

## RIGHT OF WAY GRANT AND EASEMENT

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, **STANLEY MARTIN, a single man**, hereinafter referred to as Grantor (whether one or more), does hereby grant, warrant and convey unto **GRAND MESA OPERATING COMPANY**, their successors and assigns, and/or subcontractors, hereinafter referred to as Grantee, a right-of-way and easement to construct, maintain, inspect, operate, protect, repair, alter, replace, and remove an entry road, 30 feet in width, together with additional temporary work space adjacent thereto, on, over, and through the following described lands, of which Grantor warrants they are the owners in fee simple, situated in Lincoln County, State of Colorado, to wit:

Township 10 South, Range 55 West:  
Section 3: All

together with the right of ingress and egress to and from said lands for the purposes aforesaid.

Grantor shall have the right fully to use and enjoy the above-described premises, subject to the rights herein granted; and Grantor agrees not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over said road right-of-way (not to include electrical power lines). Grantee hereby agrees to pay damages which may arise to growing crops, pasture, fences, or buildings of said Grantor, from the exercise of the rights herein granted.

Grantor hereby gives, grants and conveys unto Grantee, its agents, employees, contractors and assigns, the right to enter upon and use the above-described lands for the purpose of building, maintaining and utilizing access roads and drilling, completing, repairing and producing or abandoning wells and related production facilities as well as laying a pipeline upon and across said lands for the purpose of transporting oil from producing wells to the tank battery owned by Grand Mesa Operating Company located in the Section 3-10S-55W, Lincoln County, Colorado. Said pipeline to be buried a minimum of three feet deep. Grantee shall pay Grantor an annual fee of [REDACTED] as and for said Right of Way Grant and Easement, the first payment due upon completion of the first road on Section 3-10S-55W, Lincoln County, Colorado, and annually thereafter on the anniversary date of said completion.

If the interest of Grantor in the above-described land is less than the entire and undivided fee simple estate therein, then any payments hereunder shall be paid to Grantor in proportion which Grantor's interest bears to the whole and undivided fee.

The rights herein granted may be assigned in whole or in part.

The terms, conditions and provisions of this grant shall extend to and be binding upon the successors and assigns of the parties hereto.

Should Grantee discontinue use of said Right of Way Grant and Easement, Grantee agrees to place of record, and provide Grantor a copy thereof, a Release of Right of Way Grant and Easement relinquishing rights to said Right of Way Grant and Easement and releasing all rights thereto.

IN WITNESS WHEREOF, the Grantor herein has hereunto set his hand this 13<sup>th</sup> day of September, 2012.

Stanley Martin  
STANLEY MARTIN

STATE OF COLORADO )  
COUNTY OF Douglas ) SS

13<sup>th</sup> Before me, the undersigned, a Notary Public, within and for said County and State on this day of Sept, 2012, personally appeared Stanley Martin, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and at the same time the affiant was by me duly sworn to the foregoing Right of Way Grant and Easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

MY APPOINTMENT EXPIRES:

11/16/2013

J. J. Martin  
Notary Public

