

**GAS PIPELINE
RIGHT OF WAY AGREEMENT**

The undersigned Grantor(s) 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 nonexclusive easement and the right to construct, operate, maintain and remove a natural gas and methane gas pipeline upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

A right of way across:

Township 57 North, Range 83 West, 6th P. M.

Section 29: SW4SE4

Section 32: E2

Section 33: W2

Township 56 North, Range 83 West, 6th P. M.

Section 5: Lots 1, 2, 3, 4, S2N2, SE4

Section 8: NE4

Section 9: W2

Section 16: Portions of NW4 & NW4NE4

Section 20: E2, SW4

Section 21: S2NW4, SW4, Portions of NE4NW4 & W2NE4

Section 29: ALL

Section 32: NW4

Section 31: NE4

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 in accordance with the surface damage agreement, 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, and to grant such rights to others. 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.

If Grantee fails to use the pipeline for transportation of gas any 24 consecutive months period, then and in that event, this Right-of Way shall be deemed abandoned and this Right-of Way Agreement shall automatically terminate and be of no further legal force or effect.

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 2nd day of September, 1998.

A C Ranch, Inc., a Wyoming Corporation

By: Paul Koltiska
Paul Koltiska, President

83-0233245
Tax ID Number

ATTEST: John Koltiska
John Koltiska, Secretary

ACKNOWLEDGMENT FOR CORPORATION

STATE OF WYOMING }
 } ss.
COUNTY OF SHERIDAN }

On this 2nd day of September, 1998, before me personally appeared Paul Koltiska known to me to be the President of A C Ranch, Inc., a Wyoming Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

MY COMMISSION EXPIRES:

6-27-1999

[Signature]
Notary Public

Residing at: Billings, MT



EXHIBIT "A"TWENTY (20) FOOT WIDE PIPELINE EASEMENTParcel No. 1

A twenty (20) foot wide pipeline easement located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32 and the W $\frac{1}{2}$ of Section 33, T57N, R83W, and the E $\frac{1}{2}$ of Section 5, the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 8, the W $\frac{1}{2}$ of Section 9, and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 16, 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 aluminum capped rebar stamped LS 5367 marking the North $\frac{1}{4}$ corner of said Section 32;

thence N89°43'08"E along the North line of said Section 32 a distance of 2255.40 feet to the point of beginning of said centerline of said twenty (20) foot wide pipeline easement;

thence S14°41'02"E a distance of 59.12 feet to a point;

thence S46°55'11"E a distance of 1680.80 feet to a point;

thence S51°13'41"E a distance of 1305.90 feet to a point;

thence S22°27'53"E a distance of 971.36 feet to a point;

thence S04°07'10"E a distance of 2935.13 feet to a point

thence S06°05'04"E a distance of 2348.16 feet to a point;

thence S14°40'36"W a distance of 1590.27 feet to a point;

thence S15°08'16"E a distance of 383.56 feet to a point;

thence S31°17'38"E a distance of 307.26 feet to a point;

thence S46°35'55"E a distance of 148.35 feet to a point;

thence S36°26'20"E a distance of 1317.53 feet to a point;

thence S05°28'59"E a distance of 137.03 feet to a point;

thence S07°29'05"W a distance of 756.63 feet to a point;

thence S02°55'23"E a distance of 483.42 feet to a point;

thence S46°53'47"E a distance of 654.52 feet to a point;

thence S11°38'38"E a distance of 256.56 feet to a point;

thence S10°41'58"E a distance of 1618.72 feet to a point;

thence S21°07'46"E a distance of 339.89 feet to a point;

thence S22°07'12"E a distance of 604.66 feet to a point;

thence S45°49'20"E a distance of 1577.85 feet to the point of ending of said centerline of said twenty (20) foot wide pipeline easement, said point lying on the northwesterly line of the Burlington Northern & Santa Fe Railway Company 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 Section 32 at the beginning and at said northwesterly line of the Burlington Northern & Santa Fe Railway Company property at the ending.

