

PIPELINE EASEMENT

THIS PIPELINE EASEMENT ("Agreement") is made this 21 day of February, 2014, from **Mitchek Cattle Company #2, LLC**, whose address is **247 Sierra Vista, Sterling, CO 80751** ("Grantor" whether one or more), to **Tallgrass Pony Express Pipeline (Colorado), Inc., a Colorado corporation**, whose address is **370 Van Gordon Street, Lakewood, Colorado 80228** ("Grantee"). The parties agree as follows:

1. Grant. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, conveys and warrants unto Grantee, its successors and assigns, a perpetual exclusive right-of-way and easement to survey (including, but not limited to, civil, environmental, geotechnical, and cultural surveys), construct, maintain, clear, inspect, test, upgrade, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, patrol, protect, abandon in place or remove, at Grantee's election, one or more pipelines, and all related equipment and appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of oil, natural gas (including, without limitation, natural gas liquids), petroleum products, water, hydrocarbons and any other substances, and any products, derivatives, combinations or mixtures of any of the foregoing, including but not limited to, meters, regulators, valves, launchers/receivers, vent pipes, line markers, taps, rectifiers, alternating current mitigation, cathodic protection, including enclosures for the aforesaid appurtenances (the pipeline(s) together with such appurtenances are collectively referred to herein as, the "Pipeline" and the foregoing rights and those provided to Grantee hereunder are collectively referred to herein as the "Easement Rights"), in, on, over, under, or through the real property situated in Logan County, State of Colorado, being described as follows:

TOWNSHIP 7 NORTH, RANGE 53 WEST, 6TH PM
SECTION 4: W $\frac{1}{2}$

2. Easement Location. The real property subject to the Easement Rights (the "Right-of-Way Lands") is comprised of a permanent easement area of approximately seventy-five feet (75') in width (the "Permanent Easement Area") and a temporary easement area of approximately twenty-five feet (25') in width together with any additional work space (collectively, the "Temporary Easement Area") as each is more particularly described and/or depicted on Exhibit "A".

In the event the initial Pipeline is constructed and the centerline of such Pipeline, as constructed, is in a different location than contemplated by Exhibit "A", Grantor and Grantee hereby agree that the width and/or location of the Permanent Easement Area as identified on Exhibit "A" will be modified as necessary in Grantee's reasonable discretion to facilitate the width as contemplated herein and the relative location of the Pipeline within the Permanent Easement Area. In such event, Grantee may (in its discretion) record a Notice of Pipeline Location along with an as-built survey describing and/or depicting the modified Permanent Easement Area and/or the initial Pipeline. Additionally, Grantee may (in its discretion) record a Notice of Pipeline Location along with an as-built survey describing and/or depicting any future additional Pipelines installed within the Permanent Easement Area.

3. Use. The Grantor reserves the right to cultivate, use and occupy the Right-of-Way Lands for any purpose consistent with the rights and privileges herein granted and which, in the sole opinion of the Grantee, will not interfere with or endanger any of the Pipeline facilities therein or use thereof by the Grantee, its agents or contractors. Grantor shall not, nor shall it allow others acting by or through Grantor to, excavate or otherwise alter the ground elevation or grade, remove any soil, construct or place any obstructions, buildings, improvements, fences, engineering works, utilities, roads, or structures, impound any water, affect the lateral or subjacent support of the Pipeline, or plant any trees, or shrubs (collectively,

the "Prohibited Items") on, through, under, or upon the (i) Right-of-Way Lands until termination of the temporary easements and (ii) the Permanent Easement Area thereafter, without the prior written consent of Grantee in each case. If any Prohibited Items are placed upon the Right-of-Way Lands without Grantee's prior written consent, Grantee shall have the right, but not the obligation, to (a) enter and remove any such Prohibited Items upon notice to Grantor (such notice being reasonable under the circumstances), at Grantor's cost, or (b) notify and require Grantor, at Grantor's cost, to immediately remove any such Prohibited Items. The Grantee shall have the right of ingress and egress over the Right-of-Way Lands and adjacent real property of Grantor at convenient points and the right to install gates in fences and driveway culverts that cross the Permanent Easement Area, all in order that the Grantee may access the Permanent Easement Area and exercise the Easement Rights.

