

STATE OF KANSAS)
)
COUNTY OF HASKELL)

RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration paid by OXY USA Inc., a Delaware corporation, hereinafter called GRANTEE, the receipt and sufficiency whereof are hereby acknowledged, and **Wayne E. Miller**, hereinafter called GRANTOR, whether one or more, do hereby grant and convey to GRANTEE, its successors and assigns, a right of way and easement for the right, privilege and authority to construct, lay, install, operate, inspect, maintain, repair, replace, in whole or in part, with the same size or larger or smaller pipe, and remove a pipeline for the transportation of oil, gas, condensate, distillate or water, or combinations or products of any one or more of said substances, together with such drips, traps, valves, meters, meter houses, pumps, fittings, connections, cathodic and other protection equipment, and such other equipment and facilities as are used or useful in the use, operation and maintenance of pipeline, over or through that certain land situated in Haskell County, State of Kansas, to-wit:

Township 30 South, Range 32 West, 6th P.M.

Section 14: NE/4 (Northeast-Quarter)

A right-of-way 50 feet in width for construction, reverting to a 30 feet in width for a permanent easement, with the pipeline being located in the center of such easement.

More fully described in "Exhibit A" attached

together with the rights of ingress and egress to and from said lines and installation and the route or locations there over and across said lands and the adjacent lands of GRANTOR, with the right to use existing roads, for each and all of said purposes.

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, until said right of way or easement or any one or more of said rights or privileges are used or exercised, and for so long thereafter as any one or more of said rights or privileges are exercised, or any line, structure or facility installed hereunder is used or remains thereon.

Any replacement line may be of the same size or smaller or larger pipe than that used in any line previously laid hereunder and may carry or be operated under less or greater pressure than any line previously laid hereunder. A replacement line shall not be considered an additional line.

The pipeline constructed under this agreement shall be buried so that it will not interfere with ordinary cultivation. Neither party shall diminish or reduce the soil cover over said pipeline without prior written consent of the other party.

GRANTEE shall pay for damages to crops, fences, livestock and other personal property of GRANTOR caused by GRANTEE in constructing, operating, repairing or removing said lines.

This agreement and the right of way and easement and rights and privileges granted hereby, or any line laid or constructed hereunder, may be assigned or conveyed by GRANTEE, its successors and assigns, in whole or in part, or in undivided interests, vesting in any such assignee any and all rights, interests and estates so assigned and leaving in GRANTEE, its successors and assigns, all rights, interests and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately, as the assignment may provide.

GRANTOR reserves the right to the full use and enjoyment of said premises subject to the rights above granted and as the same may be necessary for the purposes herein granted; provided that GRANTOR shall not construct over any line or lines of GRANTEE any structures, improvements, lakes or ponds of a nature such as to interfere with the rights hereby granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS THE EXECUTION HEREOF this 21 day of July, 2008.

Wayne E. Miller

By: Wayne E. Miller

Title: Owner

STATE OF KANSAS }
HASKELL COUNTY } SS 116.012

This instrument was filed for record

July 28 20 08

at 12:15 o'clock P. M and recorded in Vol. 192

on page 478-480

Condy Hufkin
Register of Deeds Am



UNIFORM RECOGNITION OF ACKNOWLEDGMENTS ACT

(CORPORATION)

STATE OF Indiana)
COUNTY OF Vanderburgh)

The foregoing instrument was acknowledged before me this 21st day of July, 2008, by _____, of _____, a _____ corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

(CORPORATION)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, of _____, a _____ corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

(INDIVIDUAL)

STATE OF Indiana)
COUNTY OF Vanderburgh)

The foregoing instrument was acknowledged before me this 21st day of July, 2008, by Wayne E. Miller.

My Commission Expires:

4-23-14

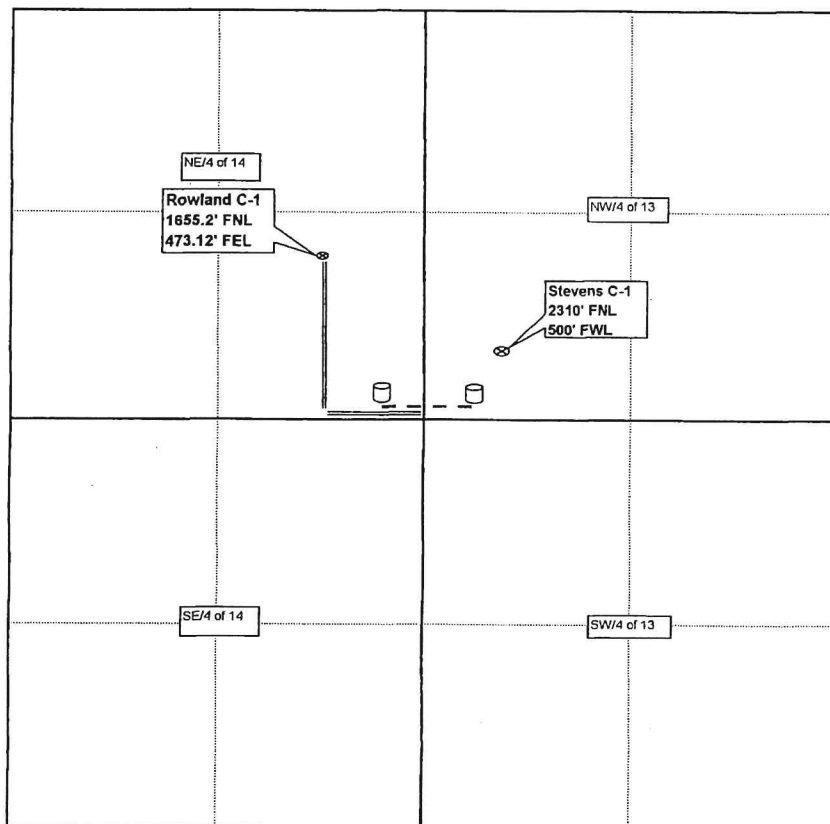
Lyn R. Jones
Lyn R. Jones

Notary Public

LYN R. JONES
Resident of Vanderburgh County, IN
Commission Expires: April 23, 2014

Well Name Exhibit A - Stevens C-1 well connect Date 7/15/2008
Section 14 & 13 Township 30s Range 32w County Haskell State Ks
Area Sublette Asset Measured by

N
↑
↓
S



Stevens C-1 Well Connect

Install a 4" poly pipeline from the Steven C-1 Tank Battery Site to the Rowland C-1 Meter station

Pipeline will bore County Road "RR"

Right of Way only needed for the NE/4 of Sec: 14-T30S-R32W in Haskell County KS