

## GAS PIPELINE RIGHT OF WAY AGREEMENT

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The undersigned, **SUSAN A. PUCKETT**, 82 Peno Road, Sheridan, WY 82801 (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 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 83 West, 6th P. M.

Section 4: E2SE4

Section 5: Lot 4, SW4NW4, NW4SW4

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 28 day of June, 2000.

Susan A. Puckett  
Susan A. Puckett

#### ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING        }  
                                      }  
COUNTY OF SHERIDAN    }

On this 28<sup>th</sup> day of June, 2000, before me personally appeared Susan A. Puckett, 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:

Linda L. Kinter  
Notary Public

Residing at: Sheridan, Wyoming



*Pipeline Easement*  
**BITTER CREEK PIPELINE, LLC.**  
*for Susan A. Puckett*

An easement lying in portions of Section 4, T 55 N,  
R 83 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 SE Corner of Section 4, run N 45° 16' W for 1886.4  
feet to a point on the West line of the E 1/2 SE 1/4, to the point of beginning,

Thence S 74° 40' E for 161.6 feet,

Thence S 32° 02' E for 554.8 feet,

Thence S 65° 47' E for 972.0 feet,

To intersect the East line of Section 4, this being the end of this  
easement. Said ending point lying N 0° 27' W, for 415.7 feet from the SE Corner of  
Section 4. Said easement contains 102.3 rods.



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

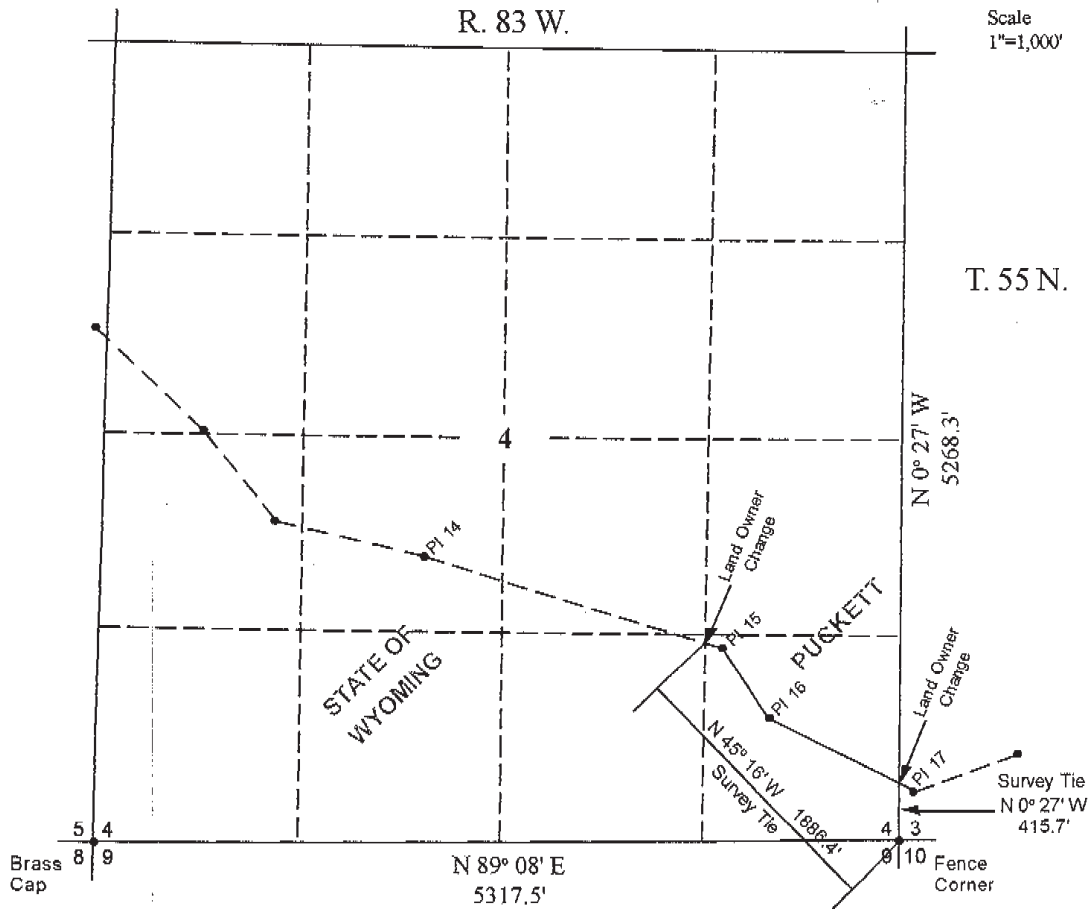
*Pipeline Easement*  
**BITTER CREEK PIPELINE, LLC.**  
*for Susan A. Puckett*

R. 83 W.



Scale  
 1"=1,000'

T. 55 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*.**



*Gordon L. Peterson*  
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 Licensed Land Surveyer No. 2341  
 State of Wyoming