

SURFACE LEASE AGREEMENT

This Surface Lease Agreement (this "Agreement") is entered into as of this ____ day of _____, 2000 ("Effective Date"), by and between **Eva C. Taylor** and **BIGHORN GAS GATHERING, L.L.C.**, an Oklahoma limited liability company of 1437 South Boulder, Suite 1250, Tulsa, Oklahoma 74119 ("Lessee").

Recitals:

A. Lessor is the owner of the one-acre tract of land within the SW1/4SE1/4, Section 16, Township 57 North, Range 83 West, Sheridan County, Wyoming that is more fully described on Exhibit "A" attached to and made a part of this Agreement (the "Leased Premises").

B. The Leased Premises are on or immediately adjacent to the route of certain gas gathering pipelines that are in the process of being constructed over lands owned by Lessor under the terms of a Pipeline Easement dated July 10, 2000, recorded at Book ____, Page ____ of the records of Sheridan County, Wyoming.

C. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee the Leased Premises for Lessee's use in connection with the operation of the gas gathering pipeline, on the terms and conditions provided for in this Agreement.

NOW THEREFORE, in consideration of the premises, the mutual benefits to be realized, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Lease; Use of Leased Premises** Lessor does hereby grant, demise, lease, let and convey unto Lessee the Leased Premises, for the term hereinafter provided, for the purpose of constructing, installing, erecting, maintaining, operating, altering, replacing and removing any and all facilities, equipment, buildings, storage facilities or other improvements (collectively "Facilities") necessary or desirable for the use of, operation and maintenance of the gas gathering pipeline, including, without limitation, a meter station and a pigging station including all appurtenances, fixtures or other equipment necessary or incidental to any such Facilities. Lessee shall have the right, at all times, to lay, construct and maintain pipelines, roadways, fences, electric lines and other utilities over and across the Leased Premises, as necessary or convenient in the conduct of its operations.
2. **Lease Term; Rent** The initial term of this Agreement shall be three (3) years from the Effective Date unless sooner terminated by Lessee. Lessee shall have the right to renew this Agreement for up to ten (10) successive three (3) year terms (each of which shall be referred to as a "Renewal Term") by tendering written notice of its intention to renew prior to the expiration of the then current term.
all The rent for the entire initial ~~three (3)~~ ^{one (1)} year term, the amount of which is specified in an unrecorded addendum to this Agreement bearing the same date, has been paid in advance and, by execution of this Agreement, Lessor acknowledges receipt of same. Should Lessee elect to renew this Agreement, the rent for each successive three (3) year Renewal Term shall be 103% of the rent for the preceding three (3) year term, payable in advance. Lessee may unilaterally terminate this agreement at any time without notice to Lessor by filing a release in the public records, provided, however, that Lessor shall have no obligation to reimburse the Lessee for any rent attributable to the unexpired term. Further, Lessor expressly authorizes Lessee, as Lessor's attorney-in-fact solely for this purpose, to unilaterally record a release of the Agreement on behalf of Lessor in the appropriate public records.
3. **Grant of Easement** Lessor grants to Lessee ingress and egress on existing roads across Lessor's lands for ingress and egress to the Leased Premises.
4. **Assignment** Lessee shall have the right to assign this Agreement in whole or in part while this agreement is in effect, any conveyance by Lessor, of the lands upon which the Leased Premises are located shall be made expressly subject to all

of the terms and conditions of this Agreement. This Agreement shall be binding upon, burden and run with the lands upon which the Leased Premises are located.

5. Rights and Obligations Upon Termination Except as otherwise provided, all property and improvements of whatever nature or kind owned or placed on the Leased Premises by Lessee shall be and remain the personal property of Lessee, shall not for any reason be deemed fixtures on the Leased Premises, and Lessee shall have the right to sever and remove same at any time during and within ninety (90) days after termination of this Agreement; provided, however, that Lessee shall not be obligated to sever or remove any such property or improvements buried below ground level. At Lessor's option, any buildings constructed on the Leased Premises by Lessee under this Agreement shall remain and become the property of Lessor. Upon termination of this Agreement, and removal of the property and improvements of Lessee as provided for in this paragraph, Lessee shall employ reasonable efforts to restore the surface of the Leased Premises to their original condition to the extent practically possible.
6. Entire Agreement This Agreement, and the addendum to this Agreement of the same date, constitutes the entire agreement between Lessor and Lessee as to the subject matter covered by this Agreement. No amendment or modification of this Agreement shall be effective unless agreed to in writing by both parties. This Agreement shall be governed by Wyoming law and shall be binding upon the successors and assigns of each party hereto.

In Witness Whereof, Lessor and Lessee have executed these presents as of the Effective Date.

