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GAS PIPELINE RIGHT-OF-WAY EASEMENT

This Agreement, made and entered into this 12th day of September, 2007, by and between **Chase Farms LLC**, a New Mexico limited liability company, of P.O. Box 658, Artesia, New Mexico 88211 (hereinafter referred to as "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **Bitter Creek Pipelines, LLC**, of 1250 West Century Avenue, Bismarck, North Dakota 58501 (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, reconstruct, replace, operate, maintain, inspect, test, repair, protect, remove and, at Grantee's option, abandon in place one natural gas (including coalbed methane gas) pipeline and above and belowground valves, meters, markers, check stations, pigging stations and cathodic protection equipment upon, over, under and across the following described land which the Grantor owns, to wit:

A right-of-way across those lands described on **Exhibit B** attached hereto.

more particularly described on the plat attached hereto as **Exhibit A** and incorporated herein by reference. **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.

The easement granted herein shall be one hundred (100) feet in width during the period of initial construction and reclamation. After construction has been completed, the easement shall revert to forty (40) feet in width, being twenty (20) 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 for Gas Pipeline Right-of-Way (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 providing that the rights granted to others shall not supersede Grantee's rights.

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 period in excess of thirty-six (36) consecutive months, 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.

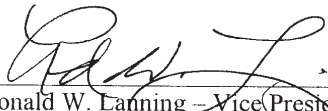
This easement grant, including the benefits and burdens, is appurtenant to and runs with the land. This easement burdens the lands of Grantor on which the easement is located. This Right-of-Way Easement is subject to the Surface Damage Agreement of even date herewith, which is to run with this Right-of-Way Easement and which 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 12th day of September, 2007.

GRANTOR:

Chase Farms LLC

By:


Ronald W. Lanning - Vice President


STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

On this 12th day of September, 2007, before me personally appeared Ronald W. Lanning, known to me to be the Vice President of Chase Farms LLC, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.



OFFICIAL SEAL
STACI D. SANDERS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2-15-09


Notary Public

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EXHIBIT B

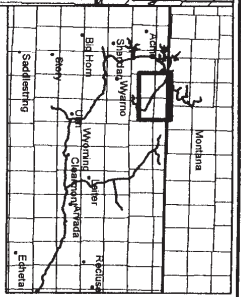
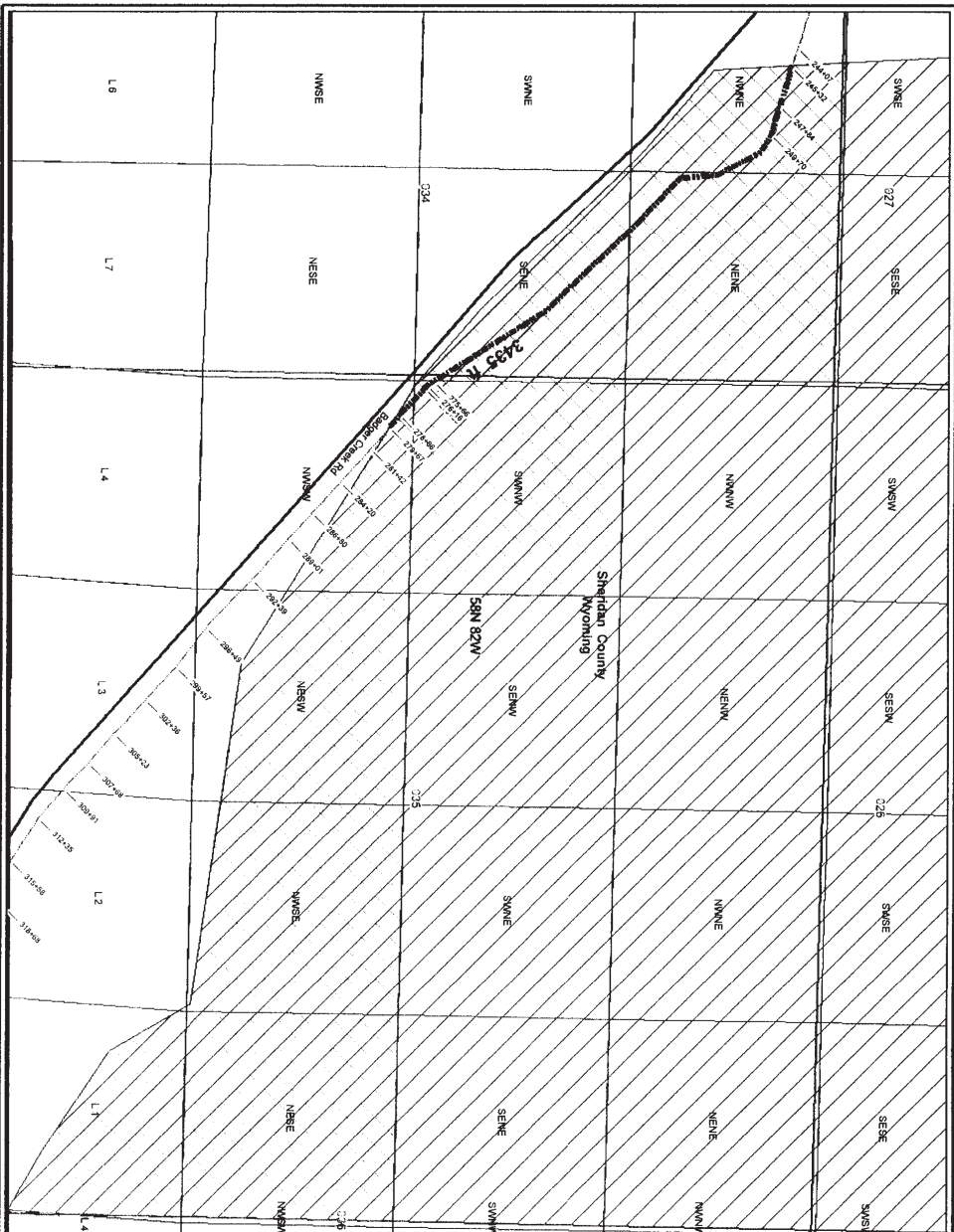
Attached to and made a part of the GAS PIPELINE RIGHT-OF-WAY EASEMENT between Chase Farms, and Bitter Creek Pipelines, LLC, dated Sept. 12, 2007

