



590293 10/19/2001 02:17P B1295 P387 M ALSDORF
1 of 7 R 35.00 D 0.00 GARFIELD COUNTY CO

387

SURFACE AND SUBSURFACE USE AGREEMENT
FOR
STABILIZATION AND DRAINAGE STRUCTURES

STATE OF COLORADO)
; ss.
COUNTY OF GARFIELD)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Twin Buttes Lund Company, hereinafter referred to as Granter, for the consideration stated below, to the Granter in hand paid by Norhlwelit Pipeline Corporation (Northwest), P.O. Box 58900, Salt Lake City, Utah 84158-0900 hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto said Grantee, the right to access and use a parcel of land to construct and maintain "stabilization and drainage structures" as recommended in "Golder Associates' Geotechnical Evaluation of the Douglas Pass Slope stability Hazards and their Mitigation - Site 5", hereinafter referred to as "Site 5", on the property situated in Garfield County, State of Colorado described below:

<u>SECTION</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>B & M</u>
SW $\frac{1}{4}$	13	5SOUTH	102 WEST	6 ⁿ r

TO HAVE AND TO HOLD the above-described rights hereby granted unto the said Grantee, its successors and permitted assigns on the terms stated herein and, subject to the terms of this grant, such rights shall be covenants running with the land and be binding upon the Granter, its legal representatives and successors in title.

The terms are as follows:

1. Grantee is the holder of a right-of-way across property owned by Granter, said right-of-way being for a 26" main pipeline (the Ignacio to Sumas Mainline). Site 5 (Sta. 13004+48; M.P. 246.30) identifies a landslide immediately below the right-of-way. Granter grants to Grantee the right to enter upon the portion of Fee Lands described in "Exhibit A" attached hereto, for the purpose of stabilizing the slide area and the creek bed, subject to the conditions herein stated. Grantee agrees to restore the land as near as possible to its original natural condition. Restoration shall include final shaping and grading, reseeding and revegetation. The reseeding specifications are in "Exhibit B" attached hereto. Grantee will monitor and maintain this site for the term of this Agreement. In the event the stabilization structures fail, Grantee agrees to remove any foreign material scattered over the area.
2. As consideration for this Agreement and during the entire term of this Agreement, Grantee agrees to pay to Granter the following:
 - (a) For the calendar years 2001, 2002, 2003, 2004 and 2005, the sum of \$ for each calendar year.
 - (b) For the calendar years 2006, 2007, 2008, 2009 and 2010, the sum of \$ for each calendar year.
 - (c) Any disturbance to vegetation and land surface area other than that described in Exhibit "N" shall result in additional compensation to the Granter.

same as last



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3. Grantee may terminate this Agreement at any time with 30 day written notice to Grantor. In the event this Agreement is canceled or terminated for any reason whatsoever, Grantee agrees to restore the property as stated in Paragraph 1 and all payments made under the Terms hereof shall remain the property of Grantor.
4. Grantee agrees to eradicate noxious weeds and other undesirable plants annually within the work area.
5. Grantee, its employees and agents shall adhere to the stipulations set forth in "Exhibit C" attached hereto and incorporated by reference herein. Grantee shall be responsible for all persons authorized by Grantee to use such work space and shall be responsible for any damage occasioned by such use, whether damage occurs through the acts of Grantee, its agents, personnel or employees.
6. Grantee agrees to defend, indemnify and save Grantor harmless of and from any and all claims, liability, damages and demands of whatsoever kind, to person and property, arising from or in any way connected with the operations of Grantee, its employees, agents, personnel or other parties invited or permitted by Grantee on Grantor's property with or without the consent of Grantor hereunder,
7. It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant of agreement not expressed herein or in the exhibits hereto. Such parties represent that the party signing this Agreement on behalf of Grantee has all necessary power and authority to bind Grantee to the terms hereof.
8. If either party shall be required to commence legal proceedings against the other party to enforce the provisions of this Agreement, the party in default agrees to pay all costs of such proceedings, including a reasonable attorney fee. Colorado law controls the terms and conditions of this Agreement.
9. Any notice given hereunder may be given by mailing the same by registered or certified mail, return receipt requested, addressed to the parties at the following addresses:

Twin Buttes Land Co.
P.O. Box 323
Rangely, Colorado 81648

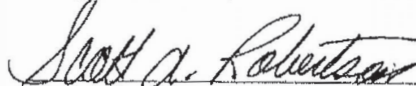
Northwest Pipeline Corporation
P.O. Box 58900
Salt Lake City, Utah 84158-0900

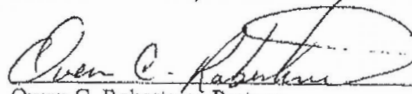
WITNESS THE EXECUTION HEREOF, this 13th day of Feb, 2001.

