

After recording, return to:
Thomas W. Greaves
Lathrop & Gage L.C.
2345 Grand Boulevard
Kansas City, Missouri 64108

(space above reserved for recording information)

IRRIGATION SITE EASEMENT

THIS IRRIGATION SITE EASEMENT (the "**Easement**") is made as of the day and year below written by Chase Farms LLC, a New Mexico limited liability company ("**Owner**") and BeneTerra, LLC, a Kansas limited liability company ("**BeneTerra**").

1. Owner is the owner of certain real Lands located in Sheridan County, Wyoming more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Lands**").

2. Pursuant to that certain Irrigation Agreement dated as of July 23, 2007 (the "**Agreement**"), between Owner and BeneTerra, Owner hereby grants, bargains, sells and conveys to BeneTerra on the Lands an easement for the following purposes: (i) to install, maintain and operate a subsurface drip irrigation system (the "**SDI System**") in the locations set forth on Exhibit B attached hereto, (ii) to disperse water produced from coalbed natural gas wells ("**Produced Water**") on the Lands, (iii) to enter upon and access the Lands to conduct the foregoing operations, and (iv) to exercise all other rights granted by Owner to BeneTerra pursuant to the Agreement.

3. This Easement shall continue so long as the Agreement remains in effect. The Agreement commenced on the date of the Agreement, and will terminate on the earlier of: (i) the date that is 6 months after the date BeneTerra ceases to disperse Produced Water through the SDI System or (ii) ten (10) years from the date of the Agreement; provided that, so long as BeneTerra is irrigating all, or a portion of the Lands, the Agreement may be extended by BeneTerra by providing Owner 90 days prior written notice for additional one year periods.

4. All of the other terms and conditions of the Agreement are more fully set forth in the Agreement and are incorporated herein by this reference.

5. This Easement shall run with the land and be binding upon Owner and its respective representatives, successors and assigns and inure to the benefit of BeneTerra, its successors and assigns.

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IN WITNESS WHEREOF, Owner has executed this Easement as of the date and year below written.

OWNER:
Chase Farms LLC

BENETERRA:
BeneTerra, LLC

By: [Signature]
Name: RONALD W. LANNING
Title: VICE PRESIDENT
CHASE FARMS LLC

By: _____
Name: _____
Title: _____

STATE OF New Mexico)
) ss.
COUNTY OF Eddy)

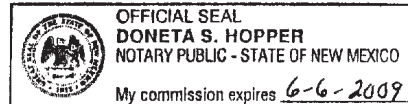
On this 16th day of August, 2007, before me, a Notary Public in and for said state, personally appeared Ronald W. Lanning known to me to be the person who executed the within instrument on behalf of **Chase Farms LLC**, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: 6-6-2009

[Signature: Doneta S. Hopper]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)



On this ____ day of _____, 200__, before me, a Notary Public in and for said state, personally appeared _____ known to me to be the person who executed the within instrument on behalf of **BeneTerra, LLC**, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: _____ Notary Public

EXHIBIT A

Lands

T57N R82W SECTION 1
T58N R82W SECTIONS 1, 24, 35
T57N R81 W SECTION 6

EXHIBIT B

SDI System Location



CONFIDENTIAL

BENTERRA
 Environmental & Engineering
 Project No. 20
 Date: 08/01/01
 1:2,000

**Badger Creek SDI
 Chase Farms**

CONFIDENTIAL