DESCRIPTION OF PROPERTY

Township 58 North – Range 82 West of the Sixth P.M., Sheridan County, Wyoming

Section 34: That portion of the NE1/4 lying northeasterly of the following described line: Beginning at a point on a fence line and the east line of said Section 34, said point being S00°20'09"E, 2481.89 feet from the northeast corner of said Section 34; thence N57°40'59"W, 465.99 feet along said fence line to a fence corner; thence N45°33'49"W, 1577.69 feet along said fence line to a point; thence leaving said fence line S34°30'32"W, 62.38 feet to a point on the centerline of Badger Creek County Road; thence N49°55'25"W, 404.87 feet along said centerline to a point; thence leaving said centerline of Badger Creek County Road N06°12'00"W, 910.98 feet to a point on the approximate north line of said Section 34, said point being S89°36'36"W, 1949.34 feet from the northeast corner of said Section 34.

Section 35: That portion of the SW/4NW1/4, N1/2SW1/4, N1/2SE1/4, and Lot 1 lying northeasterly of the following described fence line: Beginning at a point on a fence line and the approximate south line of said section 35, said point being S88°06'37"W, 85.38 feet from the closing corner to the southeast corner of said section 35; thence N61°11'33"W, 173.23 feet along said fence line to a fence corner; thence N53°33'13"W, 735.64 feet along said fence to a fence corner; thence N18°55'49"W, 845.93 feet along said fence line to a fence corner; thence N89°42'54"W, 2364.28 feet along said fence line to a fence corner; thence N57°40'59"W, 2163.76 feet along said fence line to a point on the west line of said section 35, said point being S00°20'09"E, 2481.89 feet from the northwest corner of said section 35.



