

## PIPELINE EASEMENT

STATE OF WYOMING  
COUNTY OF SHERIDAN

AFE # \_\_\_\_\_  
TRACT # \_\_\_\_\_

For and in consideration of \$10.00 and more 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., 116 Inverness Drive East, Suite 280 Englewood, CO 80112, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement ("right-of-way") 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, add, replace or remove one (1) mutually agreed to pipeline and appurtenant facilities including without limitation, below ground valves, cathodic protection equipment and markers (placed in fence lines) across, under and upon the lands of GRANTOR in the County of Sheridan, State of Wyoming, to wit:

Township 57 North, Range 77 West  
Section 14: SE¼SE¼

This Agreement is contingent on construction being nearly completed before February 1, 2012. Right Of Way payment shall be made 30 days before work is to begin. No construction work will occur during hunting season which is September 20 through October 15.

Notwithstanding anything to the contrary herein this Pipeline Easement is further subject to an Addendum page of even date, which is incorporated by reference. If any of the terms of this Pipeline Easement conflict with the Addendum, the terms and conditions of the Addendum shall govern and control.

The Easement and right of way 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 with the 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 GRANTOR in the easement location.

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 right-of-way and easement, the right to use all necessary 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.

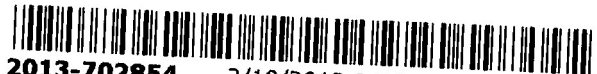
GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the right-of-way, nor change the contour thereof, without the prior written consent of GRANTEE. Fences and roads across the right of way are permissible. The Easement and right of way shall be fifty feet (50') in width during initial construction and after initial construction, the easement and right of way shall revert to twenty-five feet (25') in width, being twelve and a half feet (12.5') 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 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 and right of way. The GRANTEE shall have the right to assign this Pipeline Easement in whole or in part only after obtaining permission from GRANTOR.

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2013-702854 2/19/2013 9:20 AM PAGE: 1 OF 5  
BOOK: 539 PAGE: 100 FEES: \$20.00 VL EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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Permission will not be unreasonably withheld.

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 equal to that paid by GRANTEE hereunder for construction of the initial pipeline. GRANTEE agrees to bury all pipes so that the top of the pipe is at least 42 inches below the surface of the ground. GRANTEE shall pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by the construction, maintenance, operation, repairing, alteration, replacement or removal of said pipeline and appurtenant facilities.

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 that it 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 lands and thereupon be subrogated to such lien and rights incident thereto. GRANTOR is not responsible for factors not of his knowledge such as pipelines which are not recorded in the courthouse.

Unless otherwise stated herein or contained in 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 Agreement. 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. Upon termination, GRANTEE, its successors or assigns shall file a release of its rights under this agreement in the office of the County Clerk of Sheridan County, Wyoming.

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:

This pipeline easement shall remain in effect for a period of twelve (12) years or for two years after the line no longer moves any marketable gas whichever occurs earliest.

To the GRANTEE:  
Big Horn Gas Gathering, L.L.C.  
116 Inverness Drive East, Suite 280  
Englewood, CO 80112

To the GRANTOR:  
Schauer Enterprises, LLC  
83 Turnberry  
Sheridan, WY 82801

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

This right-of-way Grant may be executed in multiple counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

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IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this 8<sup>th</sup>  
day of August, 2011.

**GRANTOR/LANDOWNER'S SIGNATURE**

**Bighorn Gas Gathering, L.L.C.**

Terry Herauf

By: Terry Herauf  
Its: General Manager

**Schauer Enterprises, LLC**

Michael D. Schauer

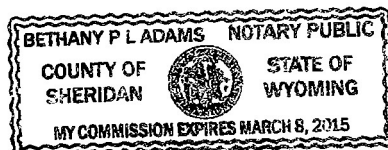
By: Michael D. Schauer  
Its: Operating Manager

STATE OF WYOMING )  
 )  
COUNTY OF SHERIDAN ) SS.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2011 by  
Michael D. Schauer, Operating Manager for Schauer Enterprises, LLC.

