



PIPELINE EASEMENT

Line: State 29—15—32—15

KNOW ALL MEN BY THESE PRESENTS:

That Montana State University — Montana Agricultural Experiment Station c/o Northern Agricultural Research Center, Star Route 36 Box 43 Havre, MT 59501 hereinafter referred to in the singular as “Grantor” for and in consideration of the sum of Four Hundred-Twenty-Six and 51/100ths Dollars (\$426.51) and other valuable considerations, does hereby grant, convey and warrant unto OCEAN ENERGY, INC. having its’ principal operational office at 1001 Fannin, Suite 1600 — Houston, TX 77002-6794, hereinafter referred to in the singular as the “Grantee”, and to its’ successors and assigns, the exclusive right, privilege and easement to survey, construct, maintain and operate a natural gas pipeline and appurtenances thereto on, over, under, across and through a strip or strips of land as shown on Exhibit(s) “A” attached hereto and made a part hereof, said strip and/or strips being described as follows:

CENTERLINE DESCRIPTION DESCRIBED IN SURVEYOR’S PLAT (Section 29 of Township 32 North, Range 15 East, MPM, Hill County, Montana), ATTACHED HERETO AND MADE A PART HEREOF.

(This Easement includes the right to install a meter station as well as the pipeline)

TO HAVE AND TO HOLD unto said Grantee, its’ successors and assigns, together with the right of ingress and egress from said land, for the purpose of constructing, operating, inspecting, repairing, maintaining, and replacing, re-sizing, or removing the property of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor shall have the right to construct water, utility or other lines upon and under the easement strips herein granted, provided, however, that Grantor shall not construct or permit to be constructed anything upon the easement strip which would interfere with the Grantee’s exercise of the rights hereby created.

IT IS FURTHER AGREED, as follows:

- (1) That the Grantee will bury all line pipe to a sufficient depth so as not to interfere with the ordinary use and cultivation of the soil by the Grantor.
- (2) That the Grantee will pay for any damages to Grantor’s growing crops, grasses, trees, shrubbery, fences, buildings, flowing waters, springs, reservoirs, or livestock, caused directly or indirectly by the construction, maintenance, operation or removal of Grantee’s facilities, said damages to growing crops and grasses to be determined by the mutual agreement of the Grantee and the Grantor. Provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee’s facilities.
- (3) That Grantee will restore the surface to its’ original contour as nearly as practical, including the moving or burying of all newly exposed rocks, all to the reasonable satisfaction of the Grantor, and will replace or rebuild to the reasonable satisfaction of the Grantor, or of its’ representative, any and all damaged fences and parts of all drainage or irrigation systems; the damage to which will be occasioned by the construction, maintenance, operators or removal of said pipeline under and through the above described lands.
- (4) That in the event Grantor suffers a crop deficiency within two (2) years after completion of construction of said pipeline, its’ operation, maintenance or removal upon the easement herein granted, as compared to crops adjacent to or in close proximity with said easement, Grantee agrees to pay for any such crop deficiency occasioned by Grantee’s construction, operation, maintenance or removal activities as determined by evidence provided by Grantor; provided that Grantor notified Grantee in writing at least thirty (30) days prior to harvest, in order that the grantee may view and verify the condition of the growing crops.

119-2301-20503
attachment-19 2

Pipeline Easement Page Two.

- (5) That the balance of the consideration due from Grantee to grantor, if any, as provided for in Paragraph 2 above, shall be paid when the Grantee's pipeline is constructed, and upon demand by the Grantor.
- (6) That in the event Grantee ceases to use all or any part of the easement for the purposes herein granted for a period of two (2) years, all right to all of that part not used for a period of two (2) years, shall revert to the Grantor; provided Grantee shall have a reasonable time after said two (2) years to remove Grantee's facilities and restore the surface.
- (7) That the right of ingress and egress granted herein is limited to the above described easement and does not include the right of ingress and egress to any part of Grantor's other lands. Upon commencing construction, repair, maintenance or removal of said pipeline, Grantor shall be given reasonable notice, either oral or written, when the initial entry shall be made.
- (8) That this instrument may be executed in counterparts, and that Grantor shall receive payment hereunder in such proportion as to its' respective interest bears to the fee simple title. -..
- (9) That the rights of the Grantee may be assigned in whole or in part.
- (10) That this instrument, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

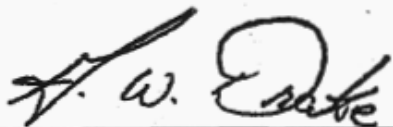
DATED this _____ day of _____, 2003.

MONTANA STATE UNIVERSITY -
Montana Agricultural Experiment Station -
c/o Northern Agricultural Research Center

GRANTEE:

OCEAN ENERGY, INC.

By:



G. W. Drake
Production Foreman

Chairman

ACKNOWLEDGMENT

STATE OF Montana)

ss.

County of _____)

This instrument was acknowledged before me on _____, 2003 by

[Name(s) of Person(s)]

as

Chairman

[Type of Authority, e.g., officer, trustee, partner, attorney-in-fact]

of MONTANA STATE UNIVERSITY – Montana Agricultural Experiment Station – c/o Northern Agricultural Research Center.

