

EASEMENT

For and in consideration of [REDACTED] and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, the undersigned Grantor hereby grants and conveys to Kinder Morgan CO2 Company, L.P., a Texas Limited Partnership whose address is 1001 Louisiana Street, Suite 1000, Houston, TX 77002, ("Grantee"), an:

(i) exclusive perpetual easement, defined as Easement 1 on Exhibit "A", for the installation, construction, maintenance, alteration, repair, replacement, enhancement, modification, reconstruction, operation, and removal of a cluster facility, together with facilities appurtenant thereto, including, but not limited to, buildings, guardrails, fences, above and underground gas (including but not limited to CO2 gas), and water pipelines, electric and phone utilities, separators, tank batteries, dehydrators, meters pumps and any other facilities useful or convenient for Grantees operations, and,

(ii) nonexclusive perpetual easement, defined as Easement 2 on Exhibit "A", for the installation, construction, maintenance and repair of an: (a) access road, not to exceed a width of fifteen (15) feet on each side of center, of the usual (graveled) or customary character, together with the right and privilege to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove: (a) pipelines and appurtenances associated therewith (including but not limited to corrosion control equipment), for the transportation of liquids, gases, solids, or mixtures thereof, and (b) communications and electrical cables and appurtenances associated therewith, on, under, over, or through Tract 46 lying in the SE1/4 of Section 10, Township 38 North, Range 19 West, N.M.P.M., County of Montezuma, State of Colorado (the "Property"). The easement is described as follows:

See Attached Legal Description Exhibit "A"

Kinder Morgan, by acceptance hereof, agrees to bury pipelines so they will not interfere with the ordinary cultivation of the land and also pay Grantor for damages to land, growing crops, livestock, and other improvements on the Property occasioned by Grantee's subsequent installation and construction of pipelines or related fixtures or by any other activities of Grantee in exercising its rights hereunder after the first pipeline(s) have been laid.

The above sum is acknowledged by Grantor as full consideration for the exclusive perpetual easement and for damages to both land and growing crops occasioned by the initial installation of facilities on said easement.

This Easement is subject to the terms and conditions as set forth in that certain Letter Agreement dated February 14, 2014 entered into by and between Grantor and Grantee.

In case of the permanent abandonment of the easement, Grantee shall remove all above ground facilities, except that Grantee shall provide to Grantor the right to retain any fencing and building(s) located upon the easement land, and shall release this easement and all rights herein granted, and including in said release conveyance of any fencing and building(s) if so accepted by Grantor, by recording a Release of Easement, or Release of Easement and Conveyance, whatever the case may be, in the Office of the Montezuma Clerk and Recorder.

To have and to hold the said easement unto the said Grantee, its successors and assigns, so long as the same shall be used or useful for the purposes of the Grantee.

Executed by Grantor this 21st day of February, 2014.

Grantor:

By: Brad E White
Brad E. White

By: Pamela K. White
Pamela K. White

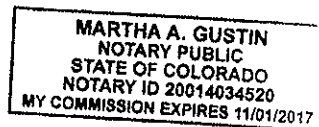
ACKNOWLEDGEMENT BY INDIVIDUAL

State of Colorado)
) ss
County of Montezuma)

The foregoing instrument was acknowledged before me this 21st day of FEBRUARY, 2014, by Brad E. White and Pamela K. White.

WITNESS my hand and official seal.

