

**PIPELINE EASEMENT**

RECORDED FEBRUARY 11, 2003 BK 441 PG 1 NO 431931 AUDREY KOLTISKA, COUNTY CLERK

**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, 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  
Section 32: S1/2

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.

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, 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, shall include the right to use additional work space 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 Wages 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: (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 the 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 the GRANTEE:  
Bighorn Gas Gathering, L.L.C.  
CMS Field Services, Inc., as Manager  
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 28<sup>th</sup> day of January, 2003.

GRANTOR/LANDOWNER'S SIGNATURE(S)

[Signature]

Don C. Malli

[Signature]

Betty Ann Malli

STATE OF WYOMING )

) ss

COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2003 by Don C. Malli & Betty Ann Malli

Witness my hand and official seal  
COUNTY OF CAMPBELL STATE OF WYOMING  
MY COMMISSION EXPIRES IN DECEMBER 21, 2003

[Signature]  
Notary Public

GRANTEE:

Bighorn Gas Gathering, L.L.C.  
CMS Field Services, Inc., as Manager

By: [Signature]  
Micheal Hicks, Director of Engineering & Operations

STATE OF OKLAHOMA )

) ss

COUNTY OF TULSA )

The foregoing Pipeline Easement was acknowledged before me by Micheal Hicks of CMS Field Services, Inc., its Director of Engineering & Operations before me this 5<sup>th</sup> day of February, 2003.

Witness my hand and official seal.

[Signature]  
Notary Public  
Commission # 01017113  
Commission exp. 10/11/05

DESCRIPTION  
OF  
PIPELINE EASEMENT  
DON C. AND BETTY ANN MALLI

Description of the centerline of a 75 foot wide easement being 35.5 feet wide on each side of said centerline laying in the SW 1/4 SE 1/4 of Section 32, Township 55 North, Range 76 West of the Sixth Principal Meridian, Sheridan County, Wyoming being more particularly described as follows;

Commencing at a point which lays N 81°11'07" W a distance of 2781.21 feet from the SE corner of said Section 32, T55N, R76W being the point of beginning;

Thence N 04°50'13" W a distance of 713.85 feet to the point of termination which lays N 67°57'05" W a distance of 3030.16 feet from the SE corner of said Section 32, T55N, R76W.

Said easement is 43.264 rods long and contains 1.299 acres more or less.



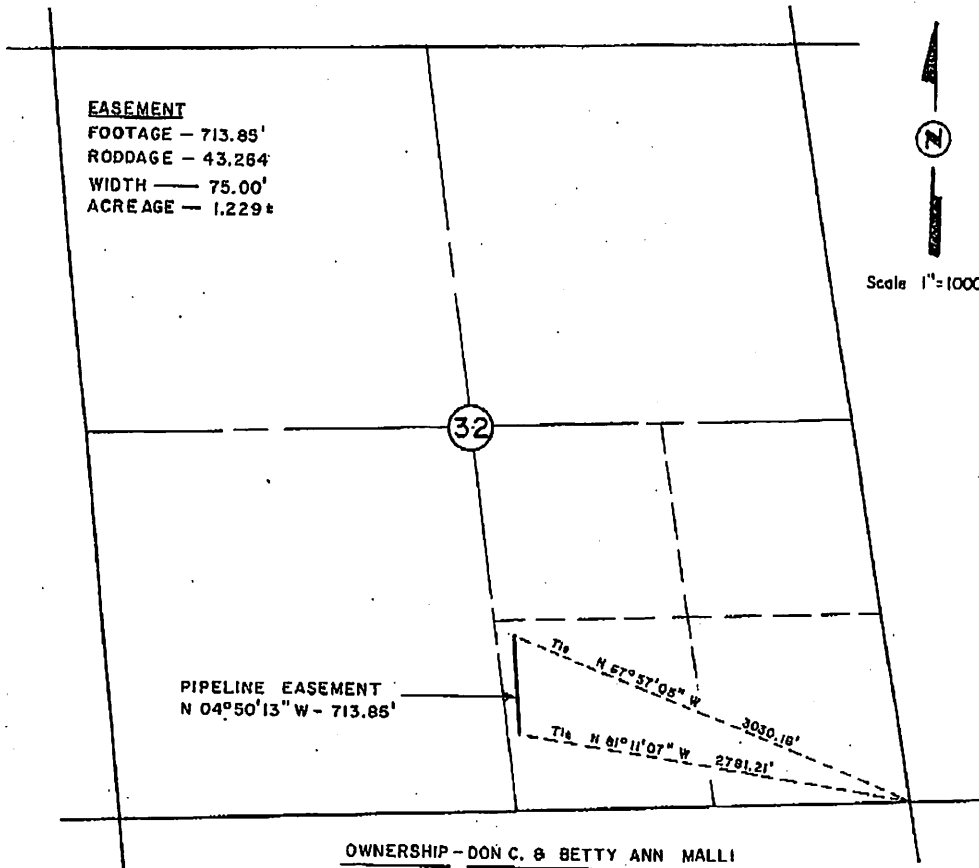
# CERTIFICATE OF SURVEY

## PIPELINE EASEMENT

Located in SW 1/4 SE 1/4, Section 32  
T 55 N, R 76 W, 6th.P.M.  
Sheridan County, Wyoming

HIGH PLAINS

of Wyoming  
22 Fourth Avenue, Box 7  
Newcastle, Wyoming 82701  
307/746-275



### CERTIFICATION OF SURVEYOR

STATE OF WYOMING )  
COUNTY OF WESTON ) : ss

I, Darrel L. Schlup of Newcastle, Wyoming  
being a duly Registered Land Surveyor by the State of Wy-  
oming, do hereby certify that on January 31, 2003, a  
survey was made under my supervision and that the plat is  
representative of the work performed.



Job # 030108.00

Darrel L. Schlup  
Wyoming Registered L. S. No.

DATE February 5, 2003