

RIGHT OF WAY AGREEMENT

The undersigned Grantor (whether one or more) for and in consideration of ten dollars \$10.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto **Redstone Gas Partners, LLC**, a Colorado Corporation, hereinafter referred to as "Grantee", whose address is **1999 Broadway, Suite 2250, Denver, Colorado 80202**, its successors, assigns, lessees, licensees and agents a perpetual easement and the right to construct, reconstruct, operate, maintain and remove such pipeline from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

Township 56 North, Range 83 West, 6thPM
Section 32: Part of the NW1SW4

Sheridan County, Wyoming

more particularly described on surveyor's plat attached hereto as
Exhibit "A" and by this reference made a part hereof.

Grantee shall have the right of ingress and egress to and from the above described easement, the right to clear and keep cleared all trees and other obstructions as may be necessary. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights herein granted. The Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted. In the case where power needs to be brought to the easement described in this document, the local power company, by mention will have the right to co-exist for the sole purposes of providing power to Grantee's facilities. The rights, conditions and provisions of the easement shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. Any claim, controversy or dispute arising out of this agreement shall be settled by arbitration in accordance with the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located and the cost of this service will be paid by the party that has been ruled against.

This right of way agreement is subject to a surface damage agreement, which is to run with the right of way agreement. A copy of said Surface Damage Agreement is in the possession of the parties and should be consulted for specifics.

DATED this 20th day of August, 1998.

Grantor:

Corlies Clayburgh
Corlies Clayburgh

Marie Clayburgh
Marie Clayburgh

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }
 } ss.
COUNTY OF SHERIDAN }

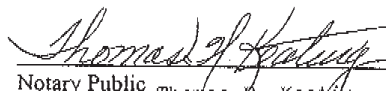
On this 20th day of August, 1998, before me personally appeared

Corlies Clayburgh & Marie Clayburgh, husband & wife

known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he (she, they) executed the same.

MY COMMISSION EXPIRES:

5-15-00


Notary Public Thomas F. Keating

Residing at: Billings, MT

EXHIBIT "A"TWENTY (20) FOOT WIDE PIPELINE EASEMENT

A twenty (20) foot wide pipeline easement located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, T56N, R83W, of the 6th. P.M., Sheridan County, Wyoming, said twenty (20) foot wide pipeline easement being ten (10) feet on either side of the following described centerline:

Commencing at an existing stone marking the $\frac{1}{4}$ corner between Section 31, T56N, R83W, and said Section 32;

thence N88°36'23"E along the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 32 a distance of 1184.21 feet to the point of beginning of said centerline of said twenty (20) foot wide pipeline easement;

thence S73°36'50"E a distance of 116.70 feet to a point;

thence S07°48'51"E a distance of 514.91 feet to the point of ending of said centerline of said twenty (20) foot wide pipeline easement, said point of ending lying on the South line of the Clayburgh property.

