

482

PIPELINE EASEMENT

RECORDED MAY 12, 2000 BK 414 PG 482 NO 346399 AUDREY KOLTISKA, COUNTY CLERK
STATE OF WYOMING AFE # 99-035-230
COUNTY OF Sheridan TRACT # SH2-558X12-47

For and in consideration of Ten and more (\$10.00) 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 CMS GAS GATHERING, L.L.C., 1437 S. Boulder, Suite 1250, Tulsa, OK 74119, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement ("herein the "Easement") 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, replace and remove one or more pipelines and appurtenant facilities which include above and below ground valves, cathodic protection equipment and markers (collectively the "pipeline(s)"), across, under and upon the lands of GRANTOR in the County of Sheridan, State of Wyoming, to wit:

Township 55 North, Range 82 West 6th P.M.
Section 12: A Portion of W1/2SW1/4

This Pipeline Easement is further subject to an Addendum page of even date.

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 by Grantee filing an 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 Grantors 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 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 place any obstruction across, under or upon the surface of the right-of-way which could interfere with the construction or the normal operation and maintenance of the 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. The Easement and right of way shall be seventy-five feet (75') in width during initial construction and after initial construction, the easement and right of way shall revert to fifty feet (50') in width, being twenty-five feet (25.0') 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.

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 not in excess of that paid by GRANTEE hereunder for construction of the initial pipeline. GRANTEE agrees to bury all pipe below normal plow depth. 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(s) 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 and warrants that he 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 Exhibit "A" 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 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.

NEITHER GRANTOR NOR GRANTEE SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT OR IN CONTRACT, OR UNDER ANY LEGAL THEORY, AND ALL SUCH DAMAGES ARE HEREBY EXCLUDED FROM THIS PIPELINE EASEMENT AND WAIVED BY THE PARTIES.

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:

To the GRANTEE:
CMS Gas Gathering, L.L.C.
1437 S. Boulder, Suite 1250
Tulsa, OK 74119

To the GRANTOR:
Sidney A. and Colette J. Hendricks
P.O. Box 150
Sheridan, WY. 82801

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

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

IN TESTIMONY WHEREOF, the GRANTOR (S) herein have executed this conveyance this 8th day of June, 1999.

GRANTOR/LANDOWNER'S SIGNATURE(S)

Sidney A. Hendricks
Sidney A. Hendricks

SS# or EIN# 585-84-7684

Colette J. Hendricks
Colette J. Hendricks

SS# or EIN# 520-80-3108

STATE OF Wyoming)

ss.

COUNTY OF Sheridan)

The foregoing instrument was acknowledged before me this 8 day of June, 1999 by Sidney A. Hendricks & Colette J. Hendricks H/W

Witness my hand and official seal.

Laura J. Fink Notary Public
Laura J. Fink

My commission expires: 4/19/02



483

Addendum

Attached hereto and made a part of that certain Pipeline Easement dated June 5, 1999, by and between Sidney A. and Colette J. Hendricks as Grantors and CMS Gas Gathering, L.L.C., as Grantee.

ADDITIONAL CLAUSES TO PIPELINE EASEMENT

1. Pipeline shall be buried at a minimum of 42" to the top of the pipe.
2. Grantor shall not conduct digging, cultivation, trenching or boring activities in the easement which are in excess of two feet deep from the surface without the prior written consent of the Grantee.
3. Grantee shall place no above ground equipment on the property described herein without the prior written consent of Grantor.

SIGNED FOR IDENTIFICATION:

Sidney A. Hendricks
Sidney A. Hendricks

Colette J. Hendricks
Colette J. Hendricks

Daniel J. Hoogland Agent
Daniel J. Hoogland

TENANT'S CONSENT

The undersigned tenant and/or holders of a surface lease on the above described lands hereby grants his consent and approval to the above described easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent, shall be paid to him.

Date of Recording of Lease: _____
at Book _____ Page _____

EXECUTED this _____ day of _____, 1999, by

SS# or EIN # _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by

Witness my hand and official seal.

Notary Public

My commission expires. _____

LIEN HOLDER'S CONSENT

(if a mortgage or lien exists against Grantor's lands on which the right-of-way is located):

The undersigned lien holder or mortgagee on the lands of the Grantor described on Exhibit A hereto hereby grant his (or its) consent and approval to the grant of the right-of-way, and the full use and exercise thereof, and further agrees to subordinate such mortgage or lien, and interests therein, to the right-of-way and Grantee's rights created hereby.

Date of Recording of Lien: 01/03/94
at Book 316 Page 38

EXECUTED this 22 day of JUNE, 1999, by

J. Vernon States-Trustee TTEE

J. Vernon States-Trustee of the J. Vernon States Revocable Trust dated 06/30/98

SS# or EIN # 540-16-4464

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

The foregoing instrument was acknowledged before me this 22 day of June, 1999, by

J. Vernon States-Trustee

Witness my hand and official seal.