Witness my hand and official seal.

Bethany P. L. Adams  
Notary Public



My commission expires: 03/08/2015

STATE OF WYOMING )  
 )  
COUNTY OF SHERIDAN ) SS.

The foregoing Pipeline Easement was acknowledged before me this 9<sup>TH</sup> day of AUGUST, 2011, by  
Terry Herauf, The General Manager of Bighorn Gas Gathering, LLC, who executed said instrument on behalf  
of the corporation for the purposes therein stated.

Witness my hand and official seal

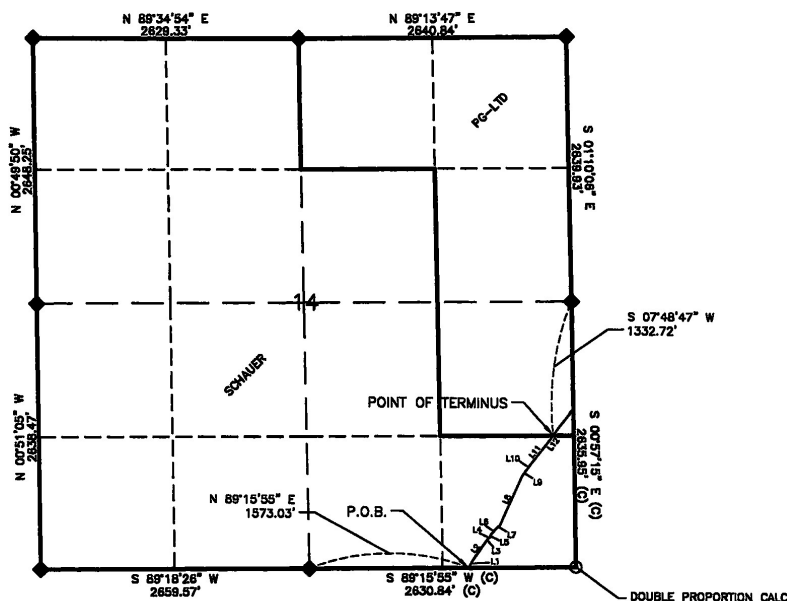
Tonya E. Jordan  
Notary Public



My Commission expires 12-22-2013

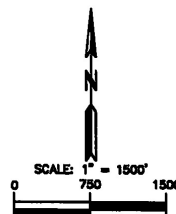


EXHIBIT PLAT  
SEC. 14, T.57N., R.77W., 6TH P.M. SHERIDAN COUNTY, WYOMING



LEGEND:

- ◆ = GLO(BLM) Brass Cap Monument (Found)
- = Calculated Corner from Record



DESCRIPTION:

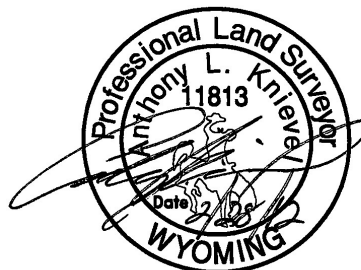
An easement being located entirely within the SE1/4SE1/4 of Section 14, T.57N., R.77W., 6th P.M., Sheridan County, Wyoming, said easement being fifty feet (50') in width, twenty five feet (25') each side of the following described centerline:

Commencing at the South Quarter Corner of said Section 14, said corner monumented by a GLO Cap, thence N 89°15'55"E, a distance of 1,573.03 feet to the TRUE POINT OF BEGINNING;

Thence along centerline N 28°22'42"E, a distance of 84.44 feet to a point;  
Thence N 33° 57' 30" E, a distance of 228.06 feet to a point;  
Thence N 38° 24' 19" E, a distance of 35.48 feet to a point;  
Thence N 54° 02' 55" E, a distance of 18.94 feet to a point;  
Thence N 22° 52' 28" E, a distance of 27.36 feet to a point;  
Thence N 39° 50' 57" E, a distance of 88.82 feet to a point;  
Thence N 51° 45' 07" E, a distance of 41.11 feet to a point;  
Thence N 23° 53' 02" E, a distance of 538.67 feet to a point;  
Thence N 33° 42' 38" E, a distance of 79.22 feet to a point;  
Thence N 36° 14' 13" E, a distance of 64.73 feet to a point;  
Thence N 37° 58' 25" E, a distance of 259.69 feet to a point;  
Thence N 36°20'03" E, a distance of 113.43 feet to the Point of Terminus, from which the East Quarter Corner of said Section 14 bears N 07°48'47" E, a distance of 1,332.72 feet.