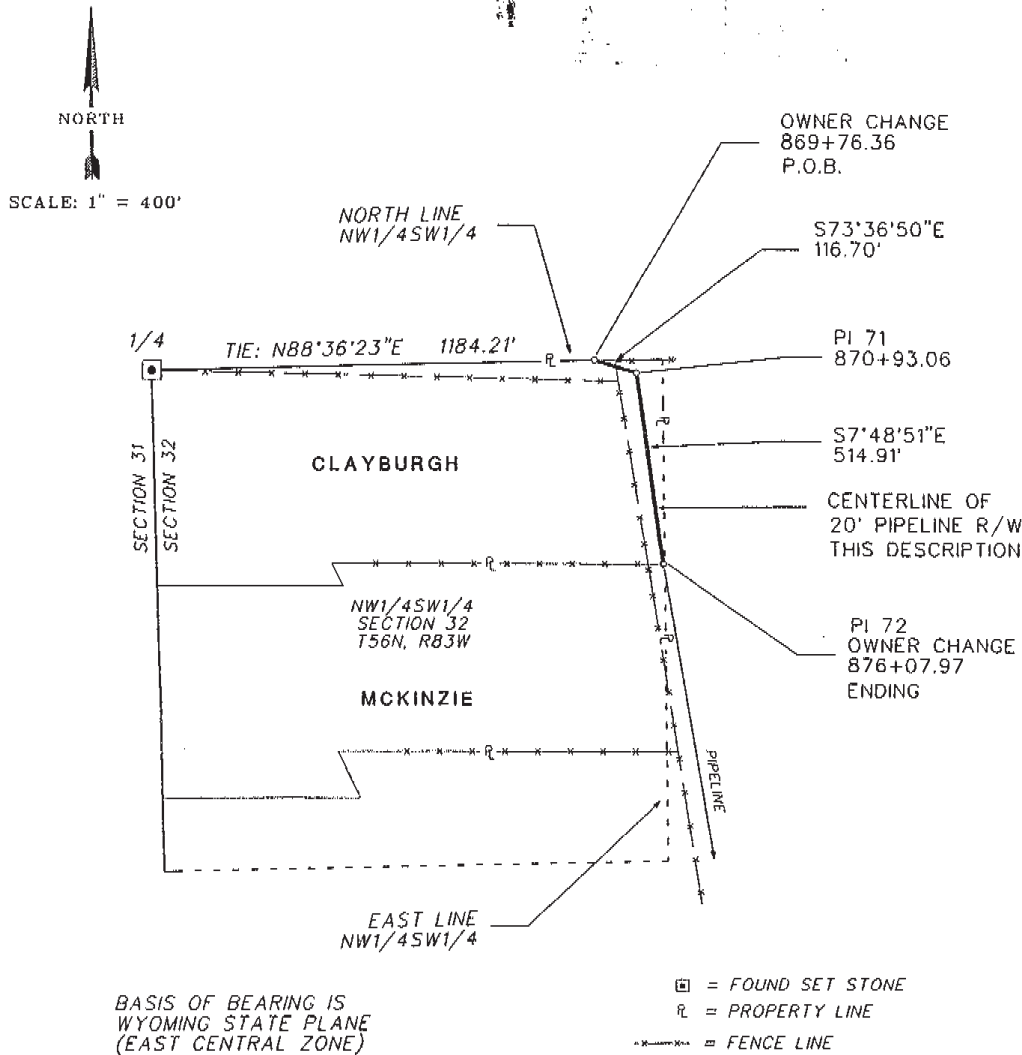
Extending and shortening the side lines of said twenty (20) foot wide pipeline easement so as to terminate at said North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 32 at the beginning and at said South line of said Clayburgh property at the ending.

Basis of bearing being Wyoming State Plane (East Central Zone).

Said centerline of said twenty (20) foot wide pipeline easement being 38.3 rods in width.

CERTIFICATE OF SURVEY

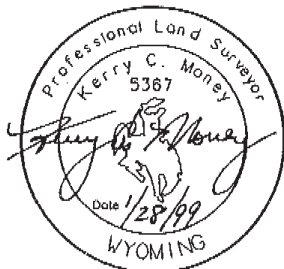
A 20 FOOT WIDE PIPELINE RIGHT-OF-WAY EASEMENT
LOCATED IN THE NW1/4SW1/4 OF SECTION 32,
T56N, R83W, OF THE 6th P.M., SHERIDAN COUNTY, WYOMING



CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF JOHNSON) ss

I, **Kerry C. Money**, a duly registered Land Surveyor
in the State of Wyoming, do hereby certify that this certificate
was prepared from notes taken by me during an actual field
survey in November of 1998, and that it represents the location
of the pipeline easement as it exists on the ground.



CLAYBURGH EASEMENT

FOOTAGE = 631.61

RODS = 38.3

R/W WIDTH = 20'

NOTE: EASEMENT IS 10 FEET
EITHER SIDE OF CENTERLINE
AS SHOWN.



P.O. Box 1004
Buffalo, WY 82834

Prepared For: Redstone Gas Partners
Project No: 98-120
Date Drawn: 1/25/1999
Drawn By: KCM
File Name: REDPIPE5.GCD