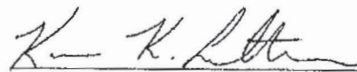
GRANTOR: TWIN BUTTES LAND COMPANY

Davie D. Robertson, Partner

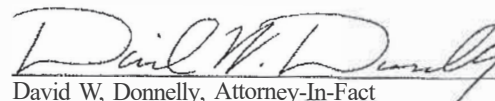

Cheryl D. Robertson, Partner


Scott A. Robertson, Partner


Owen C. Robertson, Partner


Karen K. Latham, Partner

GRANTEE: NORTHWEST PIPELINE CORPORATION


David W. Donnelly, Attorney-In-Fact

2/31/01
PAC

NWP Ref./15512110248

ACKNOWLEDGMENT

STATE OF COLORADO)
)
COUNTY OF El Paso)

On the 11th day of September, 2001, Davie D. Robertson, Cheryl D. Robertson, Scott A. Robertson, Owen C. Robertson and Karen K. Latham, personally appeared before me and being by me duly sworn, did say that they are Patiners in Twin Buttes Land Company and that the Agreement was signed on behalf of Twin Buttes Land Company and said Davie D. Robertson, Cheryl D. Robertson, Scott A. Robertson, Owen C. Robertson and Karen K. Latham acknowledged to me that they executed the same.

My Commission Expires:

Notary Public in and for the State of Colorado,
My Commission Expires: October 24, 2001
County, El Paso

ACKNOWLEDGMENT---ATTORNEY-IN-FACT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 12th day of September, 2001, David W. Donnelly, personally appeared before me and being by me duly sworn, did say that he is the Attorney-in-Fact of Northwest Pipeline Corporation, and that the Agreement was signed on behalf of Northwest Pipeline Corporation and said David W. Donnelly acknowledged to me that he as such Attorney-in-Fact executed the same.

My Commission Expires:

12-12-01

Notary Public in and for the State of Utah,
My Commission Expires: December 12, 2001
County, Salt Lake

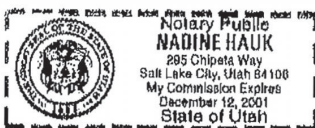
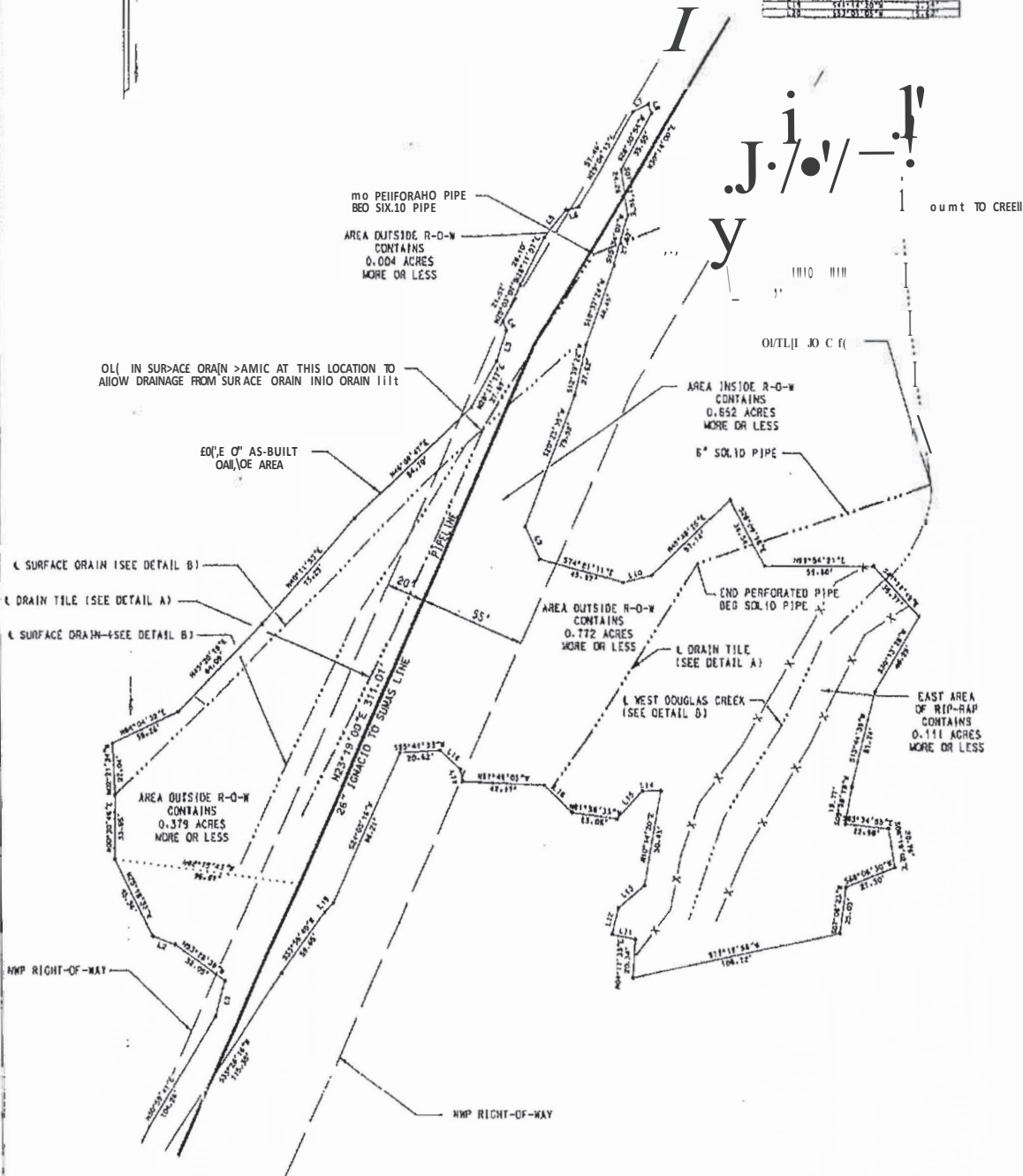


