

It is further understood between the parties that in the event it is the desire of Second Party to lay additional gas transmission lines within Sublette County, Wyoming, within the right of way of county roads, or to make crossings of existing or subsequently created roads, such additional grant of right of way and such additional grant of crossing permit may be made by letter agreements executed by both parties hereto. The rights herein granted to Second Party shall continue for so long as facilities shall be maintained with the right of ingress and egress to and from said right of way for the purpose of maintenance, operation, repair, inspection, protection, removal or replacement of the same.

First Party shall not change the contour of the land covered by this grant without consent first had and obtained from Second Party.

When Second Party shall make or cause to be made excavations, or shall place obstructions in any roads or highways covered by this agreement, the public shall be protected by barriers and lights placed thereon, erected and maintained by the Second Party; and in the event of injury to any person or damage to any property by reason of the construction, operation or maintenance of Second Party's gas transmission line, Second Party shall indemnify and save harmless Sublette County from any and all liability in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first hereinabove written.

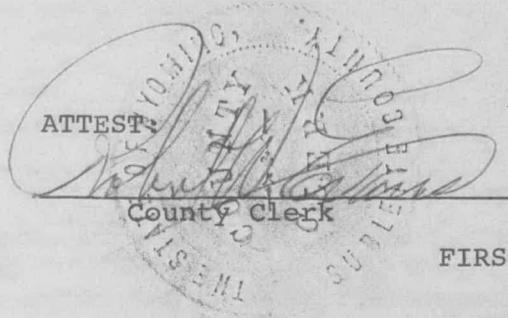
SUBLETTE COUNTY, WYOMING
By Board of County Commissioners

Jake D. Justice
Chairman

Robert W. Miller
Commissioner

Paul C. Hagenauer
Commissioner

ATTEST:



FIRST PARTY