

**GAS PIPELINE
RIGHT OF WAY AGREEMENT**

The undersigned Grantor for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto **J. M. Huber Corporation**, hereinafter referred to as "Grantor", whose address is 1050 17th Street, Suite 1850, Denver Colorado 80265, its successors, assigns, 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:

TOWNSHIP 57 NORTH, RANGE 83 WEST, 6TH P. M.
Section 4: All that portion of Lot 4 lying west of Beatty Gulch County Road
Section 5: All those parts of Lots 1, 2, S1/2NE1/4, S1/4 lying west of Beatty Gulch County Road

TOWNSHIP 58 NORTH, RANGE 83 WEST, 6TH P. M.
Section 27: A tract of land in the N1/2 described as follows:
 Beginning at a point located S 48°46'54" W, 1758.23 feet from the Northeast corner of said Section 27;
 Thence S 00°07'37" W, 1026.48 feet; Thence S 90°00'00" W, 2017.94 feet to a point on the Easterly right-of-way line of the Beatty Gulch Road; Thence along said Easterly right-of-way line N 17°08'41" E, 503.22 feet; Thence continuing along said right-of-way N 21°12'30" E, 294.88 feet; Thence continuing along said right-of-way N 05°30'42" E, 51.42 feet; Thence leaving said right-of-way N 81°52'18" E, 1548.23; Thence N 89°50'45" E, 277.58 feet to the point of beginning.

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(s), the right to clear and keep cleared all trees and other obstructions as may be necessary. As stated in the Surface Use Agreement(s) executed by the Grantor, payments will be made upon completion of the pipeline(s). Grantee shall be responsible for all damage caused to Grantor arising from 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 month 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 the terms and conditions of that certain Surface Use Agreement dated August _____, 1999 and Surface Use Agreement dated November 29th, 1999, by and between the parties hereto, and said agreement should be consulted for other specifics.

Dated this 11th day of January, 2000.

OWNER:

John C. Dewey A.I.F.
John C. Dewey as Attorney-in-Fact for Clifford N. Dewey
586 Big Goose Road, Sheridan, Wyoming 82901

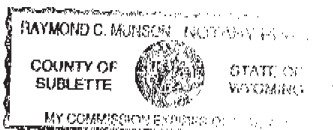
OPERATOR: J. M. Huber Corporation

J. Scott Zimmerman
BY: J. Scott Zimmerman
Manager - CRM

State of Wyoming)
)ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 12th day of January, 2000, by John C. Dewey as Attorney-in-Fact for Clifford N. Dewey, a single man, (Owner), of 586 Big Goose Road, Sheridan, Wyoming 82901
Witness my hand and official seal.

My commission expires: October 31, 2001



Raymond C. Munson
Ray C. Munson
P. O. Box 1712,
Pinedale, Wyoming 82941