

## GAS PIPELINE RIGHT OF WAY AGREEMENT

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The undersigned, **BETTY LOU LAJEUNESSE**, 508 Means, Gillette, WY 82716 (hereinafter referred to as "Grantor"), 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 **BITTER CREEK PIPELINES, L.L.C.**, of 1625 Broadway, Suite 1800, Denver, Colorado 80202 (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents a nonexclusive easement and the right to survey, clear and excavate, lay, construct, operate, maintain, inspect, test, repair, protect, remove and, at Grantee's option, abandon in place one natural gas (including coalbed methane gas) pipeline and related appurtenances which include above and below ground valves, meters, markers, check stations, pigging stations and cathodic protection equipment 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 54 North, Range 81 West, 6th P. M.  
Section 22: SW4SE4, SE4SW4  
Section 27: NE4NW4

More particularly described on the surveyor's plat attached hereto as Exhibit "A" and by reference incorporated herein. Exhibit "A" may be supplemented by Grantee filing an "as built" survey map, but in no event shall the location of the pipeline materially change from the location shown upon Exhibit "A" without the written consent of Grantor. Grantee is hereby appointed attorney-in-fact of grantor for purposes of filing such supplement.

The easement granted herein shall be seventy-five (75) feet in width during the period of initial construction and reclamation. After construction has been completed the easement shall revert to thirty-five (35) feet in width being 17.50 feet on either side of the surveyed centerline of the right-of-way.

Grantee shall have the right of ingress and egress to and from the above- described easement in accordance with the Surface Damage Agreement entered into between the parties of even date herewith. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights herein granted to the extent provided in the Surface Damage Agreement. Subject to the Surface Damage Agreement, 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 inure 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 for any twenty-four (24) consecutive month period, then and in that event, this right-of-way shall be deemed abandoned and this Right-of Way Easement shall automatically terminate and be of no further legal force or effect.

This easement grant, including the benefits and burdens, is appurtenant to and runs with the land. This easement burdens the lands of Grantor on which the easement is located. This Right-of-Way Easement is subject to a Surface Damage Agreement of even date herewith, which is to run with this Right-of-Way Easement, which Surface Damage Agreement is incorporated herein by Reference. A copy of said Surface Damage Agreement is in the possession of the parties and should be consulted for specifics.

DATED this 7th day of May, 2001.

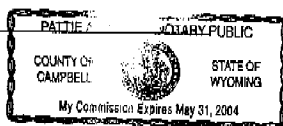
Betty Lou LaJeunesse  
Betty Lou LaJeunesse

#### ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }  
COUNTY OF CAMPBELL } ss.

On this 7th day of May, 2001, before me personally appeared Betty Lou LaJeunesse, known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same.

MY COMMISSION EXPIRES:



Pattie LaJeunesse  
Notary Public

Residing at: 4112 W Laurel at #1  
Billings WY 82718  
Campbell County



## EXHIBIT "A"

## CERTIFIED LEGAL DESCRIPTION

## 35' PIPELINE EASEMENT

THE FOLLOWING DESCRIBED CENTERLINE IS THE CENTER OF A 35' PIPELINE EASEMENT, SAID EASEMENT BEING 17.5' LEFT, RIGHT AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

SAID CENTERLINE BEING LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, EAST 1/2, SECTION 27, TOWNSHIP 54 NORTH, RANGE 81 WEST, 6<sup>TH</sup> PRINCIPLE MERIDIAN, SHERIDAN COUNTY, WYOMING, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** at a point which is located South 88°31'00" West, 1,323.28 feet from the Northeast corner of said Section 27;

Thence along said centerline South 42°54'42" West, 163.27 feet to a point;

Thence continuing with said centerline South 42°16'01" West, 362.53 feet to a point;

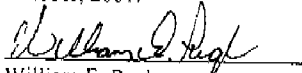
Thence continuing with said centerline South 52°23'55" West, 1,373.11 feet to a point;

Thence continuing with said centerline South 48°40'29" West, 1,071.30 feet to a point;

Thence continuing with said centerline South 47°17'46" West, 512.85 feet to a point, said point being located North 72°18'55" East, 1,386.38 feet from the West 1/4 corner of said Section 27, said centerline having a total length of 3,483.47 lineal feet.

STATE OF WYOMING       )  
                                  ) ss.  
COUNTY OF SHERIDAN    )

I, WILLIAM E. PUGH do hereby certify that this description was prepared by me on the 16<sup>th</sup> day of October, 2001.

