

**PIPELINE EASEMENT**  
RECORDED JANUARY 29, 2004 BK 450 PG 229 NO 465947 AUDREY KOLTISKA, COUNTY CLERK

THIS INDENTURE, made this \_\_\_\_\_ day of December, A.D., 2003, by and between J. M. Huber Corporation, hereinafter called "COMPANY," its successors and assigns, and the following called "OWNER," namely:

Seven Brothers Ranches, Inc.  
1842 Sugarland Drive, Suite 103  
Sheridan, Wyoming 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement thirty (30) feet in width, being fifteen (15) feet left, and FIFTEEN (15) feet right of the center line as laid out and/or surveyed, or as finally installed on the hereinafter described lands, together with the right to construct, operate, maintain, repair, increase the capacity of, remove, and replace a gas pipeline or lines including necessary surface facilities as itemized through, over, under and across the following described real estate, situated in the County of Sheridan, State of Wyoming, namely:

Portions of Township 57 North, Range 83 West, 6<sup>th</sup> PM as described below:

Section 29: E $\frac{1}{2}$ W $\frac{1}{2}$ 2

Section 32: E $\frac{1}{2}$ W $\frac{1}{2}$ 4

Portions of Township 56 North, Range 83 West, 6<sup>th</sup> PM as described below:

Section 6: NE $\frac{1}{4}$

See plat attached hereto and made a part hereof for the actual location of pipeline

Construction activity for the installation of the line covered under this easement will require a temporary construction easement up to 75 feet in width depending on the terrain. At the completion of construction, easement will revert to 30 feet as specified. Compensation for this easement will be fifteen dollars (\$15) per lineal rod of pipeline as installed. Any use of additional OWNER's surface for construction in excess of the 75 foot planned construction easement will be compensated fifteen dollars (\$15) for each additional square rod of surface damaged outside the proposed construction easement. Construction activity will not include any use of OWNER's property for parking of office or temporary living quarters by COMPANY. No major maintenance work on construction equipment utilized during construction of the pipeline will be performed on OWNER's property other than that necessary to allow a piece of equipment to be moved off OWNER's property for work.

OWNER, its successors and assigns, may cross right-of-way and construct such facilities as water lines, roads, fences, and other improvements which will not unreasonably interfere with COMPANY's rights granted herein. OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with COMPANY'S rights hereunder.

OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, replacing, increasing the capacity of, repairing or removing said gas pipeline or lines and for the purpose of doing all necessary work in connection therewith. For other than emergency work, COMPANY will notify OWNER of the planned work prior to work beginning. All maintenance or repair work accomplished by the COMPANY subsequent to reseeded this easement which requires disturbing more than five rods of surface will require additional payment to OWNER at the rates shown above.

COMPANY hereby agrees that it will pay any and all damages that may result to crops, fences, buildings and improvements on said premises caused by constructing, maintaining, repairing, replacing, increasing the capacity of, operating or removing said pipeline or lines. All surface damage caused by construction activities will be reclaimed and sown with an owner approved seed mix as soon as practical after construction is complete, period not to exceed one year after construction and reclamation work is completed without OWNER's agreement. COMPANY will use existing roads where possible. Where additional roads need to be constructed for access, OWNER will have the right of approval as to placement and construction methods for roads.

Any damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select a third person. The award of these three persons shall be final and conclusive.

IN WITNESS WHEREOF, OWNER has executed these presents as of the day and year first above written.

Seven Brothers Ranches, Inc.

  
\_\_\_\_\_

CITY AND COUNTY OF SHERIDAN )  
STATE OF WYOMING ) §

On this 22<sup>ND</sup> day of December, 2003, before me personally appeared Michael C. Caskey known to me to be the Vice President of Seven Brothers Ranches, Inc. and that he executed the foregoing instrument and acknowledged to me that such corporation executed the same.

(THIS SPACE FOR RECORDING DATA ONLY)



Notary Public, SHERIDAN County, State of WYOMING



My commission Expires: 4-24-06

**EXHIBIT "A"**Re: Right of Way Agreement

SEVEN BROTHERS RANCHES, INC. to J.M. HUBER CORP.

