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NATRONA COUNTY CLERK, WY
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KINDER MORGAN

895899

SPECIAL WARRANTY DEED

KINDER MORGAN, INC., a Kansas corporation with an address of 370 Van Gordon, P. O. Box 281304, Lakewood, Colorado 80228 - 8304 (formerly known as K N Energy, Inc., Kansas Nebraska Natural Gas Company, Inc., Kansas Pipeline & Gas Co. and successor in interest to Northern Gas Company, by merger), successor in interest to North Central Gas Company, successor in interest to Northern Utilities, Inc., ("GRANTOR"), County of Jefferson and State of Colorado, for and in consideration of Five Dollars ($5.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to KM UPSTREAM LLC., a Delaware limited liability company ("GRANTEE"), whose legal address is 370 Van Gordon, P.O. Box 281304-8304, Lakewood, Colorado 80228-8304 of the County of Jefferson and State of Colorado, the parcels of real estate situated in Natrona County, Wyoming (the "Property"), together with all of Grantor's right, title and interest, if any, in and to (i) all improvements located on the Property, and (ii) all and singular, the rights and appurtenances pertaining to the Property as more particularly described on Exhibit "A" and subject to certain use restrictions and restrictive covenants as more particularly described on Exhibit "B", both attached hereto and made a part hereof.

This conveyance is subject to all matters recorded in the real property records of Natrona County, Wyoming and all matters that would be revealed by a current, on the ground survey of the Property.

Grantor warrants the title against all persons claiming by, through or under the Grantor but not otherwise.

Signed this 24 day of September, 2010.

GRANTOR(S):
KINDER MORGAN, INC.

By: _____

Name: Joseph Listengart
Vice President

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24 day of September 2010, by JOSEPH LISTENGART, AS VICE PRESIDENT OF KINDER MORGAN, INC.
Witness my hand and official seal.
My commission expires: 5/20/2013

Andre' Massey
Notary Public

ANDRE MASSEY
Notary Public, State of Texas
My Commission Expires
May 20, 2013

Fee / CO-000039-000

EXHIBIT "A"

Attached to and made a part of that certain Special Warranty Deed dated Sept. 24, 2010 by and between Kinder Morgan, Inc., as Grantor, and KM Upstream LLC, as Grantee.

Parcel 1 –

A portion of the Northwest Quarter of the Southwest Quarter (NW/4SW/4) of Section 5, Township 33 North, Range 78 West of the 6th P.M., described, as follows:

Beginning at a point which is the intersection of the west boundary of Section 5, T33N, R78W, 6th P.M., and the south boundary of the Chicago, Burlington & Quincy Railroad Company right of way and bears South 0° 15' West 151 feet from the west quarter corner of said section, township and range, thence running South 86° 21' East 551.1 feet, along the south boundary of the C. B. & Q right of way, thence South 0° 15' West 815.5 feet to the north boundary of the Chicago & North Western Railway Company right of way, thence North 81° 29' West 555.9 feet along said north boundary of the C. & N. W. right of way to the west boundary of Section 5, T33N, R78W, 6th P.M., thence North 0° 15' East 768.3 feet along said west boundary of said Section 5 to the point of beginning, containing 10 acres, more or less.

SAVE AND EXCEPT:

A strip of land 136.0 feet wide along the south boundary of a ten acre tract of land in the NW/4SW/4 of Section 5, T33N – R78W of the 6th P.M., described as follows:

The strip of land hereby conveyed and quit claimed being all that portion of the above described ten acre tract as follows:

Beginning at a point which is the intersection of the west boundary of Section 5 and the north boundary of the Chicago, Burlington & Quincy Railroad Company right of way, which point bears S 0° 15' W a distance of 919.3 feet, more or less, from the west quarter corner of said Section 5, thence running N 0° 15' E along the west boundary of said Section 5 for a distance of 137.4 feet; thence running S 81° 29' E for a distance of 555.9 feet parallel to the north boundary of the Chicago & North Western Railway Company right of way and 136.0 feet northerly thereof when measured at right angles thereto, to a point on the east boundary of said ten acre tract; thence running S 15° W for a distance of 137.4 feet to appoint on the north boundary of said railway company right of way; thence running N 81° 29' W, along the north boundary of said railway company right of way for a distance of 555.9 feet to the point of beginning.

Said strip of land containing 1.74 acres, more or less of which approximately 1.28 acres are contained in the right of way of the present highway.

Parcel 2 –

A tract of land in the Northwest Corner of said N/2SW/4 of Section 5, Township 33 North, Range 78 West of the 6th P.M., said tract being more particularly described, as follows:

Beginning at the Northwest Corner of said N/2SW/4 of Section 5, running thence S 0° 15' W., 151 feet along the west boundary of Section 5 to a point on the south boundary of the right of way for C. B. & Q. RR., which point is the Northwest Corner of the North Central Gas Co.'s tract, thence S 86° 33' E., 549.7 feet along said railroad right of way boundary to an iron pin marking the northeast corner of said Gas Co.'s tract, thence S 0° 15' W., 314.0 feet along the east boundary of said Gas Co.'s tract to a ½" steel reinforcing rod marking the Northwest Corner of the tract being described, thence S 81° 33' E., 800.0 feet along a line parallel to the north boundary of

the State Highway U S 20, to a ½" reinforcing rod marking the Northeast Corner of said tract being described, thence S 0° 15' W., 400.0 feet to a ½" reinforcing rod on the north boundary of the 100 feet wide right of way for State Highway U S 20, marking the Southeast Corner of the tract being described, thence N 81° 33' W., 800.0 feet along said highway right of way to an iron pin on the east boundary of the Gas Co.'s tract, marking the Southwest Corner of the tract being described, thence N 0° 15' E., 400.0 feet along the east boundary of the Gas Co.'s tract to the above described Northwest Corner of the tract being described, situated in the County of Natrona, State of Wyoming.

