

THE STATE OF WYOMING )  
COUNTY OF SHERIDAN )

KNOW ALL MEN BY THESE PRESENTS:

On this 5th day of MAY, 1978, the undersigned,  
KENDRICK CATTLE CO., as Grantor, whose address is  
P. O. Box 821 Sheridan, Wyoming 82801 for and in  
(STREET) (CITY) (STATE) (ZIP)

consideration of the sum of Three hundred & six and 36/100-----DOLLARS (\$ 306.36 ),  
and other good and valuable considerations, in hand paid by GRANTEE, the receipt of which is hereby  
acknowledged, do (does) hereby grant and convey unto

WESTERN OIL TRANSPORTATION COMPANY, INC., whose address  
is P.O. Box 1183, Houston, Texas, 77001, hereinafter called Grantee, its successors and assigns, the right to  
lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove one  
pipeline, valves, fittings, and other equipment and appurtenances as may be necessary or convenient for the  
transportation of oil, petroleum or any of its products, gas, water and other substances, or any thereof,

over, through, under and across Grantor's land situated in the County/Parish of SHERIDAN,  
State of WYOMING, said tract of land being described as follows, to-wit:

Beginning at a survey point on the East line of Tract 48, traverse E $\frac{1}{2}$  Tract  
48 and E $\frac{1}{2}$  Tract 49 to intersection point with existing line in Section 25,  
Township 58 North, Range 77 West, Sheridan County, Wyoming. Approximately  
1,685 feet or 102.12 rods.

See Attachment "A".

Together with rights of ingress and egress to and from said line for all purposes to this grant. As to the  
rights hereby granted, all rights of homestead are hereby released and waived. The Grantor shall have the  
right to use and fully enjoy the above described premises, except as to the rights hereinbefore granted. The  
Grantee, its successors and assigns, hereby agrees to pay any damages which may arise to crops, timber,  
fences, buildings or other property of said Grantor from the exercise of the rights herein granted.

The route of the line laid under this grant shall be selected by the Grantee, its succes-  
sors and assigns. The pipeline will be buried to a depth providing twenty-four (24)  
inches minimum cover except where rock or other physical obstacles preclude such practice.  
A right-of-way 50 feet wide shall be allowed during construction and 30 feet wide thereafter.

TO HAVE AND TO HOLD said easement, rights and rights-of-way unto the said Grantee,  
its successors and assigns and so long thereafter as the pipeline is maintained on the property described  
hereinabove. This agreement is binding upon the heirs, executors, administrators, successors and assigns  
of the parties hereto. This instrument embodies the entire agreement between the parties hereto, including  
the consideration paid or to be paid therefor.

WITNESS OUR HANDS this the day and year first above written.

KENDRICK CATTLE CO.  
Grantor

BY: Manville Kendrick  
Manville Kendrick

THE STATE OF Wyoming )  
COUNTY OF Sheridan )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this  
day personally appeared Manville Kendrick  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged  
to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of  
June A.D., 1978.

My Commission expires March 7, 1981

Charlotte D. Henderson  
Notary Public in and for

Sheridan County, Wyoming

AMENDED EXHIBIT "A"

In further consideration hereof, Grantee further agrees that during the next ensuing planting season, but in no event later than one year from the date hereof, Grantee shall re-seed with appropriate good quality seed all of the above described lands as have been heretofore disturbed by Grantee in the exercise of the rights granted to Grantee; the entire cost and expense of such planting shall be borne solely by Grantee.

Grantors to have the right to fully use and enjoy the above described premises, except to the rights herein granted, and Grantors agree not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over said pipeline or lines. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, fences or buildings of said Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantors, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.