

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:

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

Section 5: A right of way across Lots 1, 2, S2NE4, NW4SE4, SW4SE4 lying west of county road, more particularly described on surveyor's plat attached hereto as Exhibit "A" and by this reference made a part hereof.

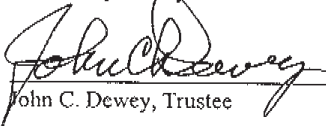
Section 4: A right of way across Lot 4

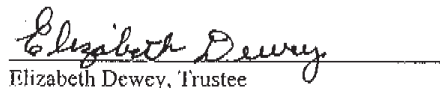
Grantee shall have the right of ingress and egress to and from the above described easement, the right to clear and keep cleared all trees and other obstructions as may be necessary. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights herein granted. 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 30th day of July, 1998.

The Dewey Family Trust U/A/D 6-8-88


John C. Dewey, Trustee


Elizabeth Dewey, Trustee

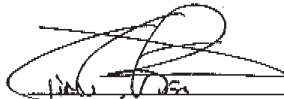
ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }
 } ss.
COUNTY OF SHERIDAN }

On this 30th day of July, 1998, before me personally appeared John C. Dewey and Elizabeth Dewey, Co-Trustees of The Dewey Family Trust U/A/D 6-8-88, 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:

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 Lot 4 of Section 4 and the E½ of Section 5, T57N, R83W, of the 6th. 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 aluminum capped rebar stamped LS 5367 marking the northeast corner of said Section 5;

thence S88°55'05"E along the North line of said Section 4 a distance of 61.98 feet to the point of beginning of said centerline of said thirty (30) foot wide pipeline easement;

thence S29°44'56"W a distance of 765.18 feet to a point;

thence S29°01'58"W a distance of 1408.33 feet to a point;

thence S39°32'00"W a distance of 1078.07 feet to a point;

thence S00°35'31"W a distance of 1564.28 feet to a point;

thence S08°05'23"W a distance of 1182.17 feet to the point of ending of said centerline of said thirty (30) foot wide pipeline easement, said point of ending lying on the South line of said Section 5.

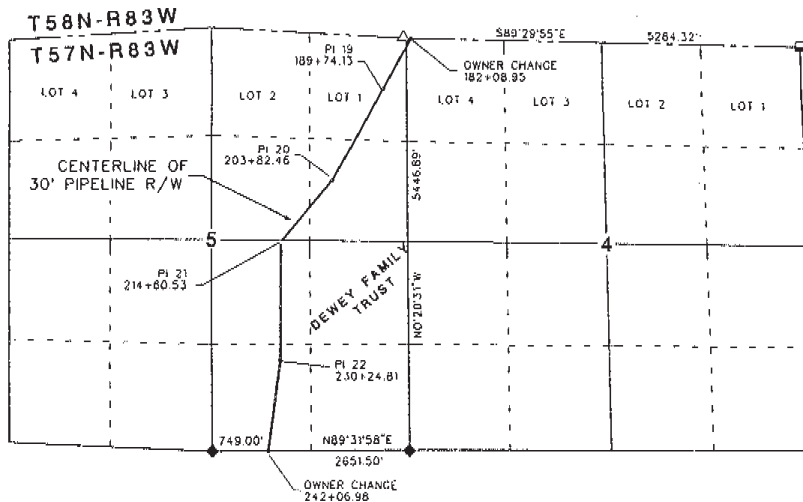
Extending and shortening the side lines of said thirty (30) foot wide pipeline easement so as to terminate at said North line of said Section 4 at the beginning and at said South line of said Section 5 at the ending.

Basis of bearing being N00°20'31"W a distance of 5446.89 feet between said aluminum capped rebar stamped LS 5367 marking the northeast corner of said Section 5 and an existing brass cap stamped LS 520 marking the southeast corner of said Section 5.

Said centerline of said thirty (30) foot wide pipeline easement being 363.5 rods in length.

CERTIFICATE OF SURVEY

A 30 FOOT WIDE PIPELINE RIGHT-OF-WAY EASEMENT
LOCATED IN LOT 4 OF SECTION 4, AND THE
E1/2 OF SECTION 5, T57N, R83W, OF THE 6th P.M.,
SHERIDAN COUNTY, WYOMING.



LAND TIES:

NE COR. SEC. 5 TO STA. 182+08.95
= S89°29'55"E A DISTANCE OF 61.98 FEET.
SOUTH 1/4 COR. SEC. 5 TO STA. 242+06.98
= N89°31'58"E A DISTANCE OF 749.00 FEET.

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



SCALE: 1" = 2000'

△ = 2" ALUMINUM CAP PER LS 5367

◆ = BRASS CAP PER LS 520

■ = FOUND PILE OF STONES

FOOTAGE = 5998.03'

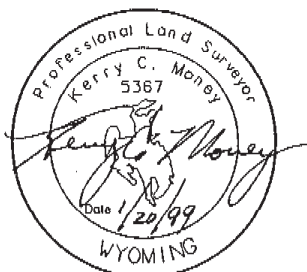
RODS = 363.5

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: 1/18/1999
Drawn By: KCM
File Name: REDPIPE5.GCD