Parcel 3 –

Commencing at the West Quarter Corner of Section 5, Township 33 North, Range 78 West of the 6th P.M., Natrona County, Wyoming, thence South 0° 15' West, 151.0 feet to a point, thence South 86° 33' East, 549.7 feet to the point of beginning, said point being situated at the Northeasterly Corner of the North Central Gas Company's tract and also a point of the southerly right of way line of the Chicago Burlington and Quincy Railroad, thence South 86° 19' East, 793.7 feet along the southerly right of way line of said railroad to a point, thence South 0° 15' West, 381.5 feet to a point, thence North 81° 33' West, 800 feet to a point, situated on the easterly boundary of the North Central Gas Company's tract, thence North 0° 15' East, 314.7 feet along said boundary to the point of beginning, containing 6.36 acres.

Parcels 1, 2 and 3 comprise the "Property" and contain 21.97 acres, more or less.

EXHIBIT "B"

NOTICE OF USE RESTRICTIONS AND RESTRICTIVE COVENANTS

Attached to and made a part of that certain Special Warranty Deed dated Sept. 24, 2010 by and between Kinder Morgan, Inc., as Grantor, and KM Upstream LLC, as Grantee

1. The Property is presently zoned heavy industrial pursuant to the 2000 Natrona County Zoning Resolution. KM Upstream LLC does hereby agree and sets forth that said Property shall not be used for any other purpose than heavy industrial as set forth in the Natrona County Zoning Resolution.

2. The groundwater under or on the Property shall not be used for any use or purpose, except for monitoring of groundwater elevations and periodic sample collection, without the express approval of KM Upstream LLC, the United States and the State.

3. If any excavation into or through the ground surface at the Property is conducted and soil is going to be sent off site for any reason, the soil will not be disposed of, applied or used at property zoned for residential use unless it is tested in accordance with an EPA or Wyoming DEQ approved methodology and shown to be safe for residential use.

4. The Property shall not be used for any purpose that may cause or result in a violation of any federal, state, or local laws, ordinances, or regulations related to environmental conditions and contaminants on or under the Property.

5. The Property shall not be used for any purpose that is determined to create, cause, or result in risk to human health or the environment related to environmental conditions and contaminants on or under the Property as determined by the United States, State, or any other governmental agency having jurisdiction over the Property.

6. The Property shall not be used for any purpose inconsistent with any existing remedy agreement, decision document or other applicable agreement or document or decree or order, or for any purpose that interferes with the implementation or completion of any response actions required thereby.

7. The restrictions which are imposed upon this Property shall run with the land and be binding upon KM Upstream LLC and its successors, assigns, future owners, future lessees, sub lessees and occupants of the Property, including persons who take title to the Property as heirs, and their invitees, guests, agents, employees or persons acting under their control or direction. The restrictions are imposed for the purpose of protecting the public health and the environment and to prevent interference with the performance and maintenance of any response actions required by the United States, State and any other governmental agencies having jurisdiction over the Property.

8. KM Upstream LLC, on behalf of itself and its successors, transferees and assigns, does hereby agree that the United States and the State, their successors and assigns shall have the right to enforce any and all terms contained herein.

9. The restrictions on the use of the Property may not be modified, amended or terminated by KM Upstream LLC, its successors, transferees and assigns, without written approval of the United States or the State. In the event that KM Upstream LLC conveys, transfers or assigns all or any part of its right, title and interest in and to the Property, KM Upstream LLC, the United States, and the State shall have the retained and reversionary right to enforce the terms and conditions hereof.

10. KM Upstream LLC agrees that in the event of KM Upstream LLC's default or non-compliance with the terms of this Notice of Use Restrictions and Restrictive Covenants, the United States and the State shall have the right of specific performance of this instrument and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

11. It is KM Upstream LLC's intent that this Property be encumbered by this Notice of Use Restrictions and Restrictive Covenants and that such restrictions run with the land and are enforceable by the United States and the State for the benefit of the public.

12. This Notice of Use Restrictions and Restrictive Covenants shall be interpreted in all respects in accordance with the laws of the State of Wyoming, resolving any ambiguities and questions of the validity of specific provisions so as to favor restricting use of the Property to uses that are protective of human health and the environment and that will not interfere with the performance and maintenance of

any response actions required by the United States, State, or any other governmental agencies having jurisdiction over the Property.

13. If any provision of this Notice of Use Restrictions and Restrictive Covenants, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Notice of Use Restrictions and Restrictive Covenants, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.