



Recorded at.....1145 o'clock.....A.....M.....MAY 10 1972

Reception **1288859**.....MARJORIE PAGE, Recorder

# RIGHT-OF-WAY AGREEMENT

BOOK 2017 PAGE 416

FOR AND IN CONSIDERATION OF THE SUM OF Eighteen Hundred Forty Two and 20/100  
Dollars (\$ 1,842.20 ), the receipt of which is hereby acknowledged Floyd J. Behrens

hereinafter called Grantor (whether one or more), hereby grants unto Amoco Production Company, a Delaware Corporation, its successors and assigns, hereinafter called Grantee, ~~the right to use, construct, maintain, inspect, operate, replace, change, remove~~ and in its capacity as Operator of the Peoria Gas Plant, a right-of-way to construct, maintain, inspect, operate, replace, change, or remove a pipeline or pipelines, and appurtenances thereto for the transportation of oil, gas, or other hydrocarbons or the products thereof.

in, on, over, or through the following described land of which Grantor warrants that Grantor is the owner in fee simple, situated in Arapahoe

State of Colorado \_\_\_\_\_ and hereinafter further described to-wit:  
Approximately 406 rods (6700') in Section 7 Township 5 South Range 61 West 6th PM;  
approximately 393.9 rods (6500') in Section 13 Township 5 South Range 61 West 6th PM;  
and approximately 121.2 rods (2000') in Section 8 Township 5 South, Range 60 West,  
 6th PM. Right-of-Way to be in accordance with sketch attached, entitled LATIGO  
GAS GATHERING LINE, which sketch is made a part hereof.

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted by this contract.

Grantor shall have the right to use and enjoy the above described premises, provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created or constructed, any obstruction, building, lake, engineering works, or other structure over or on the right-of-way herein granted.

The consideration paid by Grantee and received by Grantor includes full and final payment for any and all damages to the land, growing crops, pasturage, timber, fences, buildings, or other improvements of Grantor resulting from the exercise of the rights herein granted during initial construction and no other damages, rights or remedies shall be enforceable, collectible or available to Grantor and Grantor hereby accepts said consideration in full liquidated damages and relief and hereby releases Grantee of and from any and all such damages and waives the right to collect any further or additional damages in any way arising or resulting from the exercise of the rights herein granted during initial construction. Grantee does agree, however, to pay for actual damages to growing crops, pasturage, timber, fences, buildings or other improvements of Grantor resulting from the reconstruction, replacement or repair of such installation after its initial construction except Grantee shall not be liable for damages resulting from keeping the right-of-way clean of trees, undergrowth, and brush to the extent Grantee deems necessary in the exercise of the rights herein granted.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them. The terms, conditions, and provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns, and legal representatives. All rights herein granted may be released or assigned in whole or in part.

(TO BE USED WHEN THE LAND IS LOCATED IN TEXAS)

THE STATE OF ~~TEXAS~~

COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_,  
his wife, known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument and  
acknowledged to me that he executed same for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Texas

(TO BE USED WHEN THE LAND IS LOCATED IN LOUISIANA)

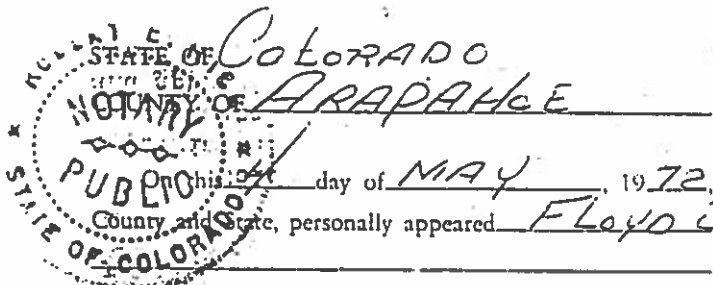
STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that  
he executed it as \_\_\_\_\_ free act and deed.

Notary Public in and for \_\_\_\_\_ Parish, Louisiana



On this \_\_\_\_\_ day of MAY, 19 72, before me the undersigned Notary Public in and for said  
County and State, personally appeared FLOYD J. BEHRENS and

his wife, known to me to be the person whose name \_\_\_\_\_  
subscribed to the foregoing instrument and acknowledged that HE  
executed the same as \_\_\_\_\_ free and voluntary act and deed for the purposes and consideration therein mentioned  
and set forth.

Witness my hand and official seal on this 4TH day of MAY 19 72