EXHIBIT "A"

LINE	FROM	TO	BEARING	DIST.
1	1	2	N 89° 54' 21" E	51.86'
2	2	3	S 77° 11' 55" W	106.12'
3	3	4	N 89° 54' 21" E	51.86'
4	4	5	S 77° 11' 55" W	106.12'
5	5	6	N 89° 54' 21" E	51.86'
6	6	7	S 77° 11' 55" W	106.12'
7	7	8	N 89° 54' 21" E	51.86'
8	8	9	S 77° 11' 55" W	106.12'
9	9	10	N 89° 54' 21" E	51.86'
10	10	11	S 77° 11' 55" W	106.12'
11	11	12	N 89° 54' 21" E	51.86'
12	12	13	S 77° 11' 55" W	106.12'
13	13	14	N 89° 54' 21" E	51.86'
14	14	15	S 77° 11' 55" W	106.12'
15	15	16	N 89° 54' 21" E	51.86'
16	16	17	S 77° 11' 55" W	106.12'
17	17	18	N 89° 54' 21" E	51.86'
18	18	19	S 77° 11' 55" W	106.12'
19	19	20	N 89° 54' 21" E	51.86'
20	20	21	S 77° 11' 55" W	106.12'
21	21	22	N 89° 54' 21" E	51.86'
22	22	23	S 77° 11' 55" W	106.12'
23	23	24	N 89° 54' 21" E	51.86'
24	24	25	S 77° 11' 55" W	106.12'
25	25	26	N 89° 54' 21" E	51.86'
26	26	27	S 77° 11' 55" W	106.12'
27	27	28	N 89° 54' 21" E	51.86'
28	28	29	S 77° 11' 55" W	106.12'
29	29	30	N 89° 54' 21" E	51.86'
30	30	31	S 77° 11' 55" W	106.12'
31	31	32	N 89° 54' 21" E	51.86'
32	32	33	S 77° 11' 55" W	106.12'
33	33	34	N 89° 54' 21" E	51.86'
34	34	35	S 77° 11' 55" W	106.12'
35	35	36	N 89° 54' 21" E	51.86'
36	36	37	S 77° 11' 55" W	106.12'
37	37	38	N 89° 54' 21" E	51.86'
38	38	39	S 77° 11' 55" W	106.12'
39	39	40	N 89° 54' 21" E	51.86'
40	40	41	S 77° 11' 55" W	106.12'
41	41	42	N 89° 54' 21" E	51.86'
42	42	43	S 77° 11' 55" W	106.12'
43	43	44	N 89° 54' 21" E	51.86'
44	44	45	S 77° 11' 55" W	106.12'
45	45	46	N 89° 54' 21" E	51.86'
46	46	47	S 77° 11' 55" W	106.12'
47	47	48	N 89° 54' 21" E	51.86'
48	48	49	S 77° 11' 55" W	106.12'
49	49	50	N 89° 54' 21" E	51.86'
50	50	51	S 77° 11' 55" W	106.12'
51	51	52	N 89° 54' 21" E	51.86'
52	52	53	S 77° 11' 55" W	106.12'
53	53	54	N 89° 54' 21" E	51.86'
54	54	55	S 77° 11' 55" W	106.12'
55	55	56	N 89° 54' 21" E	51.86'
56	56	57	S 77° 11' 55" W	106.12'
57	57	58	N 89° 54' 21" E	51.86'
58	58	59	S 77° 11' 55" W	106.12'
59	59	60	N 89° 54' 21" E	51.86'
60	60	61	S 77° 11' 55" W	106.12'
61	61	62	N 89° 54' 21" E	51.86'
62	62	63	S 77° 11' 55" W	106.12'
63	63	64	N 89° 54' 21" E	51.86'
64	64	65	S 77° 11' 55" W	106.12'
65	65	66	N 89° 54' 21" E	51.86'
66	66	67	S 77° 11' 55" W	106.12'
67	67	68	N 89° 54' 21" E	51.86'
68	68	69	S 77° 11' 55" W	106.12'
69	69	70	N 89° 54' 21" E	51.86'
70	70	71	S 77° 11' 55" W	106.12'
71	71	72	N 89° 54' 21" E	51.86'
72	72	73	S 77° 11' 55" W	106.12'
73	73	74	N 89° 54' 21" E	51.86'
74	74	75	S 77° 11' 55" W	106.12'
75	75	76	N 89° 54' 21" E	51.86'
76	76	77	S 77° 11' 55" W	106.12'
77	77	78	N 89° 54' 21" E	51.86'
78	78	79	S 77° 11' 55" W	106.12'
79	79	80	N 89° 54' 21" E	51.86'
80	80	81	S 77° 11' 55" W	106.12'
81	81	82	N 89° 54' 21" E	51.86'
82	82	83	S 77° 11' 55" W	106.12'
83	83	84	N 89° 54' 21" E	51.86'
84	84	85	S 77° 11' 55" W	106.12'
85	85	86	N 89° 54' 21" E	51.86'
86	86	87	S 77° 11' 55" W	106.12'
87	87	88	N 89° 54' 21" E	51.86'
88	88	89	S 77° 11' 55" W	106.12'
89	89	90	N 89° 54' 21" E	51.86'
90	90	91	S 77° 11' 55" W	106.12'
91	91	92	N 89° 54' 21" E	51.86'
92	92	93	S 77° 11' 55" W	106.12'
93	93	94	N 89° 54' 21" E	51.86'
94	94	95	S 77° 11' 55" W	106.12'
95	95	96	N 89° 54' 21" E	51.86'
96	96	97	S 77° 11' 55" W	106.12'
97	97	98	N 89° 54' 21" E	51.86'
98	98	99	S 77° 11' 55" W	106.12'
99	99	100	N 89° 54' 21" E	51.86'



