

RECORDED AUGUST 6, 1963 BK 142 PG 430 NO 481395 B. B. HUME, COUNTY CLERK

RIGHT OF WAY AGREEMENT
(STANDARD FORM)

FOR AND IN CONSIDERATION of the sum of Forty-seven and no/100 --

Dollars (\$ 47.00), in hand paid, the receipt

of which is hereby acknowledged RICHARD S. HOSFORD and LORRAINE R. HOSFORD, 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:

All that part of the NE¹/₄NE¹/₄ lying East of the Sheridan-Big Horn State Highway of

Sec. 33, T. 55 N., R. 84 W.

Pipeline is to be constructed and located as shown on Exhibit "A"
attached hereto 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.

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 24th day of June 19 63

In the presence of:

E. L. Stewart

Richard S. Hosford
R. S. Hosford
Lorraine R. Hosford

Tract No. S-50
No. of Rods 47
Check No. 245-45
Charge AFF 3127 NO. 1790

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EXHIBIT "A"

ADDENDUM TO RIGHT OF WAY AGREEMENT

It is agreed by and between RICHARD S. HOSFORD and LORRAINE R. HOSFORD, his wife, Grantors named in the attached Right of Way Agreement, that the following terms and conditions are part of the understandings had between the Parties at the time the attached right of way agreement was executed by the Grantors in favor of CONTINENTAL PIPE LINE COMPANY, a Delaware Corporation, as Grantee, and are executed contemporaneously with said Right of Way Agreement and as a part thereof, 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 the right of way across grazing or pasture lands shall be limited to sixty (60) 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 it is intended that all meadowlands, hay lands and pasture lands will be reseeded after construction is completed and that the cost of seeding and the labor associated with same, including reasonable weed control, shall be considered as one of the elements of damage.
6. That Grantee and its agents shall enter and leave the fee property of the Grantors along the right of way line and that Grantee and its agents shall use gates in entering or leaving the property of Grantors, and shall not use cattle guards unless permission in writing has first been obtained from Grantors.
7. 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 Grantors shall be reasonably compensated therefor.

8. That subsequent to construction, the Grantors shall have the full right to use and enjoy the premises being crossed by said pipeline, including the right to fence or cross-fence said lands; that Grantors shall not build any structure over said pipeline nor permit same to be done by others. That subject to the right of Grantee to come upon the premises embraced in this right of way agreement for purposes of constructing, maintaining, operating, removing and replacing said pipeline, or for the purpose of laying an additional line or lines, the Grantors shall have full and complete use of the premises embraced in this right of way agreement.
9. That in the event Grantee ceases to use and operate said pipeline or lines, for a period of six consecutive years, this right of way agreement shall terminate and Grantee have no further right hereunder, except that if said right of way is terminated by reason of non-use or by express agreement of the Parties, then upon written notice from Grantors, Grantee shall, within six months from the date said written notice is postmarked, remove such pipeline or pipelines from the premises of Grantors or their successor in interest and in the event Grantee fails to effect such removal within said period, then Grantors or their successors in interest shall become full owner of said pipeline or pipelines and Grantee shall have no further interest therein.
10. It is expressly understood between the Parties that the Grantee shall do the following wherever Grantee cuts a division fence or cross fence belonging to Grantors, to-wit: Before any fence is cut, Grantee shall cause sturdy brace posts to be placed on either side of the right of way.
11. It is expressly understood between the Parties that the consideration recited in this Right of Way Agreement, is merely for the purpose of securing said right of way and that in addition to the consideration herein recited, the Grantors shall be fully reimbursed for any and all damages sustained by Grantors as a result of the construction and laying of said pipeline or pipelines or the maintenance, repair, or removal thereof, together with the damage, if any, resulting to the lands of Grantors by reason of said pipeline easement and that in the event the Parties hereto are unable to agree as to the amount of such damage, the Grantors reserve the right, if necessary, to institute legal action against Grantee for said damages.

Dated this 24th day of June, 1963.

Richard S. Hosford
Richard S. Hosford
Lorraine R. Hosford
Lorraine R. Hosford

CONTINENTAL PIPE LINE COMPANY, a
Delaware Corporation

By [Signature]
Vice-President OT