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Agmt #/Barcode	State	County
<div data-bbox="94 751 217 777">15698.000</div> <div data-bbox="290 726 698 804">  </div>	<div data-bbox="1060 739 1221 764">COLORADO</div>	<div data-bbox="1294 739 1468 764">RIO BLANCO</div>

RIGHT OF WAY AGREEMENT

STATE OF COLORADO }  
COUNTY OF RIO BLANCO }

The undersigned (GRANTOR(S)), in exchange for [REDACTED] and other valuable consideration, the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to EL PASO PRODUCTION OIL & GAS COMPANY (EL PASO), a right of way and easement for the purpose of laying, constructing, maintaining, operating, repairing, replacing, inspecting, patrolling, protecting and removing pipe lines (with fittings, tie-overs, cathodic protection equipment, and all appurtenant appliances) for the transportation of oil, gas, or any other liquids or substances, along routes convenient for EL PASO operations, together with the right to install, maintain, operate, remove and replace communications fiber optic or other communication media, (Operations) under, over and across the following-described lands of GRANTOR(S):

Township 4 South, Range 102 West  
Section 25: NW¼

**\*\*See plat & Exhibit "A" attached hereto and by this reference made a part hereof\*\***

The right of way and easement (Right of Way) encompasses a continuous strip of land 60 feet in width during construction, which will be reduced to 30 feet in width on a permanent basis following construction, at all points on the property crossed by the above-described centerline, as depicted on the map attached hereto and made a part of hereof.

EL PASO shall bury the top of this pipe at least 36 inches below the surface of the ground except that at EL PASO'S option any such line may be placed above any stream, ravine, ditch or other watercourse. GRANTOR(S) shall notify EL PASO of any conditions which indicate that such installation depth has not been maintained, such as soil erosion, cultivation or other surface activities which alter the ground cover. EL PASO shall have the right, but not the obligation, to maintain the installation depths.

GRANTOR(S) reserve the right to farm, graze and otherwise fully use and enjoy the Land, however, GRANTOR(S) shall not 1) cultivate or disturb the surface of the Right of Way in a manner which creates unsafe conditions or is inconsistent with EL PASO'S Operations, 2) plant any trees or shrubs on the Right of Way, 3) build any permanent structures on the Right of Way, 4) impound any water on the Right of Way, or 5) build any temporary structures such as fences on the Right of Way without EL PASO'S written consent. GRANTOR(S) shall observe and follow the requirements of all protective zones and set-backs established by statute, ordinance, regulation, license, permit, agreement, or covenant.

EL PASO shall have the right to cut and keep clear trees, brush and other structures or obstructions that may injure, endanger or interfere with EL PASO Operations or the safety of persons or property. EL PASO shall have all privileges necessary or convenient for the full use of the rights granted herein, including without limitation the rights of ingress and egress to the Right of Way and over and across the Land and the right to take any action necessary for compliance with federal, state or local laws, regulations, ordinances, codes, permits, licenses, or for compliance with building covenants.

EL PASO shall also have the right to lay, construct, maintain, operate, repair, inspect, patrol, protect, replace or remove, in the same manner and with the same rights provided above, additional lines of pipe or cable, but for each additional line laid, EL PASO shall pay GRANTOR(S) [REDACTED] rod for right of way and damages.

The consideration paid for this Right of Way is acknowledged by GRANTOR(S) as full consideration for the Right of Way and also for damages to real property and growing crops caused by the installation of the initial pipeline. EL PASO agrees to pay for actual damages caused by any future Operations to the surface lands within the Right of Way and to crops, fences, or other property of temporary nature which are located on the Right of Way by GRANTOR(S) with EL PASO'S written consent or which are directly adjacent to the Right of Way. EL PASO shall not be responsible to pay for removal of or damages to any property, trees or timber GRANTOR(S) locates within or overhanging the Right of Way without EL PASO'S written consent.

EL PASO shall not be responsible for damages to persons or property caused by the negligence of GRANTOR(S) or any third party or any cause outside of EL PASO'S control. GRANTOR(S) shall indemnify EL PASO against any claims or damages resulting from GRANTOR(S)' negligence or from encroachment upon EL PASO'S Right of Way.

In no event will either party be responsible for incidental, consequential, special or punitive damages as a result of any action in connection with its performance or non-performance under this Right of Way Agreement.

EL PASO shall hold the Right of Way until abandonment by EL PASO, and GRANTOR(S) shall warrant and forever defend the Right of Way and all its rights granted herein against any person claiming any part thereof. This Right of Way Agreement may be assigned by EL PASO, in whole or in part, vesting in any other person, firm or corporation the ownership of one or more pipelines or an undivided interest therein and/or communication lines. All rights and obligations of EL PASO and GRANTOR(S) shall be granted to and bind the heirs, executors, administrators, successors and assigns of both EL PASO and GRANTOR(S).

This Right of Way Agreement contains the entire agreement between the parties and all modifications to this Agreement must be in writing.

EXECUTED this 03 day of October, 2001.