Basis of bearing being N89°43'08"E between said aluminum capped rebar stamped LS 5367 marking said North ¼ corner of said Section 32 and an aluminum capped rebar stamped LS 5367 marking the northeast corner of said Section 32.

Said centerline of said twenty (20) foot wide pipeline easement being 1180.4 rods in length.

Parcel No. 2

A twenty (20) foot wide pipeline easement located in the N½ and the NW¼SW¼ of Section 21, the SE¼ of Section 20, the N½ and the SW¼ of Section 29, the E½NE¼ of Section 31, and the W½NW¼ 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 the ¼ corner between Section 8 and Section 17, T56N, R83W, said corner being witnessed by an existing aluminum capped rebar stamped LS 2615 being 30 feet East of said ¼ corner between said Sections 8 and 17;

thence S42°04'37"E a distance of 7953.39 feet to the point of beginning of said centerline of said twenty (20) foot wide pipeline easement, and said point of beginning lying on the centerline of Wildcat Road (County Road No. 84);

thence S01°28'28"E a distance of 313.33 feet to a point;

thence S12°05'34"W a distance of 31.80 feet to a point;

thence S39°27'57"W a distance of 33.70 feet to a point;

thence S53°27'49"W a distance of 1771.96 feet to a point;

thence S39°32'59"W a distance of 1798.23 feet to a point;

thence S41°55'45"W a distance of 5043.78 feet to a point;

thence S43°07'32"W a distance of 535.07 feet to a point;

thence S30°23'25"W a distance of 1264.40 feet to a point;

thence S16°59'47"W a distance of 2030.92 feet to a point;

thence S20°45'20"W a distance of 1318.75 feet to a point;

thence S11°43'12"E a distance of 1362.70 feet to a point;

thence S73°36'50"E a distance of 998.35 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 NW¼ of said Section 32.

Extending and shortening the side lines of said twenty (20) foot wide pipeline easement so as to terminate at said centerline of said Wildcat Road (County Road

11/16

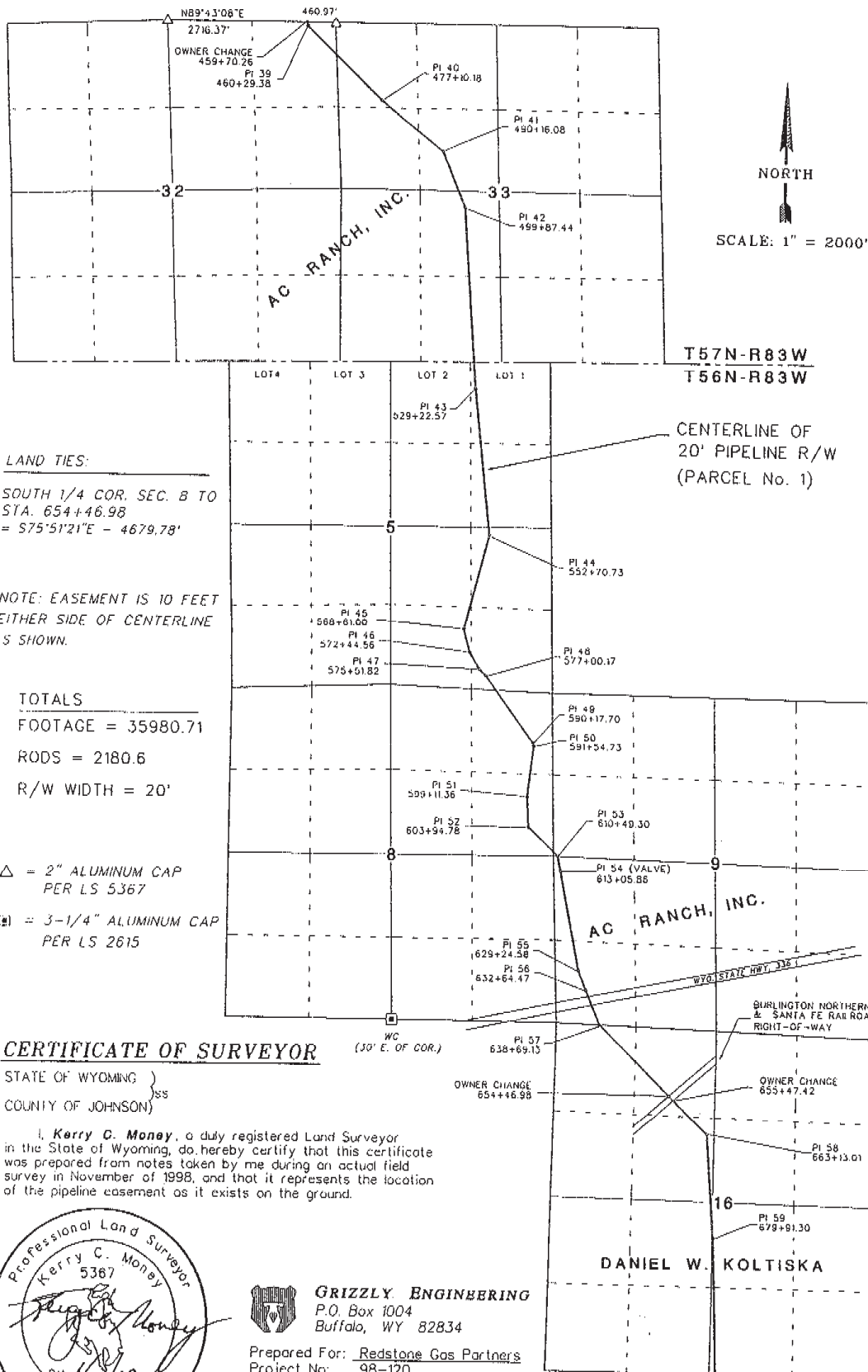
No. 84) at the beginning and at said South line of said NW¼ of said Section 32 at the ending.

