

RIGHT OF WAY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned ("OWNER", whether one or more), for and in consideration of Ten and More Dollars (\$10.00+) in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell convey and warrant unto J. M. Huber Corporation, 1050 17th Street, Suite 700, Denver, CO 80265, its successors and assigns forever ("GRANTEE") a permanent right of way easement Thirty feet (30') in width for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, replacing, protecting, and removing a pipeline or pipelines, and other appurtenances (including cathodic protection equipment, valves, vents, test leads, drips, line markers, taps and other surface and subsurface facilities appurtenant thereto) for the transportation of methane gas, natural gas, and water, upon and along a route to be selected by GRANTEE in consultation with OWNER on, under and across lands of OWNER, situated in the County or Sheridan, State of Wyoming, described as follows:

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

Section 7: E/2
Section 8: SW/4
Section 18: NE/4

Together with an easement for unrestricted rights of ingress and egress to, from and along said pipeline(s) and facilities and adjacent facilities of Grantee on, over and across said lands and adjacent lands of OWNER, and GRANTEE shall have all privileges necessary or convenient for the full use and enjoyment of the rights herein granted.

GRANTEE may rerecord this Right of Way Agreement attaching a plat as Exhibit "A" (incorporated herein by reference) of the actual route of the facilities constructed hereunder and/or of the ingress/egress easement to further identify the locations thereof.

GRANTEE shall bury the top of its gas pipeline(s) to a minimum depth of 42 inches. GRANTEE shall restore the land as soon as practicable after the pipelines are completed. Restoration shall be made as near as practicable to the condition when GRANTEE first entered onto the land.

OWNER, their successors and assigns, reserves all oil, gas and minerals on and under said lands, if any, and the right to farm, graze and otherwise fully use and enjoy said lands, provided OWNER agrees not to construct or create any obstruction, structure or engineering work on the herein-granted right of way that will interfere with the rights and interests of GRANTEE herein-granted, and provided further that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush, and obstructions from the herein-granted right of way and ingress/egress easement. GRANTEE agrees to pay OWNER or any tenant, as their interests may appear, for actual damages to crops, pasture, timber, fences and other improvements on said premises which may arise from exercise of the rights herein granted, provided GRANTEE shall not be liable for damages for future clearing of the right of way and ingress/egress easement in exercise of the rights herein granted.

GRANTEE agrees to comply with all applicable state and local regulations.

GRANTEE shall indemnify, defend and hold harmless OWNER from any and all claims, demands, causes of action, or liability for damages, loss or injuries that arise out of GRANTEE'S operations on the land. The parties agree that in no event shall either be liable for special, exemplary, consequential or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

It is further agreed that if GRANTEE fails to use any pipeline for a period of Twenty Four (24) consecutive months, the pipeline shall be deemed abandoned and GRANTEE shall promptly take all actions necessary or desirable to clean up, mitigate the effects of use, and render the pipeline environmentally safe and fit for abandonment in place. All such clean up and mitigation shall be performed in compliance with all federal, state, and local laws and regulations.

It is further agreed that GRANTEE will re-seed all areas disturbed by their operations.

It is further agreed that this Right of Way Agreement is specifically limited to the pipeline(s) and

facilities described in Exhibit "A" attached hereto and made a part hereof. GRANTEE may not construct any additional pipeline(s) or construct any additional facilities without the prior written consent of OWNER.

This instrument constitutes the entire agreement and understanding of the parties and supersedes all prior understandings, negotiations and agreements of the parties related to the subject matter hereof.

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns for so long as same are used for the purposes herein granted. All provisions hereof are appurtenant to, run with and burden the above-described land, and are binding upon and inure to the benefit of the successors, assigns, heirs, executors, administrators and other legal representatives of each of the parties.

Executed this the 5th day of ^{Jan 2004} ~~March~~, 2003

OWNER: Elmer Milton Mydland
Mervin J. Mydland

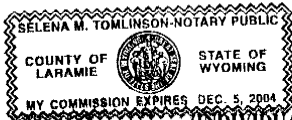
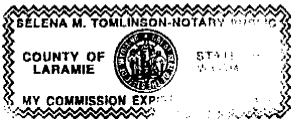
GRANTEE: J. M. Huber Corporation

Elmer Milton Mydland
Elmer Milton Mydland
Mervin J. Mydland
Mervin J. Mydland

STATE OF WYOMING)
COUNTY OF Laramie) SS. (INDIVIDUAL ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 5TH day of ~~March~~ January 2003, by Elmer Milton Mydland ~~2004~~

My Commission Expires: 12/05/04 [Signature]
Notary Public



STATE OF WYOMING)
COUNTY OF Laramie) SS. (INDIVIDUAL ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 5TH day of ~~March~~ January 2003, by Mervin J. Mydland ~~2004~~

My Commission Expires: 12/05/04 [Signature]
Notary Public

