

NONEXCLUSIVE PIPELINE EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF **Ten and More (\$10.00+)** _____ DOLLARS
for the pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has
been completed, and before construction is commenced,
I/WE,

[REDACTED]

hereinafter referred to as "Grantor" (whether one or more) does hereby grant, sell, convey, and warrant to Duke Energy Field Services, LP, its successors and permitted assigns, hereinafter referred to as "Grantee", the right, privilege and easement, fifty (50) feet in width for construction and a permanent nonexclusive easement of twenty (20) feet in width for a single pipeline, for the purpose from time to time of constructing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, and removing a pipeline, or other appurtenances, for the transportation of oil, gas, petroleum products, water, and any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, and through the following described land located in WELD County, State of COLORADO, to wit:

[REDACTED]

Said pipeline easement being more particularly described on Exhibit "A" attached hereto and made a part hereof.

Grantor may lay, construct and maintain, or grant or convey the right to any other person or persons, firm or corporation, to lay, construct and maintain, a pipeline or lines, fences or any desired utility, over and/or through and across the lands embraced in said easement hereby granted, provided however, Grantor herein, his successors or assigns shall not use said right so as to materially impair Grantee's rights to use the same for the purposes herein granted.

Grantor has the right to relocate the pipeline shown on attached Exhibit "A", Grantor will pay for all relocation costs incurred by Grantee. Both Grantor and Grantee must approve the pipeline relocation route before any relocation operations begin.

In the event that Grantee discontinues use to the pipeline for twelve (12) consecutive months. The easement will terminate and all rights conveyed herein will revert to the current surface owner.

Together with the right of ingress and egress to and from said pipeline will be limited to existing roads and the easement described on attached Exhibit "A".

It is agreed that the pipeline to be laid under this ^(CSA) grant Agreement shall be constructed at a minimum depth of four (4) feet below the surface of the ground to permit normal cultivation at the time of construction, and Grantor shall have the right to fully use and enjoy the above described premises subject to the rights herein granted.

Grantee shall have the right to clear all trees, undergrowth and other obstructions from the herein granted right-of-way, and Grantor agrees not to build, construct or create any buildings, structures or engineering works on the herein granted right-of-way that will interfere with the normal operation and maintenance of said line or lines.

Grantee agrees to pay to the owners, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

The terms, conditions, and provisions of the contract this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and permitted assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part, only with the express written consent of Grantor, which will not be unreasonably withheld.

Grantee shall indemnify and hold Grantor harmless from any and all claims or damages resulting from Grantee's activities and operations on the right-of-way and easement, including the costs of defense. Grantor shall not have any liability to Grantee except for claims or damages arising out of Grantor's own acts or omissions.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, as long as said easement is used for the purposes granted herein.

IN WITNESS WHEREOF, Grantor has executed this instrument this 15 day of August, 2003 signed, sealed, and delivered in the presence:

[Redacted signature]

[Redacted signature]

By: [Redacted signature]

By: [Redacted signature]

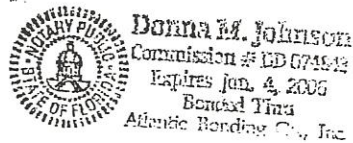
ACKNOWLEDGEMENT

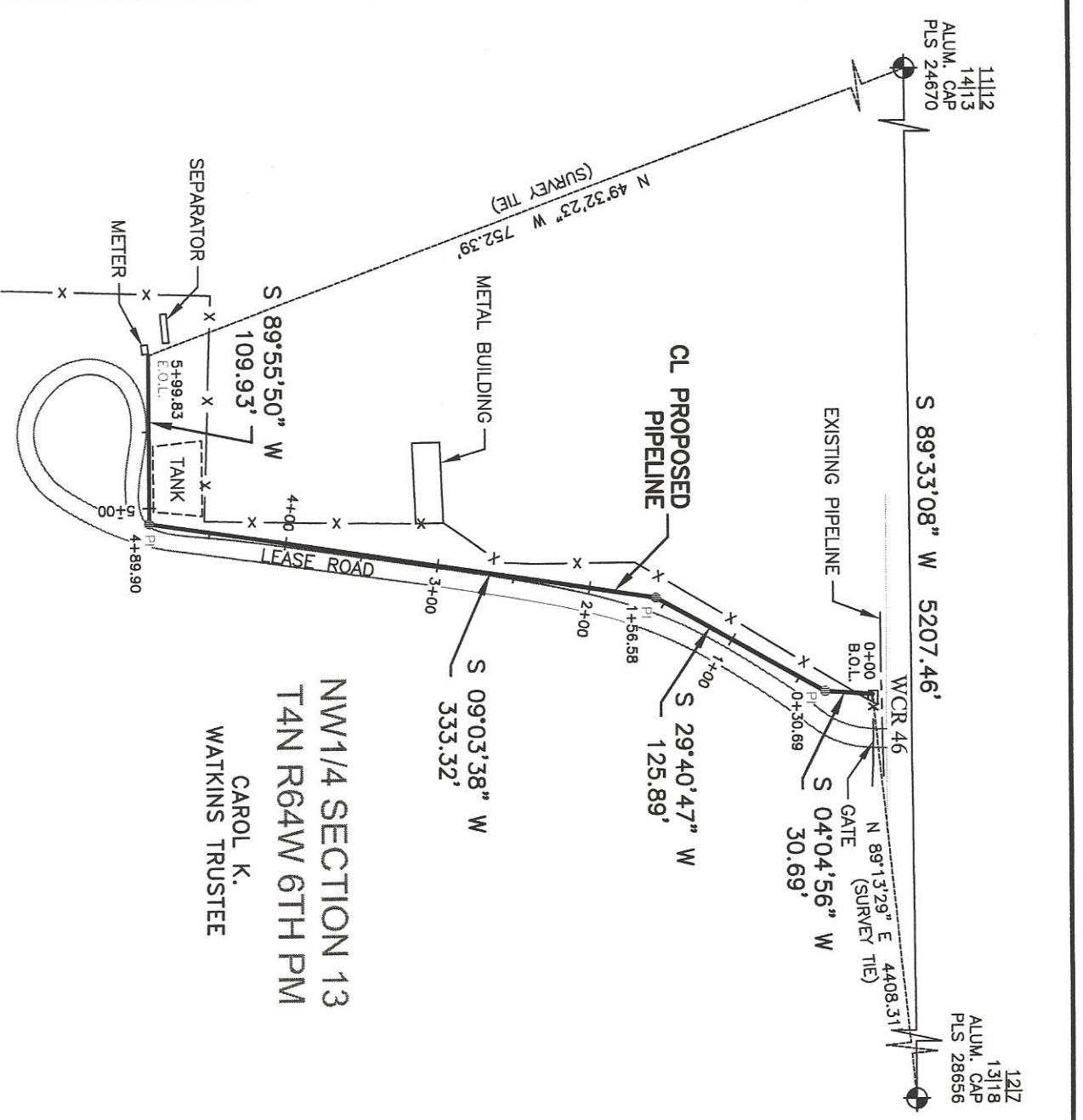
THE STATE OF Florida
ss.
COUNTY OF Pinellas

Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, [Redacted] as Successor Trustee of the [Redacted] dated January 18, 1984 and Personal Representative of the [Redacted] known to me to be the persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes and consideration therein expressed.

Given Under My Hand and Seal of Office, this 15th day of August, A.D. 2003.
(Personally known)
My commission expires: 1/4/06

Donna M. Johnson
Notary Public

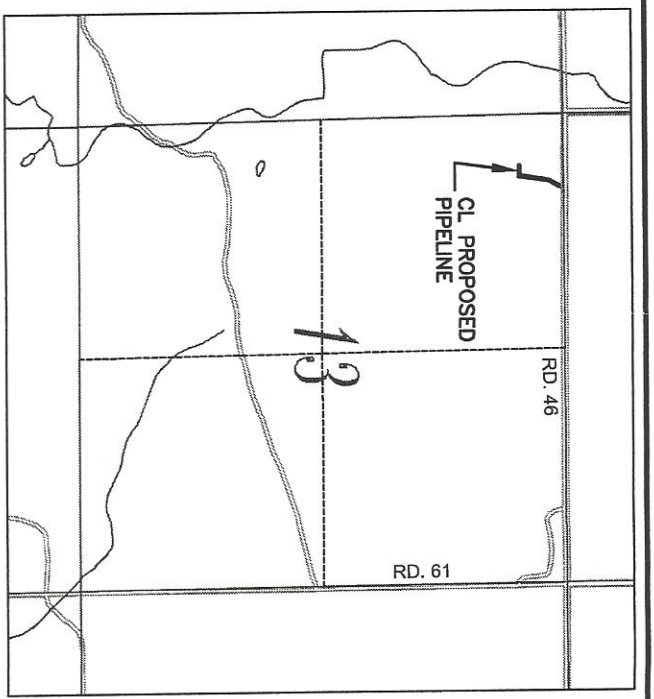




GEO SURV
LAND SURVEYING AND MAPPING
650 STACY COURT, SUITE 700
LAVERGNE, CO. 80026
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NOTES:
1.) Locations of utilities and foreign pipelines were determined from best available surface evidence, and utility maps by others. These locations as shown may not be accurate or complete.
2.) Physical features and utilities shown herein are for graphical representation only. Other utilities may exist and are to be field located by others prior to excavation.
3.) This is not a land survey nor a land survey plat.
4.) All directions, distances, and dimensions shown herein are based on coordinates from the "Colorado coordinate system of 1983 north zone" (article 52 of title 38, C.R.S.). Latitudes and Longitudes are based on NAD83.

EXHIBIT A
T4N R64W 6th PM SEC.13
599.83 FT. (36.353 RODS)



GEOGRAPHIC COORDINATES:
B.O.L. LAT. 40°19'10.580" N
LONG. 104°30'19.723" W
E.O.L. LAT. 40°19'05.968" N
LONG. 104°30'22.721" W



A New Kind of Energy

SCALE: 1"=100'	REVISED BY:	DRAWN BY: MTC
DATE: 7/16/03	DATE REVISED:	BOOK No.: 103001.71
WATKINS		
PATINA OIL & GAS WATKINS 13-1 & 13-5 NW SEC.13 T4N R64W 6TH PM	WELD COUNTY	PROJ. No.