GRANTOR

By: James D. Steele  
James D. Steele

GRANTOR

By: Savannah J. Steele  
Savannah J. Steele

GRANTEE

El Paso Production Oil & Gas Company

By: [Signature]  
Title: Attorney-in-Fact

STATE OF COLORADO §  
§ ss.  
COUNTY OF RIO BLANCO §

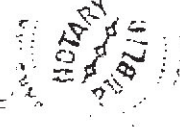


Before me, the undersigned, a notary public within and for said county and state, on this 3rd day of October, 2001 personally appeared James D. Steele known to me to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires:

8-17-2002

Barbara A. Winner  
Notary Public



STATE OF COLORADO §  
§ ss.  
COUNTY OF RIO BLANCO §

Before me, the undersigned, a notary public within and for said county and state, on this 3rd day of October, 2001 personally appeared Savannah J. Steele, known to me to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires:

8-17-2002

Barbara A. Winner  
Notary Public



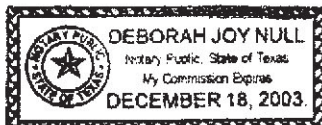
STATE OF TEXAS §  
§ ss.  
COUNTY OF EL PASO §

The foregoing instrument was acknowledged before me on this 17th day of May, 2001 by James D. Steele as Attorney-in-Fact of El Paso Production Oil & Gas Company and on behalf of said corporation.

WITNESS my hand and official seal.

Deborah Joy Null  
Notary Public

My commission expires:



S89°59'01"E - 2644.89' (Meas.)

Section Line

Brass Cap

1925 Brass Cap  
0.8' High, Bearing  
True 30' SLV

# AS-BUILT PIPELINE RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

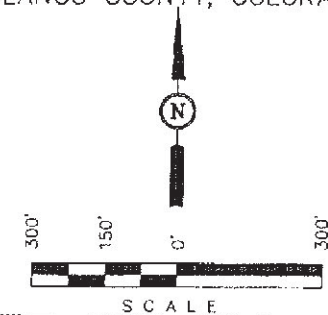
BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 25, T4S, R102W, 6th P.M. WHICH BEARS N50°25'47"E 1447.75' FROM THE WEST 1/4 CORNER OF SAID SECTION 25, THENCE N64°59'13"W 53.35'; THENCE N38°17'04"W 110.46' TO A POINT IN THE SW 1/4 NW 1/4 OF SECTION 25, WHICH BEARS N44°05'19"E 1436.12' FROM THE WEST 1/4 CORNER OF SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS THE WEST LINE OF THE NW 1/4 OF SECTION 25, T4S, R102W, 6th P.M. WHICH IS ASSUMED FROM G.L.O. INFORMATION TO BEAR N00°01'W. CONTAINS 0.113 ACRES MORE OR LESS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°59'13"W	53.35'
L2	N38°17'04"W	110.46'

## EL PASO PRODUCTION OIL & GAS COMPANY AS-BUILT PIPELINE RIGHT-OF-WAY ON FEE LANDS

(For FOUNDATION CREEK #7429)

LOCATED IN  
SECTION 25, T4S, R102W, 6th P.M.  
RIO BLANCO COUNTY, COLORADO



### CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR  
REGISTRATION NO. 17492-1  
STATE OF COLORADO

UNTAEH ENGINEERING & LAND SURVEYING  
85 SOUTH - 200 EAST • (435) 789-1017  
VERNAL, UTAH - 84078

SCALE 1" = 300'	DATE 08-23-01
PARTY J.F. P.J. D.R.B.	REFERENCES G.L.O. PLAT
WEATHER HOT	FILE 4 2 3 6 8

Sec. 25

▲ = SECTION CORNERS LOCATED.

END OF AS-BUILT  
PIPELINE RIGHT-OF-WAY  
STA. 1+63.81  
(At Existing Pipeline)

Centerline of As-Built  
Pipeline Right-of-Way

STEELE

NOTE:

BEGINNING STA. 0+00 BEARS N50°25'47"E 1447.75' FROM THE WEST 1/4 CORNER OF SECTION 25, T4S, R102W, 6th P.M.

ENDING STA. 1+63.81 BEARS N44°05'19"E 1436.12' FROM THE WEST 1/4 CORNER OF SECTION 25, T4S, R102W, 6th P.M.

W 1/4 Cor Sec 25  
1926 Brass Cap

N00°01'W - G.L.O. (Basis of Bearings)  
2534.59' - (Measured)

1/16 Section Line

1/16 Section Line

1/4 Section Line

272434

B-572

P-232

05/21/2002 02:33P PG 3

OF 4

EXHIBIT "A"



EXHIBIT "B"

Attached to and made a part of that certain Right-of-Way and Easement Agreement dated October 03  
2001, between James D. and Savannah J. Steele, as Grantor, and El Paso  
Production Oil & Gas Company, as Grantee.

1. No hunting or camping shall be permitted on Grantor's property.
2. Grantee shall not bring any dogs, horses, or other animals on Grantor's property, in vehicles or otherwise.
3. No firearms shall be brought upon Grantor's property in vehicles or otherwise.
4. Any vehicular traffic shall be in a safe manner. No vehicles or equipment shall be parked within the right-of-way or outside the right-of-way except when in use for the purposes expressed in the agreement of the parties.
5. Grantee, its agents, employees and personnel, shall not drive or wander off of the designated easement and are not permitted to use any roads or access on Grantor's property, except as otherwise designated in writing.
6. Grantee, its agents, personnel and employees, shall not throw trash, cans or bottles upon Grantor's property.
7. Grantee, its employees, agents and personnel, shall not bring upon the property of the Grantor any drugs or alcohol in vehicles or otherwise.
8. Grantee shall notify grantor prior to access to said property.