LESSOR:
Eva C. Taylor

Eva C. Taylor
By: Eva C. Taylor
Sharon A. Kimmion
Attorney

LESSEE:
Bighorn Gas Gathering, L.L.C.
By CMS Field Services, Inc., Manager

Robert W. Shain
By: Robert W. Shain
Vice President of Operations

STATE OF North Carolina)
COUNTY OF Brunswick) ss

The foregoing Surface Lease Agreement was acknowledged before me by Eva C. Taylor before me this 25th day of Aug, 2000

My commission expires: Apr 17, 2001

Janet L. Hines
Notary Public

Attestation for CMS Field Services, Inc

Attest:

Office:

STATE OF OKLAHOMA)
) ss
 COUNTY OF TULSA)

On this 29th day of December, 2000, personally appeared before me, Anna M. Weinschenk a Notary Public within and for the aforesaid County and State, Robert W. Shain, being known to me to be the said Robert W. Shain, and after being duly sworn upon oath, did acknowledge that he was the Vice-President of Operations of **CMS Field Services**, a corporation organized in the State of Michigan, that he executed the within and foregoing instrument, that the seal affixed thereto is the corporate seal of **CMS Field Services, Inc.**, that the same was signed on behalf of said corporation by the authority of the board of directors, or trustees thereof, and that the same is the free act and deed of said corporation.

He did further acknowledge that **CMS Field Services, Inc.**, was the manager of **Bighorn Gas Gathering, L.L.C.**, an Oklahoma Limited Liability Company that is described in the within instrument. He did further acknowledge that the within instrument was signed by him on behalf of said corporation and said limited liability company, and that the same is the free act and deed of said limited liability company.

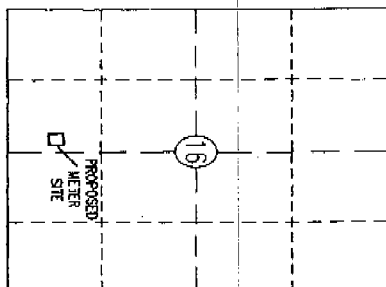
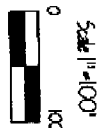
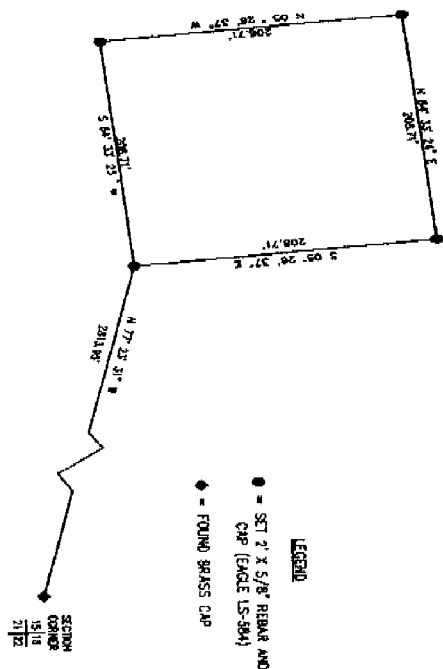
WITNESS my hand and official seal.



Anna M. Weinschenk
 Notary Public

MAP OF PROPOSED METER SITE
 SE 1/4 OF THE SW 1/4 OF SECTION 16,
 T-57-N, R-83-W, CAMPBELL COUNTY, WYOMING

EVA Taylor
meter site



MONITOR MAP
 NO SCALE

CERTIFICATE OF SURVEYOR

I, Robert L. St. John, do hereby certify that I am a Professional Land Surveyor, registered under the laws of the State of Wyoming. I further certify that this plot and legs description is based upon a survey that I completed in September, 2000 and is a true and accurate description of the property to the best of my knowledge and belief.



LEGAL DESCRIPTION - METER SITE

A tract of land that is located in a portion of the SE 1/4 of the SW 1/4 of Section 16, T. 57 N., R. 83 W. of the 8th P.M., Sheridan County, Wyoming, being more particularly described as follows:

Commencing at the Southeast corner of said Section 16, said point is a brass cap; thence N 77° 23' 31" W. 208.71 feet to the point of beginning, said point is a 5/8" rebar & cap (EAGLE LS-584); thence S 84° 33' 23" W. 208.71 feet to a 5/8" rebar and cap (EAGLE LS-584); thence N 05° 26' 37" W. 208.71 feet to a 5/8" rebar and cap (EAGLE LS-584); thence N 84° 33' 24" E. 208.71 feet to a 5/8" rebar and cap (EAGLE LS-584); thence S 05° 26' 37" E. 208.71 feet to the point of beginning and containing 1,000 acres, more or less.

BIG HORN GAS GATHERING

P.O. BOX 29
 ARVADA, WY 82831