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

Said centerline of said twenty (20) foot wide pipeline easement being 1000.2 rods in length.

CERTIFICATE OF SURVEY

A 20 FOOT WIDE PIPELINE RIGHT-OF-WAY EASEMENT LOCATED IN THE NE1/4NE1/4 OF SECTION 32 & W1/2 OF SECTION 33, T57N, R83W, AND E1/2 OF SECTION 5, E1/2NE1/4 OF SECTION 8, W1/2W1/2 OF SECTION 9, & N1/2NW1/4 OF SECTION 16, T56N, R83W, OF THE 6th P.M., SHERIDAN COUNTY, WYOMING.

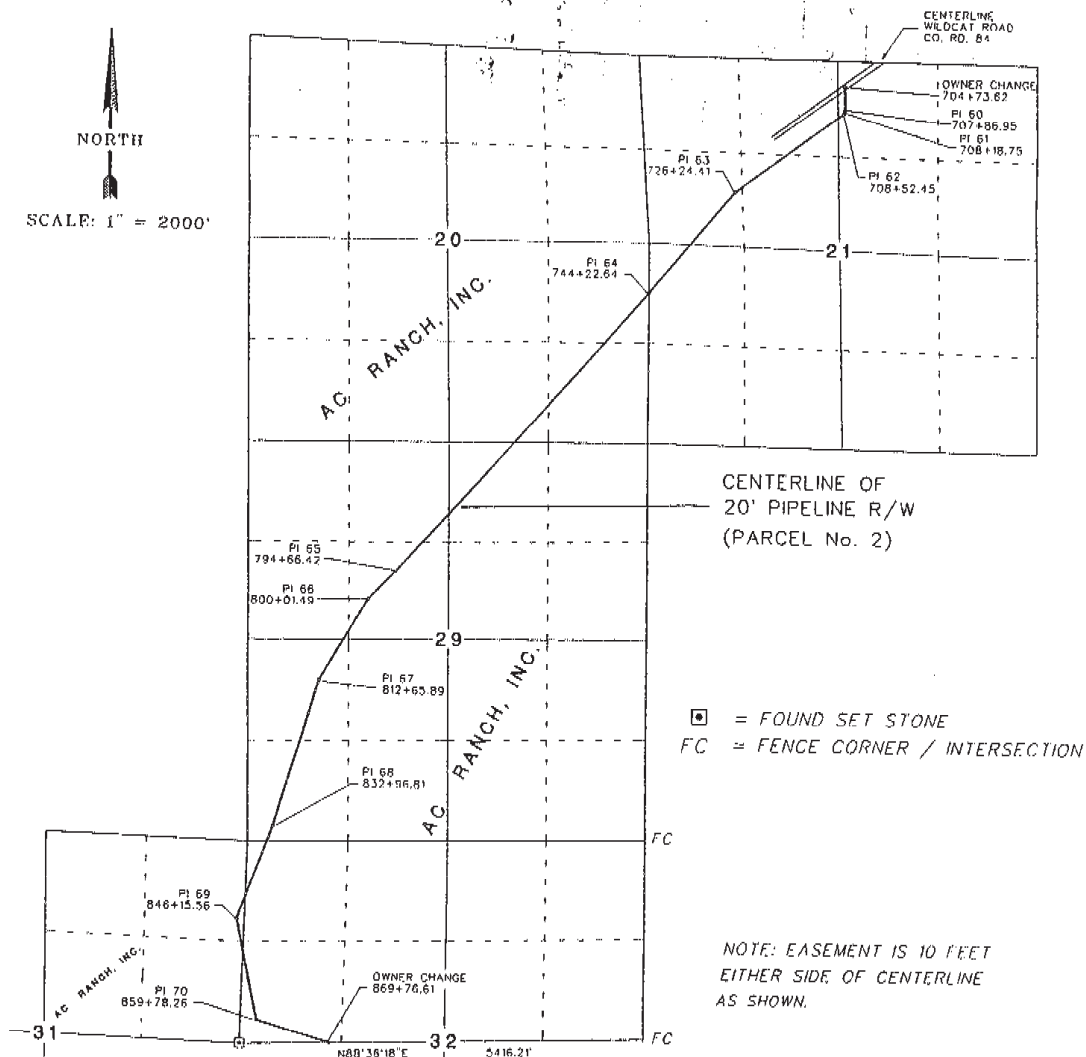


CERTIFICATE OF SURVEY

A 20 FOOT WIDE PIPELINE RIGHT-OF-WAY EASEMENT LOCATED
IN THE N1/2 AND NW1/4SW1/4 OF SECTION 21, SE1/4 OF SECTION 29,
E1/2NE1/4 OF SECTION 31 & W1/2NW1/4 OF SECTION 32,
T56N, R83W, OF THE 6th P.M., SHERIDAN COUNTY, WYOMING.



SCALE: 1" = 2000'



□ = FOUND SET STONE
FC = FENCE CORNER / INTERSECTION

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

LAND TIES:

SOUTH 1/4 COR. SEC. 8 TO STA. 704+73.62
= S42°04'37"E A DISTANCE OF 7953.39 FEET.
(SOUTH 1/4 COR. OF SEC. 8, T56N, R83W, IS
WITNESSED - A.C. 30 FEET TO EAST, PER LS 2615)

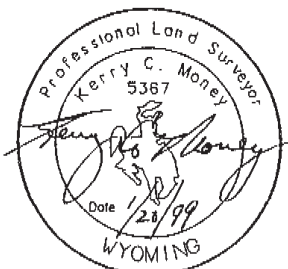
WEST 1/4 COR. SEC. 32 TO STA. 869+76.61
= N88°36'18"E A DISTANCE OF 1184.63 FEET.

BASIS OF BEARINGS IS WYOMING STATE PLANE
(EAST CENTRAL ZONE)

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.



GRIZZLY ENGINEERING

P.O. Box 1004
Buffalo, WY 82834

Prepared For: Redstone Gas Partners
Project No: 98-120
Date Drawn: 1/18/1999
Drawn By: KCM
File Name: REDPIPE5.GCD