My commission expires. 6-28-99

Brenda Sorrens
Notary Public

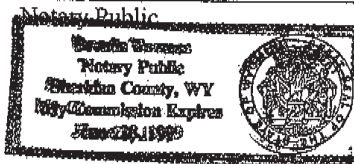
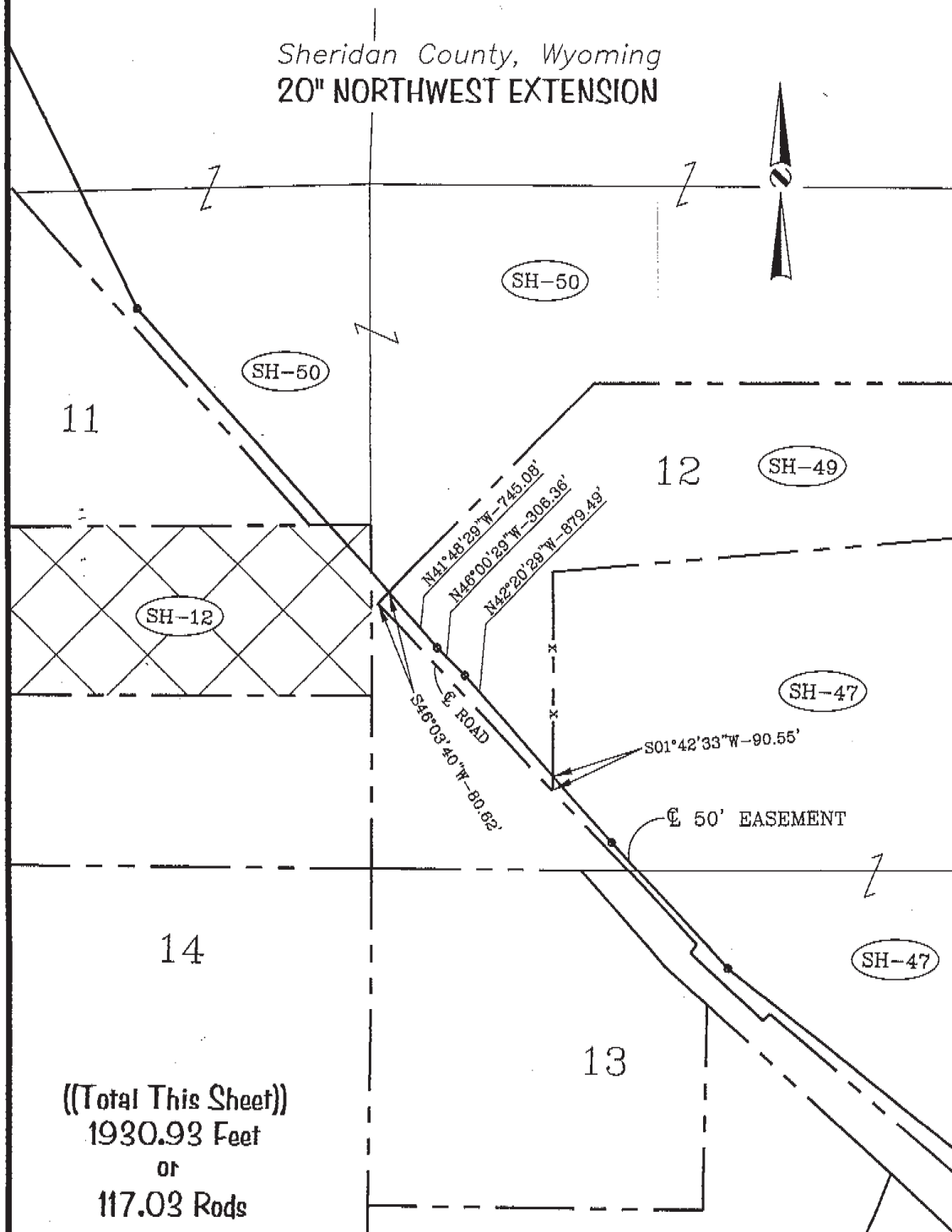


Exhibit "A"

T-55-N R-82-W Section 12
 Sidney A. & Colette J. Hendericks

Attached hereto and made a part of that certain PIPELINE EASEMENT dated _____, 1999, by and between _____ as Grantors and CMS Gas Gathering, L.L.C. as Grantee.

Sheridan County, Wyoming
 20" NORTHWEST EXTENSION



((Total This Sheet))
 1930.93 Feet
 or
 117.03 Rods

Notes:

1. The intent herein is for pipeline, as constructed, to be centerline of the easement.
2. All distances shown are horizontal.



SURVEY & MAPPING BY
ENER-TRANS, INC.

535 N. Ann Arbor Phone: (405) 947-1340
 Oklahoma City, Oklahoma Fax: (405) 947-2923
 73127

CMS ENERGY

CMS Gas Gathering, LLC.

DRAWING FILE NAME: hend.dwg

SHEET: 1 of 1

SCALE: 1"=1000'

DRAWN: MCB

DATE: 4/2000

CHECKED: BM