Said centerline length being 1,581 feet in length.  
Containing 1.81 acres, more or less.

CERTIFICATE OF SURVEYOR:  
I, ANTHONY L. KNieVEL, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID MAP CORRECTLY SHOWS THE FACTS FOUND AT THE TIME OF THE SURVEY MADE UNDER MY RESPONSIBLE CHARGE.



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COPANO ENERGY, LLC  
BIGHORN GAS  
6766 S. U.S. HWY 14-16  
ARVADA, WYOMING 82531  
(307) 738-2313

SHAUER PROPERTY  
SECTION 14, T. 57 N., R. 77 W.  
SHERIDAN COUNTY, WYOMING

DATE: 02-28-12	DESIGNED BY: KTY
SCALE: 1" = 1500'	DRAWN BY: KTY/PK
CNTR. INTVL: N/A	APPROVED BY: ALK
FILE: 2011-247_VPRML\MAF\CO\CO_P\PLAT_1\PLAT_1.dwg	WYOMING

LINE TABLE  
 SEC. 14, T.57N., R.77W., 6TH P.M. SHERIDAN COUNTY, WYOMING

R.O.W Centerline Along Easement				
Line #	Length	Direction	Start Point	End Point
L1	88.44	N28°27'47"E	(1632197.51,1938620.17)	(1632238.23,1938695.28)
L2	228.06	N33°57'30"E	(1632238.23,1938695.28)	(1632365.62,1938884.45)
L3	35.48	N38°24'19"E	(1632365.62,1938884.45)	(1632387.67,1938912.25)
L4	18.94	N54°02'55"E	(1632387.67,1938912.25)	(1632403.00,1938923.37)
L5	27.36	N22°52'28"E	(1632403.00,1938923.37)	(1632413.64,1938948.58)
L6	88.82	N39°50'57"E	(1632413.64,1938948.58)	(1632470.55,1939016.78)
L7	41.11	N51°45'07"E	(1632470.55,1939016.78)	(1632502.84,1939042.23)
L8	538.67	N23°53'02"E	(1632502.84,1939042.23)	(1632720.94,1939534.77)
L9	79.22	N33°42'38"E	(1632720.94,1939534.77)	(1632764.91,1939600.67)
L10	64.73	N36°14'13"E	(1632764.91,1939600.67)	(1632803.17,1939652.88)
L11	259.69	N37°58'25"E	(1632803.17,1939652.88)	(1632962.95,1939857.59)
L12	113.43	N36°20'03"E	(1632962.95,1939857.59)	(1633030.16,1939948.97)

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**NO. 2013-702854 EASEMENT**  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
 BIGHORN GAS GATHERING LLC 5762 US HWY 14-16  
 ARVADA WY 82831

**COPANO ENERGY, LLC**  
**BIGHORN GAS**  
 5762 E. U.S. HWY 14-16  
 ARVADA, WYOMING 82831  
 (307) 736-2213

**SHAUER PROPERTY**  
**SECTION 14, T. 57 N., R. 77 W.**  
**SHERIDAN COUNTY, WYOMING**

DATE: 08-28-18	DESIGNED BY: EY
SCALE: 1" = 1000'	DRAWN BY: KTL/PK
CNTR INTRVL: N/A	APPROVED BY: ALK
FILE: 2013-047_VY0001\MAPS\COPANO_PLATE_WY03-SF_GRID.DWG	

BASIS OF BEARING: LOCAL GRID OBSERVATION BASED ON WYOMING EAST CENTRAL '83 ZONE