hereunder may be delivered to Grantors or any one of them, or to N/A, who is hereby appointed agent and authorized to receive a receipt for the same.

The Grantors represent that the above described land is rented to Allan Johnson until March 1, 1989.

The undersigned hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

This contract contains all of the promises, terms and provisions of the agreements made by the parties hereto, and it is hereby understood that the party securing this Grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, the Grantors herein have executed this conveyance this 19th day of April, 1979.

James Bumbaca
JAMES BUMBACA

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STATE OF WYOMING

COUNTY OF Sheridan

SS.

The foregoing instrument was acknowledged before me by JAMES A.
BURBEE

this 19 day of April, 1979.

Witness my hand and official seal.

William E. Riddle
Notary Public in and for

Sheridan County, Wyoming

My Commission expires:

March 24-1982

ADDENDUM TO RIGHT OF WAY AGREEMENT

1. The initial pipe shall be laid at least thirty-six (36) inches deep in meadow or cultivated ground and at least twenty-four (24) inches deep wherever possible on pasture lands.

2. That the width of the right of way across cultivated ground shall not exceed one hundred (100) feet during construction and shall be limited to one hundred (100) feet after construction has been completed.

3. That the width of the right of way across grazing or pasture lands shall be limited to one hundred (100) feet only.

4. That Grantee shall return the areas covered by its right of way and used during construction, in as near the original condition as possible, after construction has been completed.

5. That Grantee shall, as a part of its construction procedure, make two passes with the trencher so that the top-soil shall be placed in one pile and the sub-soil and gravel shall be placed in a separate pile in order that the sub-soil and/or gravel material can be put in the bottom of the trench and the top-soil on top.

6. All meadowlands, hay lands and pasture lands will be reseeded after construction is completed and the cost of seeding, fertilizing, watering, and the labor associated with same, including effective weed control, shall be considered as one of the elements of damage and the obligation of the Grantee.

7. That Grantee and its agents shall enter and leave the fee property of the Grantor along the right of way line and that Grantee and its agents shall install and use gates in entering and leaving the property of the Grantor. That Grantee will cooperate as far as possible to the end that the construction of the pipeline will not interfere with the irrigation of crops and that if crop irrigation is interfered with during the period of construction and damage results, the Grantor shall be compensated therefor.

9. That Grantee shall, as a part of its construction procedure, push its pipe under all main ditches, streams and roads; and in the event its pipe is not pushed under secondary ditches, then all disturbed soil within a distance of triple the width of the ditch from the center of the ditch shall be thoroughly tamped as soil is being replaced.

10. Grantor is to fully use and enjoy said premises except for the purposes herein granted to Grantee, and provided that Grantor shall not construct on or over or that will interfere with the construction, maintenance or operation of any pipelines and appurtenances constructed hereunder and will not change the grade over such pipelines.

11. That in the event Grantee ceases to use and operate said pipeline for the period of two consecutive years, this right of way agreement shall terminate and Grantee shall have no further right hereunder, except that if said right then upon written notice from Grantor, Grantee shall, within six months from the date said written notice is postmarked, remove such pipeline from the premises of Grantor or its successor in interest and in the event Grantee fails to effect such removal within said period, then Grantor or its successor in interest shall become full owner of said pipeline and Grantee shall have no further interest therein.

12. It is expressly understood between the Parties that the Grantee shall do the following whenever Grantee cuts a division fence or cross fence belonging to Grantor, to-wit: Before any fence is cut, Grantee shall cause sturdy brace posts to be placed on either side of the right of way, said brace posts to be

butt-treated 3½ feet, set at least three (3) feet in the ground and to be braced and cross-braced as requested by the Grantor.

13. Grantee agrees to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted. (Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.)

Dated this 19th day of April, 1979.

James Bombaca

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Return to
Mr. J. G. Malven
Rights-of-way Division
Texas Eastern Transmission Corp.
P. O. Box 2521
Houston, Texas 77001