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EXHIBIT"B"

SEEDING SPECIFICATIONS

<u>SEED TYPE</u>	<u>LBS. PLS/ACRE</u>
Beardless Wildryc (Shoshone)	2
Meadow Brome Grass (Lincoln)	3.4
Slender Wheat (San Louis)	2.2
/Thickspike Wheatgrass (Critana)	2.2
Western Wheatgrass (Arriba)	3.2

The above lb./acrc seeding rate is for drill seeding. Set drill depth to 1/4" to 1/2". If seed is hand-broadcast, double the above lb./acre seeding rate.

Seeding to be done between September 1and October 15.

EXHIBIT "C"

GRANTOR STIPULATIONS

1. Grantor must be notified 48 hours prior to any construction activity by Grantee.
2. Grantee will clean all construction equipment sufficiently to eliminate the potential deposit of noxious weeds or plants before the equipment enters Grantor's property.
3. Topsoil will be segregated as directed by Grantor and replaced upon completion of the project.
4. No work will occur outside the area identified without written approval of the Grantor.
5. No hunting, fishing or camping shall be permitted on Twin Buttes' property,
6. Grantee's personnel, its employees, agents, contractors and subcontractors shall not bring any dogs, horses or other animals onto Twin Buttes' property,
- j 7. No firearms shall be brought onto Twin Buttes' property.
8. All vehicular traffic shall be in a safe manner, No vehicles or equipment shall be parked on the road except when in use for the purposes expressed in the agreement of the parties.
9. All access to this site will be on the existing ranch road which exits Colorado #139 in the SE¹/₄ SW¹/₄, Sec. 13; Township 5 South; Range 102 West. Grantee, its employees, agents, contractors and subcontractors shall not drive or wander off the designated work area and are not permitted to use any other roads on Twin Buttes' property to access this site, except as otherwise designated in writing. Grantee shall compensate Grantor for crop damages when accessing site along its pipeline right-of-way where no road exists and such damage occurs.
10. Grantee, its employees, agents, contractors and subcontractors shall not throw trash, cans or bottles upon Twin Buttes' property. No trash or debris is to be burned on Grantor's property.
11. Grantee, its employees, agents, contractors and subcontractors shall not bring alcohol or drugs onto Twin Buttes' property in vehicles or otherwise,
12. All spills (oil, etc.) by Grantee regardless of size and any contaminated soil will be cleaned up by Grantee.