482419 EASEMENT BOOK 455 PAGE 0185 RECORDED 07/27/2004 AT 09:35 AM AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

## EASEMENT

STATE OF WYOMING COUNTY OF Johnson & Sheridan

TRACT	NO.	
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having an

For and in consideration of Ten and more (\$10.00) in hand, paid, the sufficiency of which is hereby acknowledged, William A. Landeck and Paul Landeck

The easement shall be more specifically identified as a strip of land more fully described on an easement location and dimensional survey map, which shall be attached hereto as Exhibit "A" and by this reference made a part of hereof. The Exhibit "A" may be supplemented with the actual as-built survey map, but in no event shall the location of the easement materially change from the location shown on the attached Exhibit "A" without the written consent of the Grantor. Any and all mineral rights and surfaces uses, which do not interfere with or jeopardize Grantee's pipelines, are retained by the Grantor in the casement location.

Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the right herein granted, including, but not limited to the free right of ingress and egress over and across said lands to and from the easement, the right to use all roads over and across said lands, and the right from time to time to cut any trees and under growth and remove other obstructions that inure, endanger or interfere with the use of said easement.

Grantor shall not place any obstruction across, under or upon the surface of the easement which could interfere with the construction or the normal operation and maintenance of the pipelines. Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the easement, not change the surface contour thereof, without the prior written consent of Grantee. The easement shall be seventy-five feet (75') wide with Grantee also having the right to use additional work space along the casement area during construction at the crossing of roads, railroads, streams, terraces and uneven terrain. Grantee shall pay Grantor for any damage incurred outside of the seventy-five feet (75') wide permanent easement as a direct result of Grantee's activities. Grantee shall have the right to assign this easement in whole or in part.

Grantor acknowledges receipt of payment for the easement and damages, and hereby irrevocably waives any additional claims to compensation for damages caused by the construction of the initial pipeline along the agreed upon route. If any additional pipeline is installed within the easement, or if any pipeline is removed, Grantor agrees that the compensation shall be at the same rate as for the initial pipeline. Grantee agrees that all pipelines shall be buried at least thirty inches (30") below the surface. Grantee shall pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the easement which are caused by the construction, maintenance, operation, repairing, alteration, replacement or removal of the pipelines.

Furthermore, Grantee shall compensate Grantor for damages, which may be occasioned upon said easement during the maintenance of said pipeline after construction is completed. Grantor shall retain the right to fully use and enjoy the easement except for purposes herein granted to Grantee.

Grantor represents and warrants that he is the owner of the lands described above subject only to outstanding mortgages and easement, 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, m whole or in part, any mortgage, tax or other lien on the above described lands and thereupon be subrogated to such lien and rights incident thereto.

Unless otherwise stated herein, 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 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 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 casement is not intended to and does not constitute a dedication for public use. Grantee may record this easement at any time after it is executed by Grantor.

such lien and rights incident thereto. Landeck Easement Tract No. CCW 001 Page 2

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This easement shall be governed by Wyoming law. All notices required or permitted hereunder shall be made or given to the parties at the addresses noted above. Either party may change the address to which future notices should be sent. Any notice required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery.

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

	this later of
IN TESTIMONY WHEREOF, the Grantor herein	i has executed this conveyance this <u>U</u> day of
December, 1999.	
William a. Landeck	Paul Landeck
By: William A. Landeck	By: Paul Landeck
by	By: Paul Landeck 520-42-1698
SSAN # or EIN # 520-42-1714	320-46 10.0
STATE OF <u>Montana</u> )	
)ss COUNTY OF <u>yellowstone</u> )	
COUNTY OF yellowsjone	MAGA
	ore me this day of <u>Jecember</u> by
The foregoing instrument was acknowledged bere	The life this day of 10000 10000
William A. Lando	eck and Paul Landeck.
A COLUMN TO THE RESIDENCE OF THE COLUMN TO T	
Witness by hand and official seal.	Notary Public
	*
ASEALIEL 2000	Ronnie L. Denta
My commission expires: 2122003	
OF MOTO	
A commenter,	posiding at:

Residing at:
Bulings. MT

## WORTHINGTON, LENHART & CARPENTER, INC. P.O. BOX 1056, GILLETTE, WYOMING 82717

FOR 25 IONIA S.W., SUITE 210 Client RIMROCK PIPELINE L.L.C. \_ Address \_\_\_ 49503 City GRAND RAPIDS State MICHIGAN \_\_\_\_ Zip \_\_\_\_\_ PROPERTY LOCATION PLAT E1/2 Section 17 , T. 53 N., R. 78 W., 6th Principal Meridian, Wyoming WYOMING \_\_\_\_\_ State \_\_\_ SHERIDAN County \_\_ RIMROCK PIPELINE APPARENT OWNERSHIP: FLORENCE E. HERP RANCH LIMITED PARTNERSHIP T10 T11 T12 T6 I<sub>T13</sub> .T5 S00°52'W, 189.7 T16-CENTERLINE OF RECORD 75' PERMANENT PIPELINE EASEMENT T18-(TYPICAL) 18 | 17 16 19 20 20 21 TANGENT TABLE 4706 Footage N81°48'W, 94' N82°56'W, 53' Rods 285.21 0.891 Mileage N77°02'W, 86' T3 N56°24'W, 280 Acreage 8.103 N60°21'W, 182' N68°57'W, 77' **T5** N80°26'W, 38' T7 N84°42'W, 387' **T8** T9 S89°56'W, 305' T10 S86°37'W, 234' T11 S63°59'W, 209' THE STORY CRAIG TO SHEET T12 S48°38'W, 59' SCALE: 1"=1000' T13 S24°15'W, 273' BASIS OF BEARING:
NAD 83
WYOMING STATE PLANE COORDINATES
EAST ZONE T14 S05°03'W, 25' T15 S04°19'E, 886' T16 S04°49'E, 144' T17 S04°54'E, 798' 7/1/02 T18 S24°43'W, 205' T19 S26°12'W, 371' W.O. No. 10824-07

Acad File: 10824 NAD83.dwg

SHEET 2 OF 3

WYOMING

EXHIBIT "A"