12.750" OD 0.250" wall
 API 5L X60 w/ FBE
 MAOP: 1480 PSIG

In Service: 1/18/2008

Authorization: 20170192

Legend

- Pipeline
- Chase Farms Sec24 and 35 referenced below
- Chase Property Line
- Roads

Exhibit A (as built)
 TYP 58N R24W
 Sec 34 & 35 as described in Exhibit A
 of Gas Pipeline Right-of-Way Easement

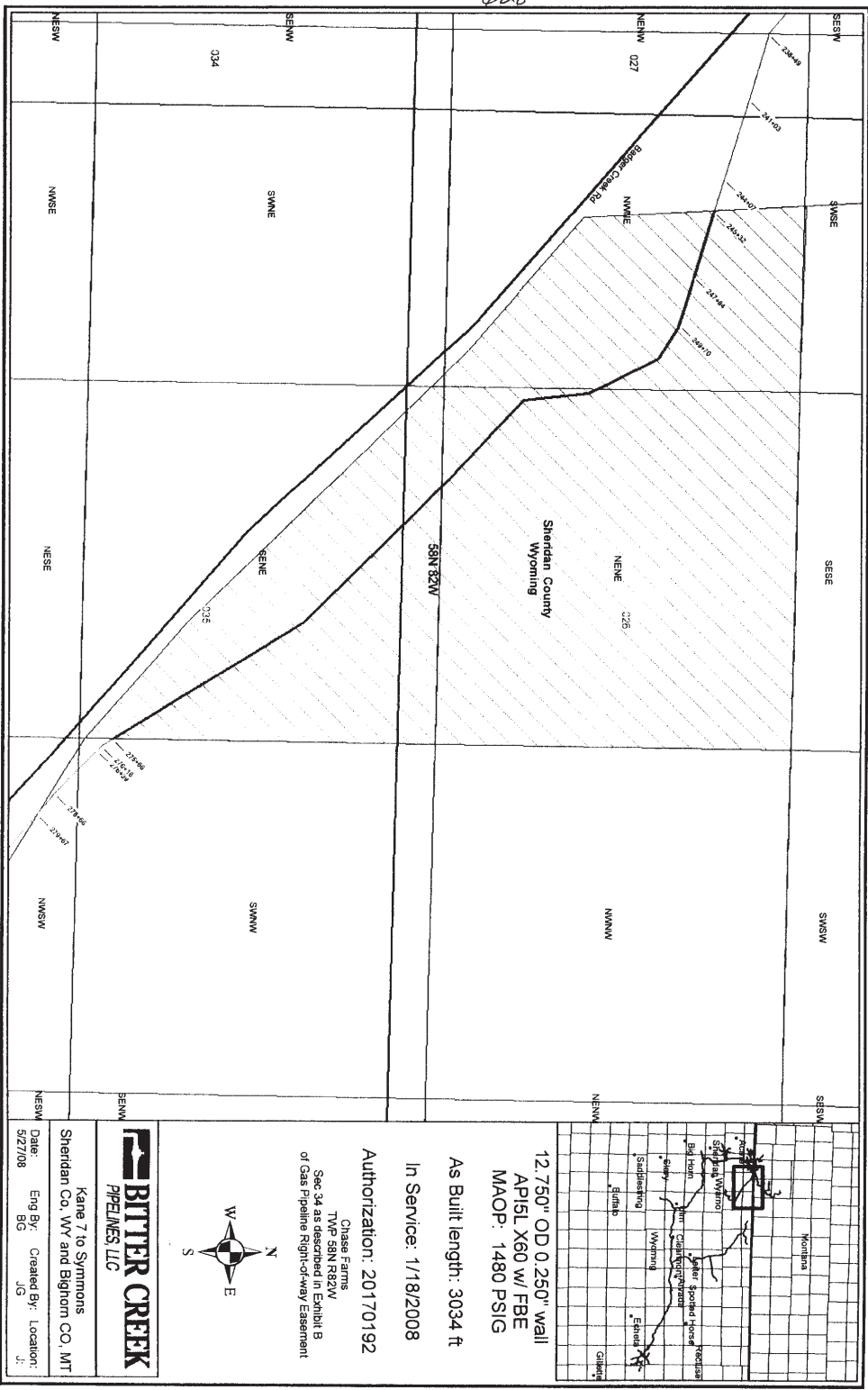


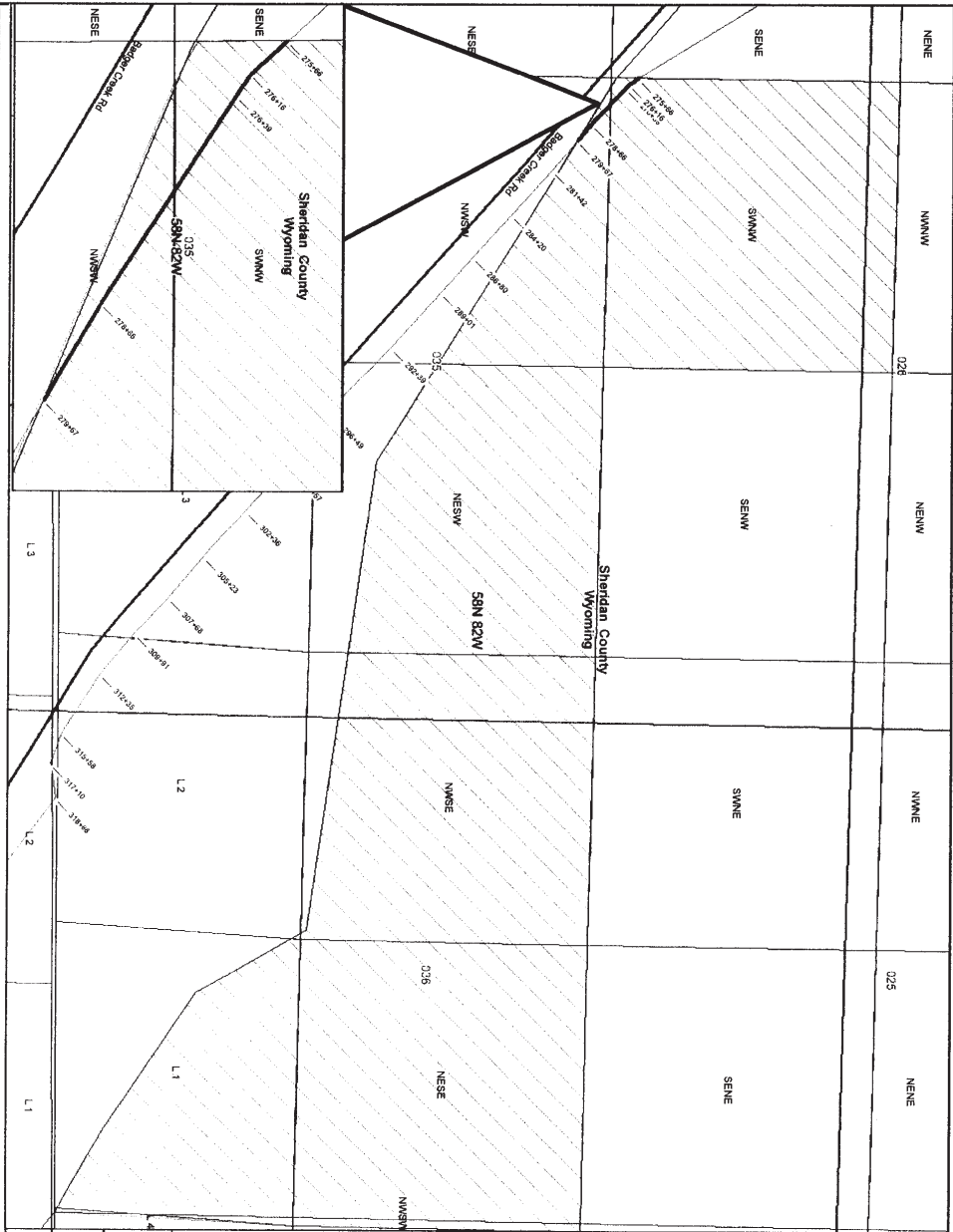
BITTER CREEK
 PIPELINES, LLC

Kane 7 to Symmons
 Sheridan Co, WY and Bighorn CO, MT
 Date: 6/20/08 Eng By: BG Created By: JG Location: JG

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BITTER CREEK
PIPELINES, LLC

Kane 7 to Symmons
Sheridan Co. WY and Big Horn CO. MT

Date: 5/27/08 Eng By: BG Created By: JG Location: J

12.750" OD 0.250" wall
API5L X60 w/ FBE
MAOP: 1480 PSIG

As Built Length: 401 ft
In Service: 1/18/2008

Authorization: 20170192

CHASS FARM
TWP 36N R32W
Sec 35 as depicted in Exhibit B
of Gas Pipeline Right-of-Way Easement

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