

RECORDED MAY 21, 1963 BK 141 PG 452 NO. 478621 B. B. HUME, COUNTY CLERK
RIGHT OF WAY AGREEMENT
(STANDARD FORM)

-152

FOR AND IN CONSIDERATION of the sum of-----ONE HUNDRED FIFTY TWO AND no/100-----

-----Dollars (\$ 152.00), in hand paid, the receipt of which is hereby acknowledged FRED P. HARPER

does hereby grant unto Continental Pipe Line Company, a Delaware corporation hereinafter referred to as Grantor 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:

Part of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 19, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 18, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, also a tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 19 described as follows: Commencing at the Southwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, thence N. 0 deg. 13' E. 570 feet, along the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, thence S. 25 deg. 5' E. 290.5 feet, thence S. 22 deg. 45' E. 151.3 feet, thence S. 06 deg. 05' E. 209.7 feet, thence N. 49 deg. 05' W. 211 feet to point of beginning. The North 38 feet of the West 330 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 20, T. 54 N., R. 83 W., 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. **Pipeline shall be constructed and located as shown in Exhibit "A" attached hereto and made a part of** 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.

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 10 day of May 1963

In the presence of:

Fred P. Harper
Fred P. Harper

Tract No. S-67; S-69
No. of Rods 152
Check No. _____
Charge _____

STATE OF New Mexico } ss.
COUNTY OF Eddy }

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(Kansas-Oklahoma-Missouri Form)

Before me, the undersigned, a notary public within and for said county and state, on this _____ day of May 1963, personally appeared _____

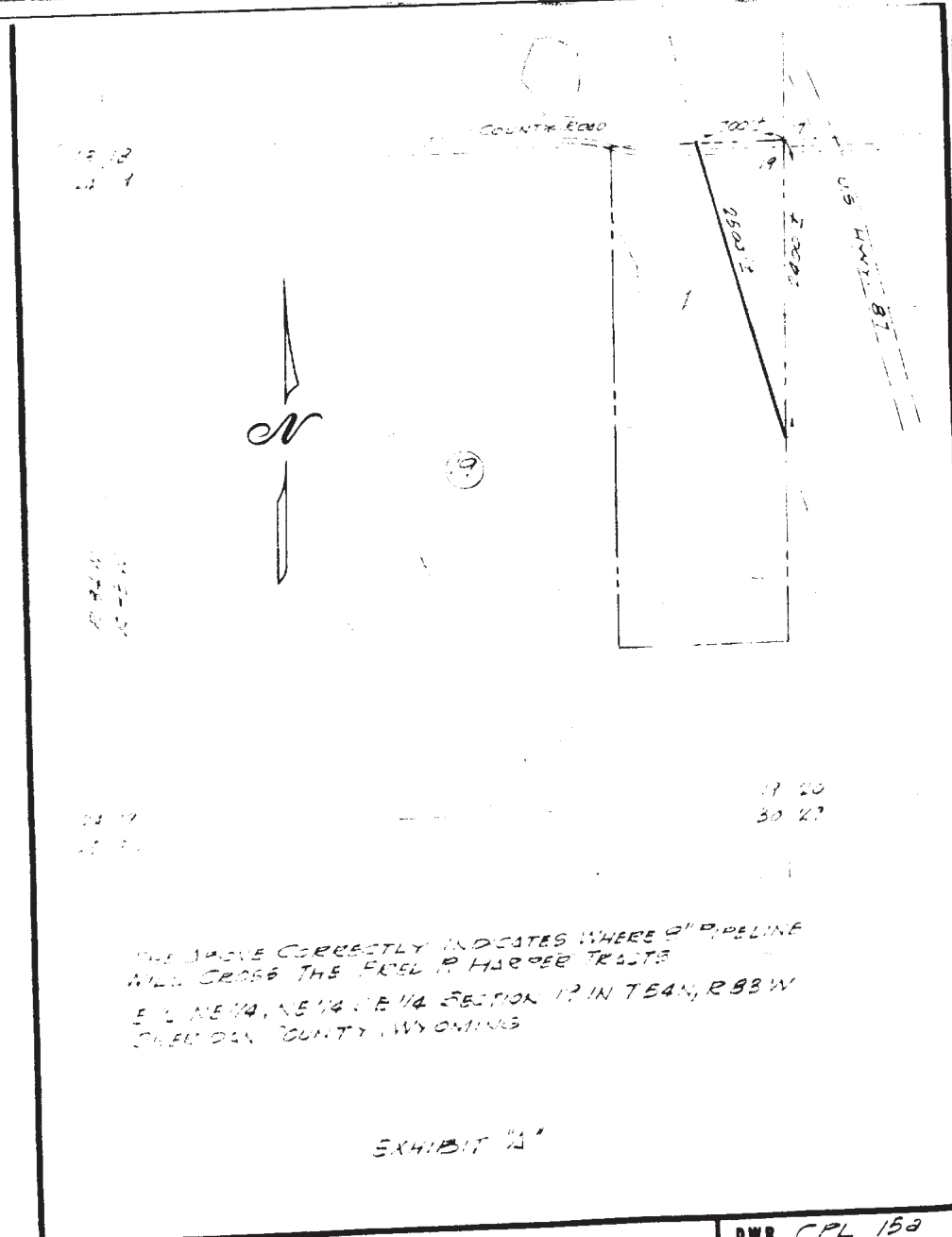
Fred P. Harper

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:

June 6, 1966

R. L. Thompson
Notary Public



THE ABOVE CORRECTLY INDICATES WHERE 8" PIPELINE
WILL CROSS THE FRED P. HARPER TRACT
E 1/4 NE 1/4, NE 1/4 SE 1/4 SECTION 12 IN T44N, R33W
CHEROKEE COUNTY, WYOMING

EXHIBIT 12

ISSUE:
APPR:
DATE:

CONTINENTAL PIPE LINE CO.
PONCA CITY, OKLAHOMA

SCALE: 1"=100'

DWR. CPL 153
NO 45-12-107