

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made this 12th day of August, 1950, by and between BRIGHT AND BROWN LATERAL DITCH AND IRRIGATION COMPANY, party of the first part, and COLORADO-WYOMING GAS COMPANY, A CORPORATION, organized and existing under and by virtue of the laws of the State of Delaware, party of the second part,

W I T N E S S E T H :

WHEREAS, Party of the second part is about to construct a branch pipeline from its mainline in Jefferson County, to the Town of Westminster in Adams County, Colorado, and

WHEREAS, the plans and specifications for said construction provide for this line to cross a certain ditch owned by the party of the first part, located in the Southeast quarter (SE $\frac{1}{4}$) of Section 35, Township 2 South, Range 69 West in Jefferson County, Colorado, and

WHEREAS, the party of the first part is willing to grant unto the party of the second part a right of way for the laying, construction and maintenance of said pipeline under said ditch,

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5) and other valuable considerations to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, the party of the first part does hereby grant unto said COLORADO-WYOMING GAS COMPANY, its successors and assigns, the use of right to lay, maintain, alter, repair, operate, remove and relay pipelines under any and all canals, ditches, laterals, rights of way, owned or claimed by the party of the first part intersected by said pipeline or lines in the Southeast quarter (SE $\frac{1}{4}$) of Section 35, Township 2 South, Range 69 West of the sixth (6th) P.M. in Jefferson County, Colorado.

In consideration of the conveyance of said right of way, the party of the second part agrees that said pipeline or lines shall be constructed at least twenty four inches (24") under the bottom of the ditch at point of crossing of each and every ditch crossed or intersected by said pipeline.

The party of the second part further agrees that if at any time any such ditch, lateral, canal or reservoir is altered or enlarged by the party of the first part, that in such event it will, with all due diligence, change and relay said pipe line, at its own expense, to comply with such plans and specifications as party of the first part may prescribe.

The party of the second part further agrees that it will at all times maintain said pipeline or lines and repair all leaks and damages at its own expense; and, further, that if by reason of any leak or damage to the pipeline, damage to the ditch, canal, or lateral is sustained, it will with all due diligence repair and replace such lateral, ditch or canal in the same condition as existed prior to such leak or break.

The party of the second part further agrees to indemnify and save harmless the party of the first part on account of any damages sustained by first party and from any and all claims for damages against first party arising by reason of the laying, operation or maintenance of said pipeline.

It is mutually understood and agreed by and between the parties hereto that this agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties to the agreement have caused their respective corporate names to be hereunto subscribed by the Presidents and attest by the Secretaries with the respective Corporate seals, the day and year first above written.

PARTY OF THE FIRST PART:

ATTEST:

Robert P. Owens
Secretary

BRIGHT AND BROWN LATERAL DITCH &
IRRIGATION COMPANY

By Louis A. Fisher
President

PARTY OF THE SECOND PART:

ATTEST:

[Signature]
Secretary

COLORADO-WYOMING GAS COMPANY

By [Signature]
President

524 Continental Oil Bldg
No 1621



COLORADO-WYOMING GAS COMPANY

524 CONTINENTAL OIL BUILDING

DENVER, COLORADO

August 16, 1950

Mr. R.P. Owens
Route 2, Box 256
Arvada, Colorado

Dear Mr. Owens:

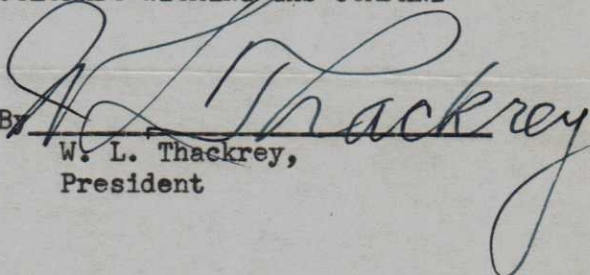
I am returning herewith your copy of the duly executed right of way agreement, covering the crossing of your ditch near Wadsworth, north of Arvada; together with a check in the amount of \$5, as stipulated near the center of the first page of the agreement.

Thank you very much for your fine cooperation in arranging so speedily for the execution of this agreement.

Very truly yours,

COLORADO-WYOMING GAS COMPANY

By


W. L. Thackrey,
President

WLT:mar

