

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 **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 perpetual nonexclusive easement and the right to surveying, clearing and excavating, for laying, constructing, operating, maintaining, inspecting, testing, repairing, altering, protecting, removing and abandoning in place a pipeline or pipelines for the transportation of gas, and appurtenant facilities which may include but not necessarily be limited to above and below ground valves, cathodic protection equipment, markers and below ground utility lines used in connection with the operation of the 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 54 North, Range 79 West, 6th P.M. Sheridan County, Wyoming
Section 28: SW/4, SW/4SE/4
Section 29: E/2SE/4, E/2W/2SE/4, and that part of the N/2NE/4 and SW/4NE/4 lying
East of HWY 14-16
Section 32: S/2, S/2N/2, S/2NE/4NW/4, E/2NW/4NE/4, NE/4NE/4
Section 33: All

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 and to grant such rights to others for all purposes not inconsistent with or which could obstruct or otherwise interfere with the rights herein granted. 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 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 14th day of July, 2000.

OWNER


Cynthia Joann Rhoades

OWNER


Richard Rhoades

2007

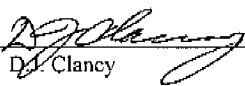
ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }
 } ss.
COUNTY OF SHERIDAN }

On this 14th day of July, 2000, before me personally appeared Cynthia Joann Rhoades and Richard Rhoades, individually and as wife and husband, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same.

MY COMMISSION EXPIRES:

8/12/2001

Notary Public  D.J. Clancy

Residing at: 4620 Independence
Helena, MT 59602

Pipeline Easement

BITTER CREEK PIPELINE, LLC.

for Cynthia & Richard Rhoades

An easement lying in portions of Section 29, of
T 54 N, R 79 W, of the 6th P.M., Sheridan County, Wyoming and being more
particularly described as follows:

A 35 foot wide easement being 17.5 feet on either side of the following
described centerline. From the East 1/4 Corner of Section 29, run N 62° 42' W for
2206.4 feet to a point on the South R.O.W. of Highway 14-16, to the point of
beginning,

Thence S 46° 45' E for 413.5 feet,

Thence S 77° 55' E for 344.2 feet,

To a point on the West line of the SE NE of Section 29, this
being the end of this easement. Said ending point lying N 63° 37' W for 1476.8 feet
from the East 1/4 Corner of Section 29. Said easement contains 46 rods.



Bearings are based on Wyoming
State Plane Coordinates
(Wy. East Central Zone, NAD 27)

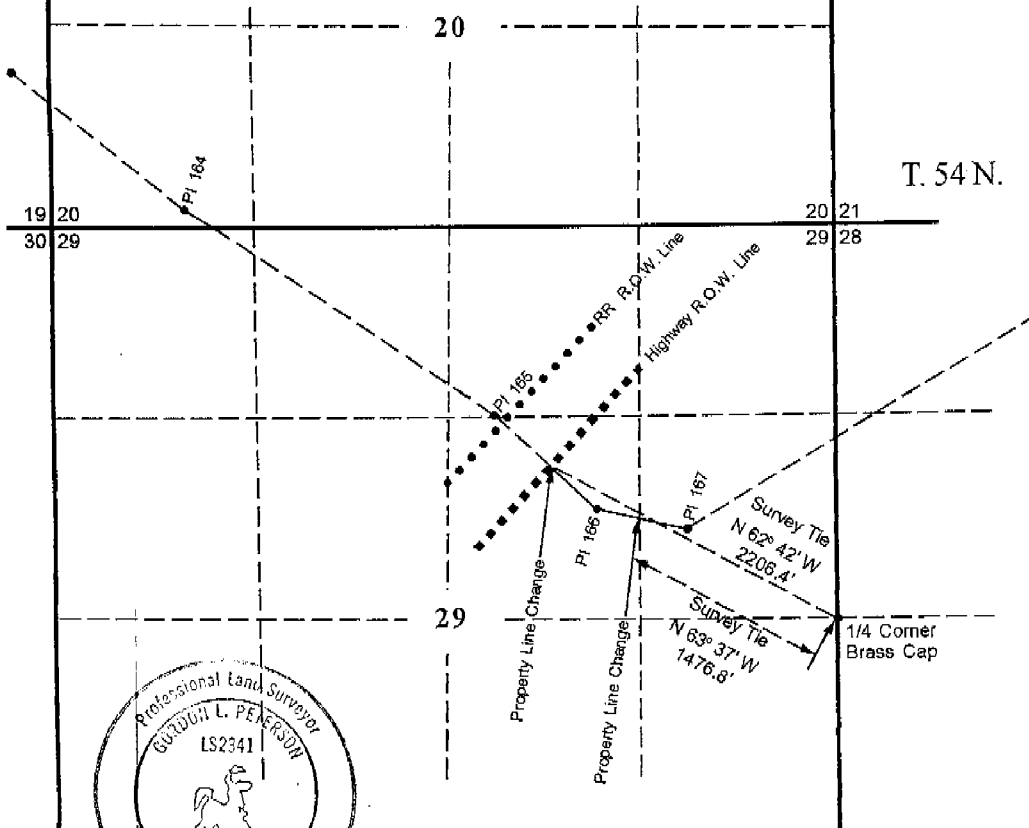
Pipeline Easement
BITTER CREEK PIPELINE, LLC.
 for Cynthia & Richard Rhoades



Scale
 1"=1,000'

R. 79 W.

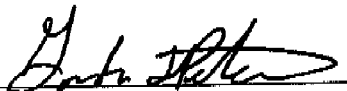
T. 54 N.



Bearings are based on Wyoming
 State Plane Coordinates
 (Wy. east central zone, NAD 27)

I hereby certify that this plat is an accurate
 representation of a correct survey showing
 the location of *The Bitter Creek Pipeline*.

Date: 1-6-01


 Licensed Land Surveyer No. 2341
 State of Wyoming