GAS PIPELINE 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 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 perpetual nonexclusive easement and the right to surveying, clearing and excavating, for laying, constructing, operating, maintaining, inspecting, testing, repairing, altering, protecting, removing and abandoning in place a pipeline for the transportation of gas, and below ground utility lines used in connection with the operation of the pipeline, 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 82 West, 6th P. M. Section 12: Parts S2NW4, NW4SW4, NE4SW4, SW4SW4

more particularly described on surveyor's plat attached hereto as Exhibit "A" and by this reference made a part hereof.

Grantee shall have the right of ingress and egress to and from the above described easement in accordance with the surface damage agreement, 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 and to grant such rights to others for all purposes not inconsistent with the rights herein granted. 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.

If Grantee fails to use the pipeline for any 24 consecutive months period, then and in that event, this Right-of Way shall be deemed abandoned and this Right-of Way Agreement shall automatically terminate and be of no further legal force or effect.

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

day of

, 2000.

Sidney A. Hendricke

Colette J. Hendricks

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING	}
COUNTY OF SHERIDAN	} ss. }
On this 12 1 day of Sidney A. Hendricks and Colette J. the foregoing instrument, and acknowledges	,2000, before me personally appeared. Hendricks, known to me to be the person described in and who executed nowledged to me that they executed the same.
MY COMMISSION EXPIRES:	Notary Public
	Residing at:

Pipeline Easement

BITTER CREEK PIPELINE, LLC.

for Sidney A. & Colette J. Hendricks

An easement lying in portions of Section 12, of T 55 N, R 82 W, of the 6th P.M., Sheridan County, Wyoming and being more particularly described as follows:

A 20 foot wide easement being 10 feet on either side of the following described centerline. From the East 1/4 Corner of Section 12, T 55 N, R 82 W, run S 84° 05' W for 5280.0 feet to a point on the North boundry of the Hendricks Tract, to the point of beginning,

Thence S 44° 19' E for 885.4 feet, Thence S 45° 05' E for 995.4 feet,

To a point on the East line of the SW SW of Section 12, this being the end of this easement. Said ending point lying S 64° 25′ E, 4355.3 feet from the East 1/4 Corner of Section 12. Said easement contains 114 rods.



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

Pipeline Easement

BITTER CREEK PIPELINE, LLC.

for Sidney A. & Colette J. Hendricks



