

PIPELINE EASEMENT

RECORDED APRIL 18, 2000 BK 414 PG 66 NO 344203 AUDREY KOLTISKA, COUNTY CLERK
STATE OF WYOMING AFE # 99-035-230
COUNTY OF Sheridan TRACT # SH3-557631.32-19

For and in consideration of Ten and more (\$10.00) in hand, paid, and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby grant, bargain, sell, convey and warrant to CMS GAS GATHERING, L.L.C., 1437 S. Boulder, Suite 1250, Tulsa, OK 74119, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement ("here in the "Easement") along a route, the location of which has been agreed to by the parties (the location of the initial pipeline, as constructed, to evidence such agreed route), to construct, maintain, survey, operate, repair, alter, replace and remove one or more pipelines and appurtenant facilities which include above and below ground valves, cathodic protection equipment and markers (collectively the "pipeline(s)"), across, under and upon the lands of GRANTOR in the County of Sheridan, State of Wyoming, to wit:

Township 55 North Range 76 West 6th P.M.
Section 31: S1/2S1/2
Section 32: S1/2

All lying North of the North right-of-way line of U.S. Highway Nos. 14 and 16.

Notwithstanding anything to the contrary herein this Pipeline Easement is further subject to an Addendum page of even date.

The Easement shall be more specifically identified as a strip of land more fully described on a pipeline location and dimensional survey map, which shall be attached hereto as Exhibit "A" and by this reference made a part hereof. The Exhibit "A" may be supplemented by Grantee filing an actual "as-built" survey map, but in no event shall the location of the pipeline materially change from the location shown on the attached Exhibit "A" without the written consent of the Grantor. Any and all mineral rights and surface uses are retained by the Grantors in the Easement location.

Subject to the terms of the Addendum, the GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and under growth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline.

GRANTOR shall not place any obstruction across, under or upon the surface of the right-of-way which could interfere with the construction or the normal operation and maintenance of the pipeline. GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the right-of-way, nor change the contour thereof, without the prior written consent of GRANTEE. The Easement shall be seventy-five feet (75') in width during initial construction and after initial construction, the Easement shall revert to fifty feet (50') in width, being twenty-five feet (25.0') on each side of the centerline and in addition, the right to use additional work space along the right-of-way area at the crossing of roads, railroads, streams, terraces and uneven terrain. Notwithstanding the foregoing dimensional limitations, for additional working space during construction and removal of the pipeline, Grantee shall compensate Grantor at the rate(s) and under the conditions stated in the addendum for any damage outside the construction or permanent Easement, as the case may be, as a direct result of the Grantee's activities, excluding any agreed upon temporary use areas. Any such additional space shall constitute the construction boundaries of the Easement. The GRANTEE shall have the right to assign this Pipeline Easement in whole or in part.

GRANTOR acknowledges receipt of payment, and hereby irrevocably waives any additional claims to compensation, for surface damages occasioned by construction of the initial pipeline along the agreed route. GRANTOR agrees that upon construction of any additional pipelines along the agreed route (or for removal of any such pipelines) GRANTOR shall be compensated at a rate not in excess of that paid by GRANTEE hereunder for construction of the initial pipeline. GRANTEE agrees to bury all pipe below normal plow depth. GRANTEE shall pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement which are caused by the construction, maintenance, operation, repairing, alteration, replacement or removal of said pipeline(s) and appurtenant facilities.

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Furthermore, GRANTEE shall compensate GRANTOR for damages, which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

GRANTOR represents and warrants that he is the owner of the lands described above subject only to outstanding mortgages and rights-of-way, if any, now of record in said county; and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Exhibit "A" lands and thereupon be subrogated to such lien and rights incident thereto.

Unless otherwise contained on the Addendum attached hereto, it is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Pipeline Easement. This Pipeline Easement may be modified or amended only by a writing signed by each of the parties hereto, or their successors or assigns. All provisions of this Pipeline Easement, including the benefits and burdens, are appurtenant to and run with the land. The right-of-way burdens the property of the GRANTOR on which the right-of-way is located and is binding upon and inures to the benefit of the successors and assigns of each of the parties hereto. This Pipeline Easement is not intended to and does not constitute a dedication for public use. GRANTEE may record this Pipeline Easement at any time after it is executed by GRANTOR.

NEITHER GRANTOR NOR GRANTEE SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT OR IN CONTRACT, OR UNDER ANY LEGAL THEORY, AND ALL SUCH DAMAGES ARE HEREBY EXCLUDED FROM THIS PIPELINE EASEMENT AND WAIVED BY THE PARTIES.

This Pipeline Easement shall be governed by Wyoming law. All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To the GRANTEE:
CMS Gas Gathering, L.L.C.
1437 S. Boulder, Suite 1250
Tulsa, OK 74119

To the GRANTORS: Don C. and Betty Ann Malli H&W
P.O. Box 166
Arvada, WY. 82831

Either party, by notice given as provided above, may change the address to which future notices should be sent.

This Easement grant may be executed in multiple counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

IN TESTIMONY WHEREOF, the GRANTOR (S) herein have executed this conveyance this

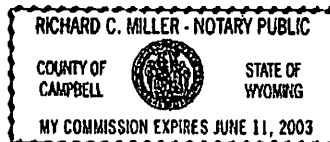
22 day of June, 1999.

GRANTOR/LANDOWNER'S SIGNATURE(S)

Don C. Malli
Don C. Malli

Betty Ann Malli
Betty Ann Malli

STATE OF Wyoming)
COUNTY OF Shoshone) ss



The foregoing instrument was acknowledged before me this 22 day of June, 1999 by
Don C. Malli and Betty Ann Malli

Witness my hand and official seal.

Richard C. Miller Notary Public

My commission expires: 6/11/2003

C:\My Documents\Forms\lntm\lndv.doc revised 6-8-99