

RECORDED AUGUST 6, 1963 BK 142 PG 411 NO 481391 B. B. HUME, COUNTY CLERK

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RIGHT OF WAY AGREEMENT
(STANDARD FORM)

FOR AND IN CONSIDERATION of the sum of One Hundred Ninety-five and no/100 --

Dollars (\$ 195.00), in hand paid, the receipt

of which is hereby acknowledged DONALD H. ROBERTS and ERMAL M. ROBERTS,
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:

Sec. 35; T. 56 N., R. 85 W. Lot 4 of Sec. 1; Lots 1 & 2 of Sec. 2;
T. 55 N., R. 85 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 lineal rod 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 28th day of June 19 63

In the presence of:

Agnes Parkinson

Ermal M Roberts

Donald H Roberts

Tract No. S-34
No. of Rods 195
Check No. _____
Charge _____

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STATE OF _____ }
COUNTY OF _____ } ss.

(Kansas-Oklahoma-Missouri Form)

Before me, the undersigned, a notary public within and for said county and state, on this _____
day of _____, 19____, personally appeared _____

known to me to be the identical persons described in and who executed the within and foregoing instrument,
and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses,
purposes and consideration therein set forth.

My commission expires:

Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

(Texas Form)

Before me, _____, a notary public in and for _____
County, _____, on this day personally appeared _____

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged
to me that they executed the same for the purposes and consideration therein expressed.

Also before me on this day personally appeared _____

wife of _____, known to me to be the person whose name is subscribed
to the foregoing instrument, and having been examined by me privily and apart from her husband, and

having the same fully explained to her, she, the said _____, acknowledged
such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes
and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A.D., 19____.
My commission expires:

Notary Public in and for _____
County, _____

STATE OF _____ }
COUNTY OF _____ } ss.

(Colorado Form)

The foregoing instrument was acknowledged before me this _____ day of _____
19____, by _____

Witness my hand and official seal.
My commission expires:

Notary Public

STATE OF Wyoming }
COUNTY OF Sheridan } ss.

(Wyoming Form)

On this 25th day of June, 1963, before me personally appeared
DONALD H. ROBERTS and ERMAL L. ROBERTS, his wife

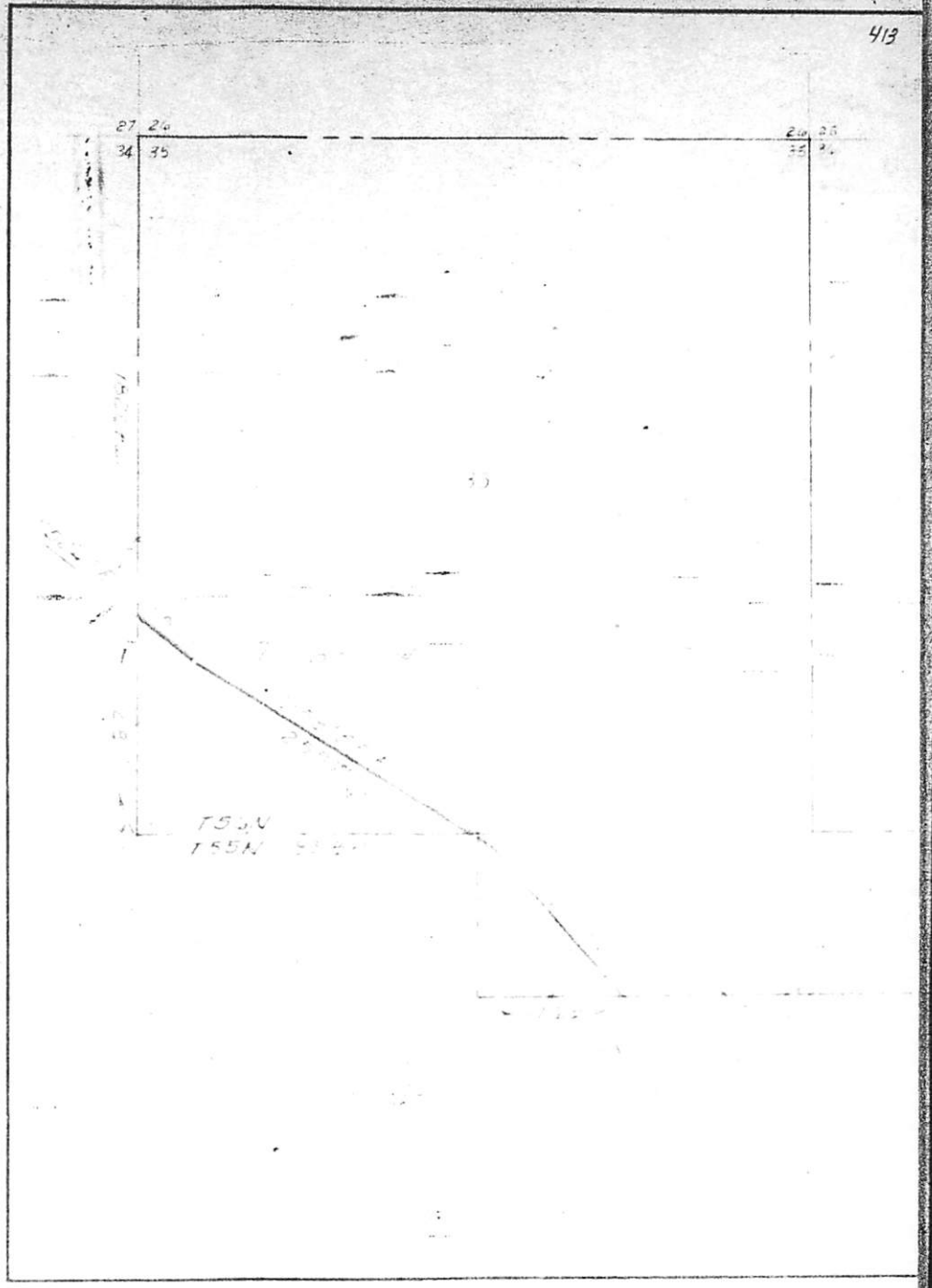
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.

