

**PIPELINE EASEMENT**

**STATE OF WYOMING  
COUNTY OF SHERIDAN**

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 **BIGHORN GAS GATHERING, L.L.C.**, 1437 S. Boulder, Suite 1250, Tulsa, OK 74119, it's 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 replace, remove and alter one pipeline and appurtenant facilities, which include above and below ground valves, cathodic protection equipment, pigging stations meter stations, check stations and markers (collectively the "pipeline"), across, under and upon the lands of GRANTOR in the County of Sheridan, State of Wyoming to wit:

TOWNSHIP 55 NORTH RANGE 76 WEST 6<sup>TH</sup> P.M.  
Section: 32 SESE

The Easement shall be more specifically identified as a strip of land more fully described on a pipeline location and dimensional survey map, which is attached hereto as Exhibit "A" and by this reference made a part hereof. The Exhibit "A" may be supplemented by GRANTEE filing an actual "asbuilt" survey map, but in no event shall the location of the pipeline materially change from the location shown on the attached Exhibit "A" with out the written consent of the GRANTOR.

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, 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 built or construct, any building or other improvement over or across the Easement, nor change the contour thereof, without the prior 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') on each side of the center line and, in addition, shall include the right to use additional work space at the crossing of roads, railroads, streams, terraces, uneven terrain, and other areas reasonably deemed necessary by GRANTEE. For any such additional working space, GRANTEE shall compensate GRANTOR at the rate of \$250.00 per acre for any damage occurring as a result of GRANTEE'S activities outside the construction or permanent Easement, as the case may be. Any such additional space shall constitute the construction boundaries of the Easement.

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. 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 and appurtenant facilities or surface damages in connection with removal of the pipeline. GRANTOR will be compensated for surface damages at a rate of that paid for surface damages in connection with construction of the

initial pipeline as adjusted by the CPI-W. CPI-W shall mean Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the United States Department of Labor, Bureau of Labor Statistics, the adjustment shall be calculated by multiplying the rates paid for surface damages during initial construction by the ratio of: (1) the CPI-W for the month in which the pipeline is removed; or (2) the CPI-W for the month in which this pipeline easement is delivered by GRANTOR.

Furthermore, GRANTEE shall compensate GRANTOR for damages at a rate of \$250.00 per acre, which may be occasioned upon said easement during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said lands, except as same may be necessary for the purposes herein granted to said GRANTEE.

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 Easement burdens the property of the GRANTOR on which the Easement 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.

Upon notification to GRANTOR, the GRANTEE shall have the right to assign this Pipeline Easement in whole or in part. 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 GRANTEE:**  
Bighorn Gas Gathering, LLC  
CMS Field Services Inc. as manager  
Suite 1250  
Tulsa, OK 74119

**To GRANTOR:**  
Don C. and Betty Ann Malli  
P.O. Box 66  
Arvada Wyoming, 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 23rd day of Feb., 2001.

**GRANTOR/LANDOWNER'S SIGNATURE:**

Don C. and Betty Ann Malli

By:

Don C. Malli

By:

Betty Ann Malli

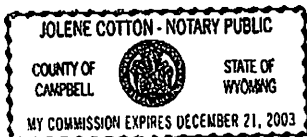
STATE OF WYOMING )

) .ss

COUNTY OF SHERIDAN )

The foregoing instrument was acknowledge before me this 23rd day of Feb., 2001 by Don C. Malli & Betty Ann Malli its

Witness my hand and official seal.



Jolene Cotton  
Notary Public

**GRANTEE:**

Bighorn Gas Gathering, LLC

CMS Field Services Inc. as Manager

By:

Robert W. Shain

STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing Pipeline Easement was acknowledged before me by Robert Shain of CMS Field Services Inc., it's Vice President before me this 23rd day of April, 2001.

Witness my hand and Official seal.

Anna M. Weinschenk  
Notary Public