(Signature)

(Printed Name of Notary)

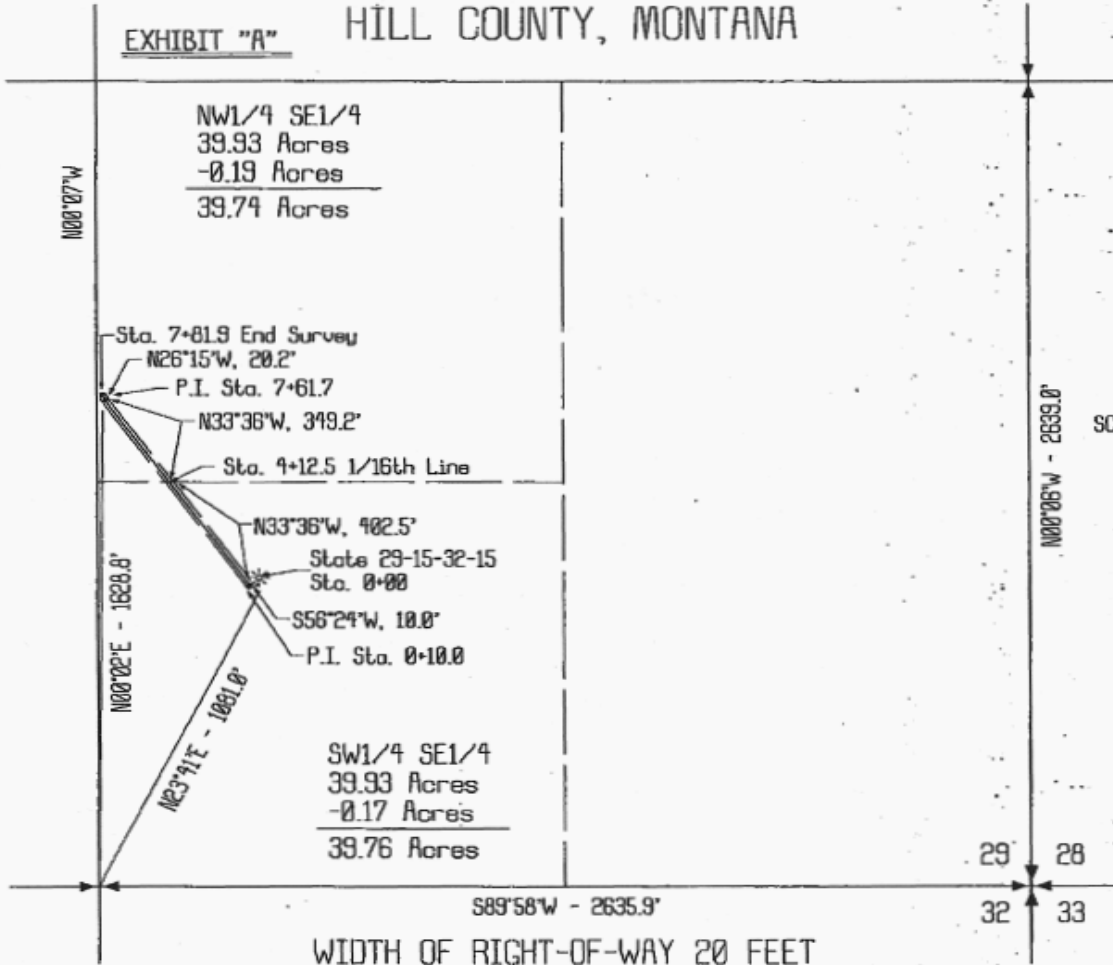
Residing at _____

My commission expires _____

119-2301-R0503
attachment - p 3

W1/2 SE1/4, SECTION 29, T.32N., R.15E., P.M.M.

EXHIBIT "A" HILL COUNTY, MONTANA



WIDTH OF RIGHT-OF-WAY 20 FEET
10 FEET EACH SIDE OF CENTERLINE DESCRIBED

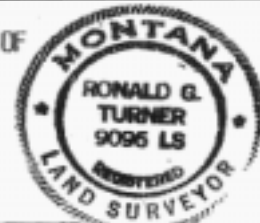
- NOTES: 1. SURVEY STATIONS SHOWN ARE HORIZONTAL CHAINING STATIONS.
2. BASIS OF BEARINGS - GEODEDIC NORTH USING RTK GPS

CENTERLINE DESCRIPTION

Beginning at Station 0+00 at the State 29-15-32-15 wellhead in the SW1/4 SE1/4 of Section 29, T.32N., R.15E., P.M.M., said Station 0+00 being N23°41'E, 1081.0 feet from the South Quarter Corner of said Section 29; Thence S56°24'W, 10.0 feet to P.I. Station 0+10.0; Thence N33°36'W, 402.5 feet to Station 4+12.5 on the South 1/16th Line of said Section 29; Thence continuing N33°36'W, 349.2 feet to P.I. Station 7+61.7; Thence N26°15'W, 20.2 feet to Station 7+81.9 and End of Survey. Said Station 7+81.9 being N00°02'E, 1628.8 feet from the South Quarter Corner of said Section 29. Located in Hill County, Montana and containing 47.39 lineal rods.

SURVEYOR'S AFFIDAVIT

I, RONALD G. TURNER, A REGISTERED LAND SURVEYOR IN THE STATE OF MONTANA, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION ACCURATELY SHOW THE TRUE LOCATION OF A 20 FOOT RIGHT-OF-WAY EASEMENT FOR A NATURAL GAS PIPELINE.



Ronald G. Turner
RONALD G. TURNER, MONT. REG. NO. 9896LS

DATE: 4-13-03