  
William E. Pugh  
Wyoming RLS 5300

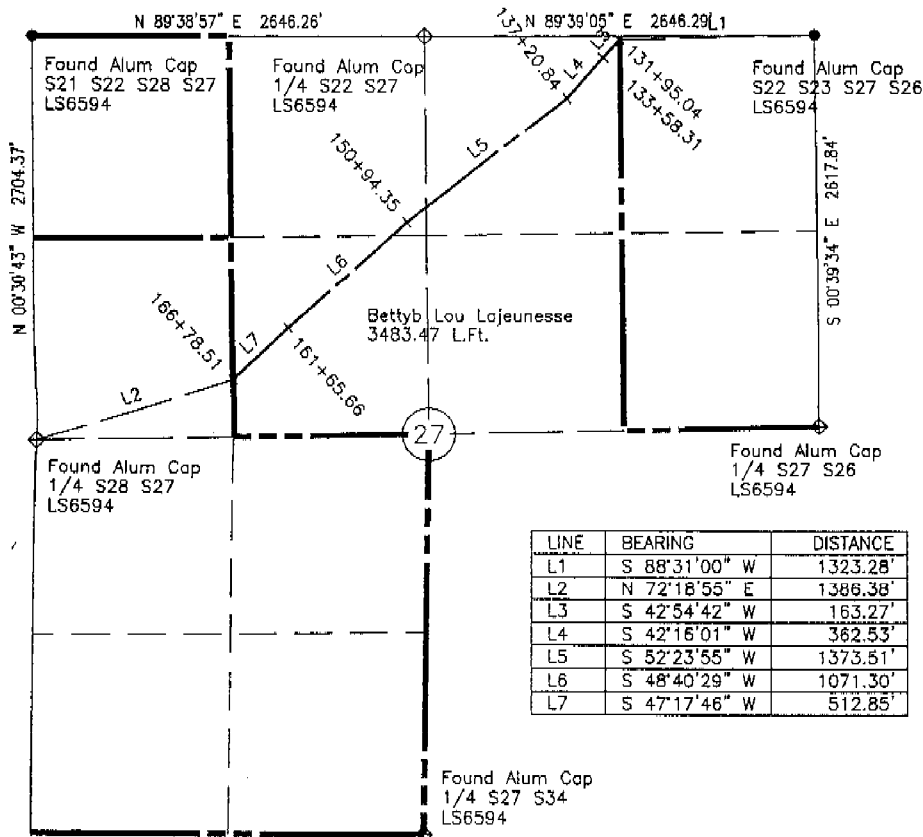
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Architecture - Engineering  
Materials Testing - Surveying

237 North Main Street Sheridan, Wyoming 82801 (307) 672-1711 Fax: (307) 674-5014 cer@wavecom.net

Offices in: Gillette and Douglas Wyoming

# Thirty-five (35) Foot Pipeline Easement

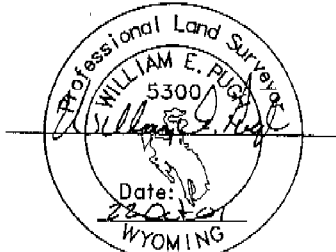


LINE	BEARING	DISTANCE
L1	N 89°39'05" E	2646.29'
L2	N 88°38'57" E	2646.26'
L3	S 88°31'00" W	1323.28'
L4	N 72°18'55" E	1386.38'
L5	S 42°54'42" W	163.27'
L6	S 42°16'01" W	362.53'
L7	S 52°23'55" W	1373.61'
L8	S 48°40'29" W	1071.30'
L9	S 47°17'46" W	512.85'

**BASIS OF BEARING**  
 Wyoming State Plane East Central Zone.

## CERTIFICATE OF SURVEY

I, William E. Pugh, a registered land surveyor in the state of Wyoming do hereby certify that this plat was prepared from notes taken during a survey performed by me or under my supervision during September 2001.



UNLESS SIGNED, SEALED AND DATED  
 THIS IS A PRELIMINARY PLAT.

## LEGEND

These standard symbols will be found in the drawing.

- Computed Corner
- Found Monument
- Section line
- 1-4 line
- 1-16 line
- Pipeline
- Property Line



**Professionals Consultant**

Architecture  
 Engineering  
 Materials Testing  
 Surveying

127 North Main Street  
 Sheridan, Wyoming 82801  
 (307) 672-1711

DWG. 18 OCT 01

SCALE 1"=1000'

DATE BY WEP

CHKD

APP'D

REVISION

**PIPELINE SURVEY FOR BITTER CREEK PIPELINE  
 LOCATED ACROSS LANDS BELONGING TO  
 BETTY LOU LAJEUNESSE  
 SECTION 27, T 84 N, R 81 W, SHERIDAN COUNTY, WYOMING**

PROJECT NO.  
 01073-8

SHEET NO.  
**ONE**