RECORDED JULY 9, 2001 BK 425 PG 174 NO 380755 AUDREY KOLTISKA, COUNTY CLERK

GAS PIPELINE RIGHT-OF-WAY EASEMENT

The undersigned, Eva C. Taylor, whose address is 285 Pinehurst Trace Drive, Pinehurst, N.C. 28374 (hereinafter referred to as "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto Bighorn Gas Gathering, L.L.C., an Oklahoma limited liability company, whose address is 1437 S. Boulder, Suite 1250, Tulsa, Oklahoma 74119 (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a nonexclusive easement and the right to survey, clear, excavate, lay, construct, operate, maintain, inspect, test, repair, protect, remove and, at Grantee's option, abandon in place one natural gas (including coalbed methane gas) pipeline and above and below ground valves, meters, markers, check stations, pigging stations and cathodic protection equipment upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A right-of-way across:

Township 57N Range 83W Section 21: N1/2

More particularly described on the surveyor's plat attached hereto as Exhibit "A" and by reference incorporated herein. Exhibit "A" may be supplemented by Grantee filing an "as built" survey map, but in no event shall the location of the pipeline materially change from the location shown upon Exhibit "A" without the written consent of Grantor. Grantee is hereby appointed attorney-in-fact of Grantor for purposes of filing such supplement.

The easement granted herein shall be one-hundred (100) feet in width during the period of initial construction and reclamation. After construction has been completed the easement shall revert to fifty (50) feet in width, being twenty-five (25) feet on either side of the centerline of said gas pipeline.

Grantee shall have the right of ingress and egress to and from the above-described easement in accordance with the Surface Damage Agreement entered into between the parties of even date herewith. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights herein granted to the extent provided in the Surface Damage Agreement. Subject to the surface Damage Agreement, the Grantor reserves the right to occupy, use and cultivate said easement for all purposes and to grant such rights to others. The rights, conditions and provisions of the easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

If Grantee fails to use the pipeline for transportation of gas for any twenty-four (24) consecutive month period, then and in that event this right-of-way shall be deemed abandoned and this Right-of-Way Easement shall automatically terminate and be of no further legal force or effect.

This easement grant, including the benefits and burdens, is appurtenant to and runs with the land. This easement burdens the lands of Grantor on which the easement is located. This Right-of-Way Easement is subject to a Surface Damage Agreement of even date herewith, which is to run with this Right-of-Way Easement, which Surface Damage Agreement is incorporated herein by reference. A copy of said Surface Damage Agreement is in the possession of the parties and should be consulted for specifics.

This conveyance is made and accepted subject to all valid and subsisting leases and agreements of record, if any, affecting the above-described property. This conveyance is made subject to that certain Surface Use Agreement and that certain Water Well Agreement entered into by and between Eva C. Taylor and J.M. Huber Corporation in

DATED this 10 day of guly GRANTEE: GRANTOR: EVA C. TAYLOR BIGHORN GAS GATHERING, L.L.C. By CMS Field Services, Inc, Manager Robert W. Shain Vice President of Operations Attestation for CMS Field Services, Inc Attest: Office: STATE OF OKLAHOMA COUNTY OF TULSA On this 315t _, 2000, personally appeared , a Notary Public within and for the aforesaid County and State, Robert W. Shain, being know to me to be the said Robert

Page 2 of 3

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 Michael , 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 Manage 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 fee act an deed of said limited liability company.
WITNESS my hand and official seal.
My Commission Expires: Notary Public Oklaborna OFFICIAL SEAL ANNA M. WEINSCHENK TULSA COUNTY MY COMM. EXPIRES 16-30-03
STATE OF _NC) ss. COUNTY OF _Lee)
The foregoing Gas Pipeline Right-of-Way Easement was acknowledged by Eva C. Taylor before me this 10 day of July , 2000.
WITNESS my hand and official seal.
Welly B. W. Cracter Notary Public
Notary Public My Commission Expires:
My Commission Expires:

