

PIPELINE RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That _____

hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby warrant and convey unto _____

a _____ corporation, having its _____ office at _____,

its successors and assign, hereinafter referred to as Grantee, the right to lay, construct, maintain, alter, inspect, repair, replace, change the size of, operate and remove a pipeline, not to exceed _____ inches in diameter, and any appurtenances listed herein to the operation or protection thereof, for the transportation of oil, gas, petroleum or any of its products, on, over, and through the following described real estate situated in _____ County, _____, to wit:

APPURTENANCES:

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, together with the right of ingress and egress to and from said premises, for the purpose aforesaid.

1. Said pipeline shall be located as shown by the attached plat, which is made a part hereof as though fully set forth herein. All above-ground appurtenances, if any, shall be placed at or adjacent to the property line of the above described real estate.
2. The easement herein granted shall be limited to _____ feet (_____) for construction, replacement and removal purposes, and to _____ feet (_____) in width for the permanent easement, with the pipeline located in the center thereof.
3. The pipeline shall be buried to a depth of not less than forty-eight inches (48") below the surface, except in rock, where a minimum cover of twenty-four inches (24") will be provided.
4. If the easement is abandoned, the pipeline may be removed at the expense of the Grantee within twelve months from the abandonment, and a release of the easement shall be filed of record by the Grantee. If not removed within such period, such line will be considered abandoned in place and become the property of Grantor.
5. Grantor shall have the right to use and enjoy the above-described premises, subject to the rights herein granted. No consent from the Grantee is necessary for Grantor to fence, place temporary structures, to excavate for irrigation ditches, or to level the land, in the proper enjoyment of the land for agricultural purposes.
6. Any pipeline ditch across irrigated land shall be water packed when back-filled, and the right-of-way leveled so as to allow irrigation water to cross the pipeline ditch in a normal manner. The water packing, backfilling and leveling shall be performed in a workmanlike manner by Grantee and to the satisfaction of Grantor.
7. Water used for water packing the pipeline and expenses incurred in connection therewith shall be paid by Grantee.
8. Grantee agrees to pay for damages to land, crops, grasses, fences, timber, livestock and for damages to the personal property caused in the construction, maintenance, replacement, repair or removal of the pipeline, such damages to be paid after the damage is done.
9. As a part of the consideration hereunder, in addition to the damages provided in Paragraph 8 above, Grantee agrees to pay Grantor for any deficiency in growing crops on irrigated land, if the construction of the pipeline causes delay or inability to properly irrigate said growing crops below the pipeline right-of-way. Such deficiency in growing crops, if any, shall be determined by comparison of the growing crops above and below the pipeline.
10. Grantee also agrees, that at the time excavation for the pipeline is made, Grantee shall cause the top soil to be separately placed from the subsoil and replaced on top of the backfill, so that the ground will be restored to its original condition as nearly as possible upon completion of construction.
11. Grantee, upon written application by Grantor, agrees to make, or cause to be made, a tap in any gas pipeline constructed by Grantee upon the above described premises. Such tap shall be for the purposes of supplying gas to Grantor for his own use only, and not for resale. Grantee shall make such tap and will install and maintain a meter and regulator at the point of connection with its pipeline, all at no cost to Grantor. All piping and connections downstream of Grantee's meter shall be furnished, installed and maintained by Grantor, at no cost to Grantee.
Said tap shall be provided at a point adjacent to an existing public road, or at other convenient point on its line as Grantee may determine. Gas to be taken under this provision shall be measured and furnished to Grantor at such rate, and upon such terms, as may be established by Grantee, or its assigns, from time to time. All of the foregoing shall be subject, however, to Grantee's right, without further obligation to Grantor, to discontinue or interrupt its use of any such line or to transport substances through the same which are not suitable for use by Grantor.
12. Grantee agrees to assume the responsibility for and the expense of lowering said pipeline when requested by Grantor when reasonably necessary for the use of Grantor in his agricultural operations, including but not specifically limited to the use of said land for irrigation purposes.
13. The rights herein granted may be assigned in whole or in part.
14. Grantee shall be obligated, at Grantee's expense, to reseed and establish native grass cover, if any, on the right-of-way and adjoining land used in the pipeline construction.
15. Grantee shall take all reasonable precautions to prevent and suppress fires, to prevent pollution of soil and water resources, and to control excessive soil erosion.

- 16. Grantee agrees to indemnify Grantor against all damages, expenses, costs and charges, and to save Grantor harmless from any and all claims for damages by third parties, and all loss and liability incurred by reason of Grantee's use and enjoyment of such right-of-way.
- 17. Grantee agrees that all payments due and payable hereunder shall be paid to _____, as agent on behalf of Grantor.
- 18. Grantor agrees to compact, backfill and maintain the pipeline ditch at original level.
- 19. (a) Grantee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation. Grantee further agrees to accept the leased premises in its "as is" condition. It is acknowledged that Grantee has been advised to inspect the property to determine that it is suitable for the purpose intended and to ascertain that no environmental hazards or toxins are now present.
- (b) Grantee shall indemnify and hold Grantor harmless from any claims, damages, actions or causes of action from any environmental damage or contamination caused or contributed to by Grantee subsequent to the commencement of this lease.
- 20. Further terms and conditions.

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

WITNESS OUR HANDS, this _____ day of _____, 20____.

GRANTOR

ACKNOWLEDGEMENTS

STATE OF _____

SS:

COUNTY OF _____

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, (marital status) _____, to me personally known to be the same person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

My commission expires:

 Notary Public

 Typed or printed name of Notary Public