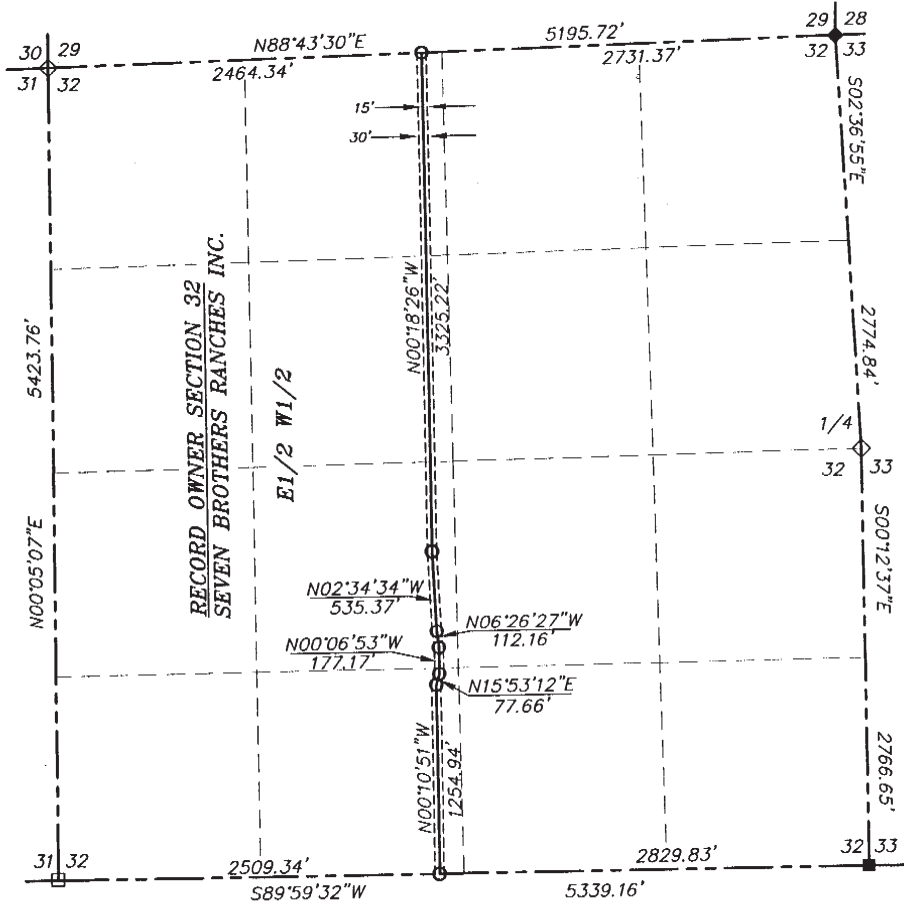
A thirty (30) foot wide Right of Way Agreement lying Fifteen (15) feet each side of centerline situated in the E1/2 W1/2 of Section 32, Township 57 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; as shown on **Exhibit "B"** attached hereto and by this reference made a part hereof, said centerline being more particularly described as follows:

Commencing at the southeast corner of said Section 32; thence S89°59'32"W, 2829.83 feet to the **POINT OF BEGINNING**, said point lying on the south line of said Section 32, thence N00°10'51"W, 1254.94 feet along said centerline to a point, thence N15°53'12"E, 77.66 feet along said centerline to a point, thence N00°06'53"W, 177.17 feet along said centerline to a point, thence N06°26'27"W, 112.16 feet along said centerline to a point, thence N02°34'34"W, 535.37 feet along said centerline, thence N00°18'26"W, 3325.22 feet to the **POINT OF TERMINUS**, said point lying on the north line of said Section 32, and being S88°43'30"W, 2731.37 feet from the northeast corner of said Section 32.

**TOTAL LENGTH**=332.27 rods more or less.

Bearings are grid: Grid north=Geodetic north at Longitude 106°51'17.337"W(NAD83).

# EXHIBIT "B"



## LEGEND

○	PI, POB, POE CENTERLINE EASEMENT
●	PLASTIC CAP PER LS 2090
◆	PLASTIC CAP PER PLS 520
◇	FENCE CORNER
□	CALCULATED
---	SECTION LINE
---	INTERIOR SECTION LINE
---	CENTERLINE/ROW OF PROPOSED BURIED GAS AND WATER LINE
---	PROPOSED 30' RIGHT OF WAY EASEMENT.

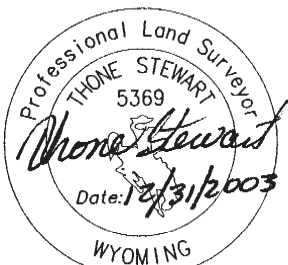
TOTAL LENGTH=±332.27 RODS

BEARINGS ARE GRID: GRID NORTH=GEODETIC NORTH  
AT LONGITUDE 106°51'17.337"W(NAD83)

## SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss  
COUNTY OF SHERIDAN

I, THONE STEWART, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING,  
DO HEREBY STATE THAT THIS PLAT, BASED ON MY KNOWLEDGE AND INFORMATION,  
IS A VALID REPRESENTATION OF A FIELD SURVEY FOR THE ABOVE RIGHT OF WAY AGREEMENT.



## EXHIBIT "B"

FOR

## RIGHT OF WAY AGREEMENT

RE: SEVEN BROTHERS RANCHES INC. TO J.M. HUBER CORP.  
LOCATION: E1/2 W1/2 SECTION 32, T57N, R83W,  
6TH P.M., SHERIDAN COUNTY, WYOMING



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JN: 99002  
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DECEMBER, 2003