4. Term. Grantee's Easement Rights within the Permanent Easement Area shall be in perpetuity. Grantee's Easement Rights within the Temporary Easement Area shall expire upon completion of the pipeline construction and restoration of the Right-of-Way Lands, provided, however Grantee may use such portion of the Grantor's property along and adjacent to the Permanent Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Pipeline.

5. Depth of Cover. Grantee agrees that the underground portions of the Pipeline will be constructed with at least ~~thirty-six inches (36")~~ of soil cover. In areas containing rock the minimum cover shall be twenty-four inches (24"). *FOURTY EIGHT INCHES (48")* *Am*

6. Restoration and Compensation. Except as otherwise provided for herein (including, but not limited to, Grantee's restoration obligations), Grantee has compensated Grantor for damages associated with its use of the Right-of-Way Lands and initial installation of the Pipeline (and related activities). No successor, heir, or assign of Grantor or purchaser of all or any part of the Right-of-Way Lands shall be entitled to additional payment of such compensation already remitted to Grantor. Grantor agrees to accept the aforementioned consideration on behalf of Grantor, Grantor's successors in interest, and any current or future tenant ("Tenant") of Grantor, and to take full responsibility for compensating Grantor's Tenant for any damage or loss that is owed to the Tenant as a result of this conveyance and the Grantee's exercise of the Easement Rights. By agreeing to accept Grantee's consideration, Grantor agrees to indemnify and hold harmless the Grantee, its parent companies, affiliates and subsidiaries, and their officers, agents, and employees, from any claim asserted by the Grantor's Tenant, Tenant's successor in interest, or Tenant's heirs, for compensation, restitution, crop loss, consideration, or damage of any kind that the Tenant, if any, may be lawfully entitled to as a result of this conveyance and Grantee's use of the Easements.

Grantee shall have the right from time to time, to install within the boundaries of the Permanent Easement Area one or more additional Pipelines. Grantee agrees to pay Grantor for any and all additional actual physical damages which were not already paid to Grantor, including but not limited to those to: (i) fences, (ii) growing crops and timber which arise from the Grantee's use of the Right-of-Way Lands, and (iii) occasioned by any additional installations or construction and future reconstruction, maintenance, operation, alteration, protection, inspection, moving, replacement, testing, repair, change in size, upgrade or removal of the Pipeline in the Permanent Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to make any payment related to the removal of any Prohibited Items or payment for any damages caused by the negligence, recklessness, or willful misconduct of third parties or the Grantor or anyone acting on the Grantor's behalf. The term "timber" is defined as trees or wood grown for commercial sale. Grantee shall have the right, without liability for damages, from time to time after the initial construction of the Pipeline, to re-clear the Permanent Easement Area by removing Prohibited Items and any other obstructions that may endanger or interfere in any manner with Grantee's use of the Permanent Easement Area or the Pipeline.

Grantee shall restore the surface of the Right-of-Way Lands, as nearly as reasonably practicable and permissible, to its prior condition following any disturbance occasioned by construction or use of the Right-of-Way Lands by the Grantee, its contractors, or agents.

7. Title. By entering into this Agreement, Grantor warrants that Grantor is the sole fee owner of the Right-of-Way Lands herein described and that Grantor has the authority to convey the Easement Rights in the Right-of-Way Lands to the Grantee and the Right-of-Way Lands are free from all

8. Covenants Running with the Land; Assignment. This Agreement shall be recorded in the real property records where the Right-of-Way Lands are located, and the terms of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, personal representatives, and heirs. This Pipeline Easement may be assigned in whole or in part by either party.

