

RECORDED AUGUST 6, 1963 EK 142 PG 420 MO 481393 B. B. HUME, COUNTY CLERK

RIGHT OF WAY AGREEMENT
(STANDARD FORM)FOR AND IN CONSIDERATION of the sum of Two Hundred Sixty-nine and no/100--Dollars (\$ 269.00), in hand paid, the receiptof which is hereby acknowledged W. K. POULSON, A WIDOWER Archie M. Barney andLouise Barney, 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:

S1/4NW1/4, SW1/4 of Sec. 1; SE1/4SE1/4 of Sec. 2; NW1/4 of Sec. 12; T. 55 N., R. 85 W.Pipeline is to be constructed and located as shown on Exhibit "A", attachedhereto and made a part hereof.

_____ 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.

A/B Should more than one line be laid under this grant at any time, an additional consideration, ~~calculated on the same basis per line as the consideration hereinabove recited~~, shall be paid for each line so laid after the first line. The terms of the addendum attached hereto, marked Exhibit "B", shall be considered a part of this agreement.

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 11th day of June 19 63

In the presence of:

Elna B MerchantW K PoulsonArchie M BarneyLouise BarneyTract No. S-38No. of Rods 269Check No. 245-40Charge AFE 3127 J.O. 1750

424

N 1/4 Sec 2 T. 15 N. R. 10 W.

W.K.P.

ISSUE APPR. DATE	CONTINENTAL PIPE LINE CO. PONCA CITY OKLAHOMA	DWR. JPL 23 NO. 11-101
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SCALE 1" = 100'

STATE OF Wyoming

COUNTY OF Sheridan

ss.

(Wyoming Form)

On this 11th day of June 1963, before me personally appeared
 W. K. Poulson, a widower, Archie M. Barney and Louise Barney, 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:

December 5, 1964

Elmer R. Merchant
 Notary Public

EXHIBIT "B"

ADDENDUM TO RIGHT OF WAY AGREEMENT

It is agreed between the parties that the following conditions are a part of the understanding between the parties at the time the attached right of way was executed by the grantors, to-wit:

1. All pipes 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 sixty (60) feet during construction and shall be limited to forty (40) feet after construction has been completed.
3. That the width of right of way across grazing or pasture lands shall be limited to sixty (60) feet.
4. That Continental Pipe Line Company shall return the areas covered by its right of way in the areas used during construction in as near the original condition as possible, after construction is completed.
5. That it is intended that all meadow lands, hay lands and pasture lands will be reseeded after construction is completed and that the cost of seeding and labor for same shall be considered as one of the elements of damage.
6. That Continental or its agent shall enter and leave the fee property of the owners along the right of way line and that Continental and its agents shall use gates in entering or leaving the property and shall not use cattle guards unless permission has first been obtained in writing from the owner.
7. That Continental will cooperate as far as possible so that the construction will not interfere with the irrigation of crops and that if crop irrigation is interfered with during the time of construction and damage results the owner shall be reasonably compensated therefor.

Dated this 11 day of June, 1963.

CONTINENTAL PIPE LINE COMPANY

By
FORM
APPROVED
LEGAL DEPT.

[Signature]
President

[Signature]
Archie M. Barney
Louise Barney