

RECORDED MAY 6, 1999 BK 405 PG 369 NO 316411 AUDREY KOLTISKA, COUNTY CLERK

## 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 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:

A right of way across:

Township 55 North, Range 84 West, 6th P. M.

Section 11: E2NE4 - east of I-90

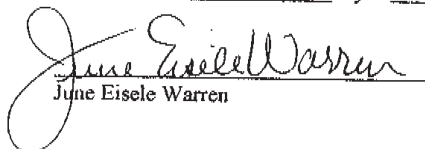
Section 12: W2W2 - east of I-90

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 25th day of August, 1998.

  
June Eisele Warren

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING        }  
                                      } ss.  
COUNTY OF SHERIDAN    }

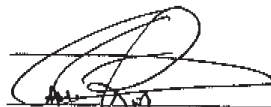
On this 25th day of August, 1998, before me personally appeared

June Eisele Warren

known to me to be the person ~~(X)~~ described in and who executed the foregoing instrument, and acknowledged to me that ~~HE~~ (she, ~~XXX~~) executed the same.

MY COMMISSION EXPIRES:

6-27-1999



Notary Public

Residing at: Billings, MT

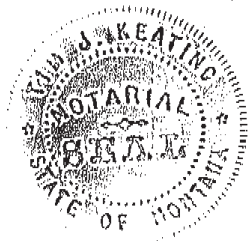


EXHIBIT "A"

THIRTY (30) FOOT WIDE PIPELINE EASEMENT

A thirty (30) foot wide pipeline easement located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 12 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, T55N, R84W, of the 6<sup>th</sup>. P.M., Sheridan County, Wyoming, said thirty (30) foot wide pipeline easement being fifteen (15) feet on either side of the following described centerline:

Commencing at an existing aluminum capped rebar stamped LS 2615 marking the northwest corner of said Section 12;

thence S39°51'24"E a distance of 2143.98 feet to the point of beginning of said centerline of said thirty (30) foot wide pipeline easement, said point of beginning lying on the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12;

thence N84°52'17"W a distance of 528.65 feet to a point;

thence N81°40'08"W a distance of 797.76 feet to a point;

thence N85°07'57"W a distance of 239.04 feet to a point;

thence N81°10'30"W a distance of 79.38 feet to a point;

thence N66°07'36"W a distance of 210.34 feet to a point;

thence S76°13'34"W a distance of 87.74 feet to the point of ending of said centerline of said thirty (30) foot wide pipeline easement, said point of ending lying on the easterly right-of-way line of Interstate 90.

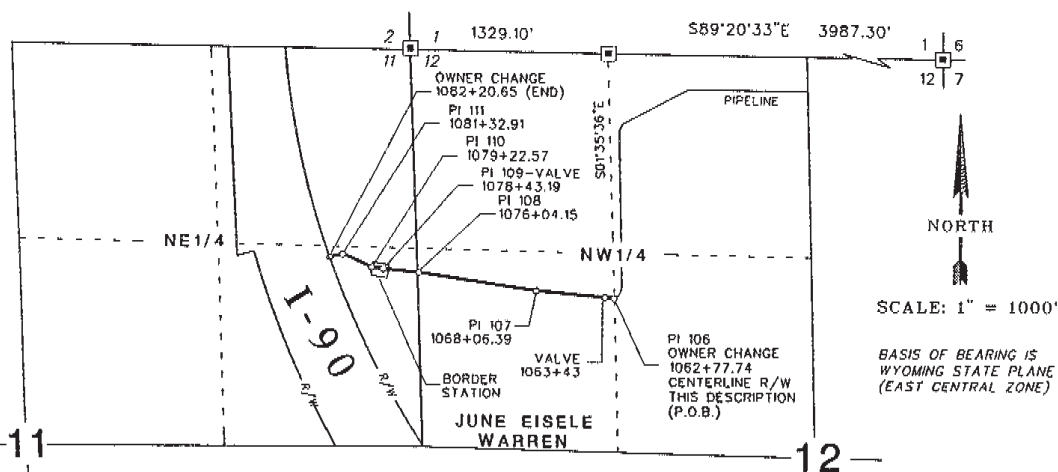
Extending and shortening the side lines of said thirty (30) foot wide pipeline easement so as to terminate at said East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12 at the beginning and at said easterly right-of-way of Interstate 90 at the ending.

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

Said centerline of said thirty (30) foot wide pipeline easement being 117.8 rods in length.

# CERTIFICATE OF SURVEY

A 30 FOOT WIDE PIPELINE RIGHT-OF-WAY  
LOCATED IN THE SW1/4NW1/4 OF SECTION 12, AND  
THE SE1/4NE1/4 OF SECTION 11, T55N, R84W,  
OF THE 6th P.M., SHERIDAN COUNTY, WYOMING.



LAND TIE: NE COR. OF NW1/4NW1/4 OF SEC. 12 TO STA. 1062+77.74 - S01°35'36"E AT 1631.29'  
NW COR. SEC. 12 TO STA. 1062+77.74 (P.O.B.) - S39°51'24"E AT 2143.98'  
NW COR. SEC. 12 TO STA. 1082+20.65 (END OF R/W) - S21°08'27"W AT 1486.30'

NOTE: EASEMENT IS 15 FEET  
EITHER SIDE OF CENTERLINE  
AS SHOWN.

□ = 3-1/4" ALUMINUM CAP PER LS 2615

**JUNE EISELE WARREN**

FOOTAGE = 1942.91

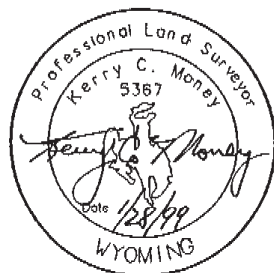
RODS = 117.8

R/W WIDTH = 30'

## 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: 1/28/1999  
Drawn By: KCM  
File Name: REDPIPE5.GCD