Given under my hand the day and year first above written.

My commission expires:

My Commission expires March 12, 1956

Agnes Parkinson
Notary Public



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EXHIBIT "B"

<p>NEW STATE OF OKLAHOMA</p> <p>CITY OF DATE SURVEY DESCRIPTION BY</p>	
<p>CONTINENTAL PIPE LINE COMPANY</p> <p>PONCA CITY, OKLAHOMA</p>	
<p>SCALE: 1" = 100'</p> <p>MODE: 1" = 100'</p>	
<p>APPROVED:</p> <p>DATE:</p>	<p>DWR.</p> <p>Nº</p>

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EXHIBIT "B"

ADDENDUM TO RIGHT OF WAY AGREEMENT

It is agreed by and between Ronald H. Roberts and
Ernest M. Roberts, Grantor named in the attached Right of Way
agreement, and the CONTINENTAL PIPE LINE COMPANY, a Delaware Corporation,
Grantee 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 Grantor
in favor of Grantee and are executed contemporaneously with said Right of Way
Agreement and as a part thereof, to-wit:

1. The 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 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 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 re-seeded 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. Any boulders and coarse gravel that were not previously upon the surface of the right of way prior to construction shall be removed from the surface.
8. 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.
9. 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.

10. 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.
11. That subsequent to construction, the Grantor 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 Grantor 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, the Grantor shall have full and complete use of the premises embraced in this right of way agreement.
12. 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 of way is terminated by reason of non-use or by express agreement of the Parties, 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.
13. 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 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 $3\frac{1}{2}$ feet, set at least three (3) feet in the ground and to be braced and cross-braced as requested by the Grantor.
14. 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 Grantor shall be fully reimbursed for any and all damages, losses and costs sustained by Grantor as a result of the construction and laying of said pipeline or the maintenance, repair, or removal thereof, together with the damage, if any, resulting to the lands of Grantor by reason of said pipeline easement, and that in the event the Parties hereto are unable to agree as to the amount of such damages, losses and costs, the Grantor reserves the right, if necessary, to institute legal action against Grantee for said damages, losses and costs.

Dated this 5th day of June, 1963.

By: Donald H. Roberts + Ernest M. Roberts

CONTINENTAL PIPE LINE COMPANY,
a Delaware Corporation

By: [Signature] Vice President