10. Document Execution and Interpretation. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals. This Agreement shall be interpreted and enforced under the laws of the state where the Right-of-Way Lands are located. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Right-of-Way Lands, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions, or portion hereof, shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision to be held invalid. This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Whenever the context of this Agreement requires, words used in the singular shall be construed to include the plural and vice versa and pronouns designating a particular gender shall be deemed to include and designate the masculine, feminine and neuter gender. This Agreement shall not be construed against either party in the event of an ambiguity or other dispute as to its interpretation. Grantor and Grantee represent to one another that each has the power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement and the person or persons signing for each party has been duly authorized by such party to do so. Should Grantor consist of more than one person or entity, they shall be jointly and severally liable under this Agreement. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.

3 of 5

TO HAVE AND TO HOLD the Easement Rights unto the Grantee, Grantee's successors, assigns, personal representatives, and heirs forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 21 day of FEB., 2014.

GRANTOR:

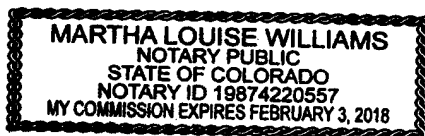
Allen Mitchek,
Mitchek Cattle Company #2, LLC

STATE OF Colorado)
COUNTY OF Larimer) ss.

On this 21st day of Feb in the year 2014, before me, the undersigned notary public, personally appeared **Allen Mitchek, as Mitchek Cattle Company #2, LLC** known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal. The foregoing instrument was acknowledged before me this 21st day of Feb., 2014.

My commission expires Feb. 3, 2018 Martha Louise Williams
Notary Public



LINE	BEARING	DISTANCE
L1	S 89°56'05" E	1575.21'
L2	S 87°02'24" E	1074.02'

Right of Way Description

A 75 foot wide strip of land being a portion of Section 4, Township 7 North, Range 53 West of the Sixth Principal Meridian, County of Logan, State of Colorado, said 75 foot wide strip being 37.5 feet each side of the following described centerline:

Note:

1. The Basis of Bearings is the west line of the southwest quarter of Section 4, T7N, R53W 6th P.M., as monumented with an aluminum cap PLS 1791 at the south end and an aluminum cap PLS 22097 at the north end with a grid bearing of N 02°34'12" W.

Commencing at the west quarter corner of Section 4, an aluminum cap PLS 22097; Thence N 02°33'40" W, along the west line of the northwest quarter of Section 4, a distance of 39.64 feet to the POINT OF BEGINNING:

Thence S 89°56'05" E, departing said west line, a distance of 1575.21 feet;

Thence S 87°02'24" E a distance of 1074.02 feet, more or less, to a point on the east line of the southwest quarter of Section 4 and the POINT OF TERMINUS from which the center quarter corner of Section 4 bears N 01°40'21" W a distance of 111.76 feet.

Containing 4.562 acres more or less.

Temporary Construction Easement Containing 1.521 acres more or less.

Additional Temporary Easement Containing 0.445 acres more or less.

Total R.O.W. Length 2649.23'

NOTES:

- 1.) This is not a land survey nor a land survey plat.
- 2.) The side lines of the right of way are to be lengthened and/or shortened as necessary to end at the property lines.
- 3.) All directions, distances, and dimensions shown hereon are based on modified coordinates from the "Colorado coordinate system of 1983 north zone" (C.R.S. 38-52-102). CSF=0.999786588

Tallgrass Pony Express Pipeline (Colorado), Inc

Pipeline Right of Way

Section 4 T7N R53W 6th PM

Logan County, Colorado

PLOT: G:\GEOSLER\WeldzNorth\Tallara\Buckingham\Right of Way\CO_LO_100.C00_Mitchak_ROW.dwg
 USER: JLW
 DATE: Sep 15, 2014 8:33am

NOTES:
 1.) This is not a land survey nor a land survey plat.
 2.) The side lines of the right of way are to be lengthened and/or shortened as necessary to end at the property lines.
 3.) All directions, distances, and dimensions shown hereon are based on modified coordinates from the "Colorado coordinate system of 1983 north zone" (C.R.S. 38-52-102). CSP# 0.999786588