

E.W.

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INDEXED

EASEMENT

STATE OF COLORADO)
COUNTY OF Dolores)

KNOWN ALL MEN BY THESE PRESENTS: That for the sum of Ten, Dollars (\$ 10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned, herein called "GRANTOR" (whether one or more) hereby grants, sells and conveys to Shell Oil Company, a Delaware Corporation, herein called "GRANTEE", its successors or assigns, the easements described hereinbelow.

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove four pipe lines and appurtenances for the transportation of oil, petroleum gas, including carbon dioxide gas, the products of each of the same, water, glycol, other liquids and gases, and mixtures of any of the foregoing at any time or times on, in, over and through the land described below situated in Dolores County, Colorado.

East half of the Northeast Quarter, North half of the Northwest Quarter of the Northeast Quarter, the North half of the East half of the Northwest Quarter, the East half of the North half of the Southeast Quarter, all located in Section 17, Township 40 North, Range 17 West, N. M. P. M.

(2) The right to lay, construct, inspect, maintain, repair, renew, substitute, change the size of and remove additional lines of pipe at any time on, in, over and through the above described land along one or more routes to be selected by "GRANTEE" provided, that each additional line shall be laid subject to the same rights and conditions applicable to the original line or lines. Should a pipe line be laid under this grant, at any time after the original line or lines, an additional consideration of \$ 15.00 per rod shall be paid for each line so laid after the first line or lines.

(3) The right at any time and from time to time to construct, operate, maintain, change and remove electrical and communication lines (including automation cables) under the above described land.

(4) The rights of ingress and egress, to, from, in, over, across, and through said above described land for any and all purposes necessary and/or convenient to the exercise by GRANTEE of the rights and easements herein granted.

WHEN RECORDED RETURN TO
SHELL OIL COMPANY
LAND DEPARTMENT
P. O. BOX 991
HOUSTON, TEXAS 77001

TO HAVE AND TO HOLD the said rights, privileges and easements unto the said GRANTEE, its successors and assigns.

GRANTOR reserves the right to use the above premises except as such use may unreasonably interfere with the enjoyment of the rights, privileges and easements herein granted. Grantor covenants with GRANTEE that it is the owner of the above described lands and has the right and capacity to grant the rights of way and easements herein granted. The right of way herein granted shall be 50 feet wide with a temporary work space of 40 feet along said right of way, together with the right to use temporary work space adjacent to all roads, railroads, levees and waterways as needed during the exercise of any of the rights and easements herein granted.

Grantee, by acceptance hereof, agrees to bury the pipelines so they will not interfere with the ordinary cultivation of the land and also to pay damages to growing crops, fences, buildings and timber on the land caused by Grantee, but after the first pipelines have been laid, Grantee shall not be liable for damages caused by keeping the right of way clear of trees, undergrowth and other obstructions.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights, privileges and easements herein granted shall be assignable together or separately and in whole or in part.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 9th day of November, 19 81.

Walter H. Tycksen
WALTER H. TYCKSEN

X Audrey R. Tycksen
AUDREY R. TYCKSEN

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF _____)
)
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission Expires:

Notary Public in and for
said County and State

JOINT ACKNOWLEDGMENT
(Husband and wife)

STATE OF Colorado)
)
COUNTY OF Montezuma)

The foregoing instrument was acknowledged before me this 9th day of November, 19 81, by Walter H. Tycksen and Audrey R. Tycksen, husband and wife.

Witness my hand and official seal.

My Commission Expires:
5/6/84
2370 Security Life Bldg.
Denver, CO 80202

Charles A. Steer

Notary Public in and for
said County and State



ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____ of _____ a _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

My Commission Expires:

Notary Public in and for
said County and State