

File: R/W 63053 Grant No. G-3
W/O: 11670 Dwg. No. 17 761.0-7-2
Project: Mobil 66-26 (BFGS)
Name: William J. McGinnis, Sr. and Mamie H. McGinnis, his wife
Witness to Signature: *William J. McGinnis, Sr.*
Witness to Signature: *Mamie H. McGinnis*
WITNESS THE EXECUTION HEREOF the 7th day of March 1963 A.D.



SEATTLE, NEB. 26 28 N. 114 W. 6th P.M.
SUBDIVISION Section Township Range of B. & M. XX
DESCRIPTION OF PROPERTY SITUATED IN SUBLETTE COUNTY, STATE OF WYOMING
It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.
Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.
There is hereby granted to the Grantee herein the right to construct, maintain and operate on said right of way, additional pipe line or lines, and appurtenances, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of \$1.00 per lineal rod for each additional line so laid, as well as damages caused by Grantee to Grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional lines and appurtenances as are hereby granted with respect to the first line and appurtenances to be constructed.
Grantor shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee, within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either the Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.
Grantor shall not, without Grantor's consent, construct a road over any land which is in cultivation, and when required for purposes of cultivation Grantee, at Grantor's written request, will relocate any road constructed by it on another site supplied by Grantor. Grantee shall, during initial construction, bury all pipe lines below ordinary plow depth.
Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its lines or appurtenances and no road, reservoir or other structure or excavation shall be constructed or maintained on, over, along or within 10 feet of said right of way without Grantee's prior written consent.
Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.
TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be binding upon Grantor, his heirs, legal representatives and successors in title.
This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipe line with either like or different size pipe. During temporary periods Grantee may use such portion of said property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the undersigned in hand paid by EL PASO NATURAL GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, trench, maintain and operate a pipe line with necessary valves and appurtenances thereto, and, in connection therewith, a telephone line, a power transmission line and road (said pipe line, appurtenances, telephone and transmission lines and road being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right of way 60 feet in width.

STATE OF WYOMING COUNTY OF SUBLETTE
Form 9-25 (Rev. 4-62)
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