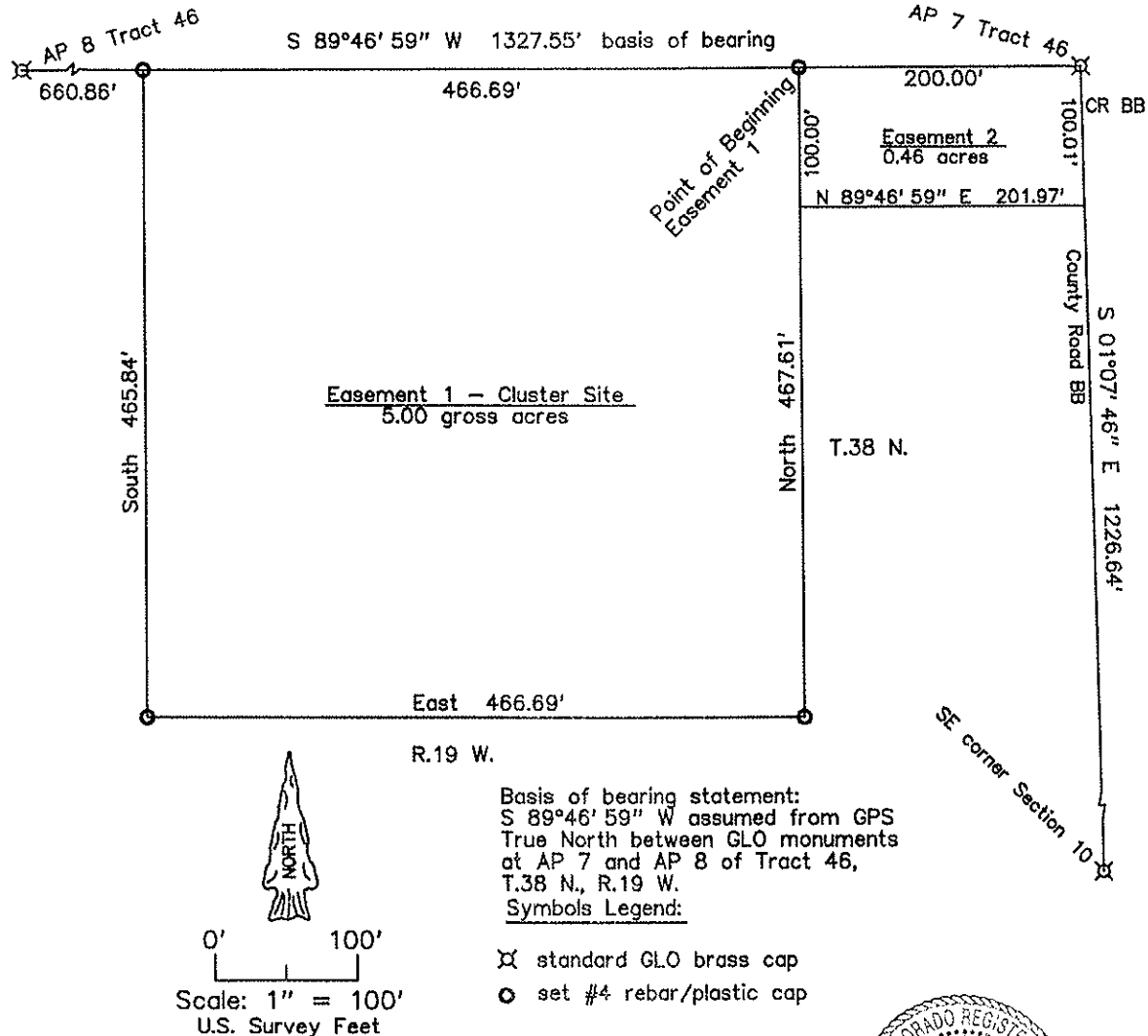
My commission expires: 11-01-17



Martha A. Gustin
Notary Public

Exhibit "A"

Kinder Morgan CO2 Company, LP
CB Cluster Site
Tract 46, SE 1/4 Section 10,
T.38 N., R.19 W., NMPM
Montezuma County, CO



Legal descriptions:

Easements located in that portion of Tract 46 that is situated in the SE 1/4 of Section 10, T.38 N., R.19 W., NMPM, Montezuma County, CO being more particularly described as follows:

Easement 1 - 5.00 acre cluster site

Beginning at a point from which AP 7 of said Tract 46 bears N 89°46' 59" E a distance of 200.00 feet;
thence, S 89°46' 59" E a distance of 466.69 feet, along the North line of said tract 46;
thence, South a distance of 465.84 feet;
thence, East a distance of 466.69 feet;
thence, North a distance of 467.61 feet back to the point of beginning.

Easement 2 - 0.46 acres

Beginning at AP 7 of said Tract 46;
thence, S 89°46' 59" W a distance of 200.00 feet, to the NE corner of said Easement 1;
thence, South a distance of 100.00 feet;
thence, N 89°46' 59" E a distance of 201.97 feet;
thence, N 01°07' 46" W a distance of 100.01 feet, back to the point of beginning.