

RIGHT OF WAY CONTRACT

79
Line No. 703
R/W No. 5-18-084
State Wyoming
County Sublette
Rods

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged,
Clifton Fear & Cornelia L. Fear, his wife

whose address is Big Piney, Wyoming
hereinafter referred to as Grantors (whether one or more), do hereby warrant, grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right of way and easement to construct, maintain, operate, protect and remove pipelines and appurtenances thereto, over and through the following described lands situated in

Sublette County, State of Wyoming, to-wit:
Southwest Quarter of Northwest Quarter (SW₁ of NW₁), Southwest Quarter (SW₁), Southwest Quarter of Southeast Quarter (SW₁ of SE₁) of Section 10, Township 29 North, Range 113 West.

It is agreed that the execution of this Right of Way Contract shall in no way interfere with an existing lease in favor of Arthur B. Beller on the above described lands.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of Grantee above described, and the removal of such at will, in whole or in part; hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of said state:

The said Grantors are to fully use and enjoy the said premises except for the uses herein granted to the said Grantee. Grantee agrees to bury its pipes to a sufficient depth at the time of construction so as not to interfere with cultivation of the soil. Grantors shall not build, nor permit to be built, created or constructed any obstruction over or that would interfere with said pipelines, or Grantee's rights hereunder. Grantee shall pay Grantors for damages sustained to growing crops, timber, livestock, fences, buildings and improvements from the exercise of the rights herein granted.

Prior to the time of construction of each pipeline hereunder, Grantee will pay to Grantors the sum of one dollar per lineal rod for such pipeline.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by tender of such payment to any of the Grantors or by depositing such payment to the credit of any of the Grantors in the

State Bank of Big Piney, Wyoming.

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1955, from Pacific Northwest Pipeline Corporation to J. P. Morgan & Co., Inc., and Robert P. Howe, as trustees.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto and the Grantee shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

WITNESS the execution hereof on this the 18th day of September, A. D. 197.

WITNESSES:

Edwin A. Boden

Clifton Fear or (Seal)
Cornelia L. Fear (Seal)

(Seal)

(Seal)