312783 06/11/1 01:19P B: 542 P: 532
Gay Cappis, County Clerk, San Miguel County, CO

PAID: $6.00 312783

RIGHT-OF-WAY AND EASEMENT

35

Idarado Mining Co. of 5393 HWY 145 Spur, Telluride Co., GRANTOR, does hereby sell and convey to ROCKY MOUNTAIN NATURAL GAS DIVISION OF K N ENERGY, INC., a Kansas Corporation, GRANTEE, for the sum of One dollar and no cents ($ 1.00) Dollars, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, a right-of-way and easement Twenty feet (20) feet in width for the purposes of laying, constructing, maintaining, operating, repairing, altering, inspecting, replacing, removing, and/or changing the size of, one or more pipelines (with valves, meters, fittings, appliances, and related facilities) for the transportation of gas over, through, under and across the following described land situated in the County of San Miguel, State of Colorado, to-wit:

A Twenty (20) foot wide right-of-way and easement located in the N.W.1/4 of section 6, Township 42N, Range 8W. Approximately 480 feet in length.
The as built location of the pipeline will be the center-line of easement.

GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but without limiting the same, the free and full right of ingress and egress over and across said lands and other lands of the GRANTOR to and from said right-of-way and easement.

GRANTOR hereby warrants and agrees to defend the title to the above-described premises. GRANTOR shall have the use of such right-of-way and easement except for any use which conflicts with the purposes for which this right-of-way and easement is granted; provided, however, GRANTOR shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right-of-way and easement.

GRANTEE agrees to bury all pipelines so that they will not interfere with the cultivation of the land, and also to pay for any damage to fences, improvements, and growing crops which may arise from its operations hereunder, said damage, if not mutually agreed upon, to be ascertained by three disinterested persons, one to be appointed by the GRANTOR, one by GRANTEE, and the third by the two persons aforesaid, and the written award of said three persons, or any two of them, shall be final and conclusive.

This grant covers all of the agreements between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

This easement and right-of-way and all provisions hereof shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this Right-of-Way and Easement this 27 day of July, 1994.

ATTEST:

_____
Secretary

BY: _____
Vice President

STATE OF Colorado)
) ss
COUNTY OF San Miguel)

The foregoing instrument was acknowledged before me by Rick Rivera as President and _____ as Secretary of Vice Idarado Mining Company, a _____ corporation, this 27 day of July, 1994.

Witness my hand and notarial seal the date last aforesaid.

_____
Notary Public

My Commission Expires: