

RIGHT OF WAY AGREEMENT

THE STATE OF COLORADO §
 §
COUNTY OF LAS ANIMAS §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter called OWNER (whether one or more), as indicated by the Tax Assessor's office in Las Animas County, Colorado, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations (\$10.00 & OVC), in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto PRIMERO GAS MARKETING COMPANY, by Evergreen Operating Corporation, as Manager, its successors and assigns hereinafter called COMPANY, a right of way pipeline and road easement to include unrestricted transportation of vehicles, materials, equipment, personnel and products for the purpose of constructing, maintaining, inspecting, operating, repairing, using and removing a pipeline (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas, or any other liquids or substances, along roads constructed by the company on existing owners roads convenient for Company's operations under, over and across the lands of Owner, situated in the County of Las Animas, State of Colorado, described as follows:

See Exhibit "A" attached hereto.
Mesa 43-20 Well

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals that they presently possess on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said roads and pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and roads over and across said lands and all other rights and privileges necessary, useful or convenient to or in connection with operations conducted by company thereon or on any neighboring lands.

Company, by acceptance hereof, agrees to pay for damages to crops, pasture, fences and timber which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipelines and construction of or use of existing roads.

There is also hereby granted the right to lay, construct, maintain, operate, repair, replace and remove, in the same manner and with the same rights provided above, additional lines of pipe, but for each additional line laid, Company, its successors or assigns, shall pay Owner \$10.00 per lineal rod of pipeline before commencing the construction of any such additional lines.

TO HAVE AND TO HOLD said right of way and easement unto said Company, its successors and assigns, until such pipeline and/or road is constructed and so long thereafter as a pipeline and/or road is maintained thereon; and the undersigned hereby binds themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

EXECUTED in duplicate originals this 20 day of October 1997.


Alfred Deutscher

STATE OF ILLINOIS §
 §
COUNTY OF Greene §

The foregoing instrument was acknowledged before me this 20 day of October, 1997, by Alfred Deutscher known to me to be the identical person(s) described in and who executed the within and foregoing instrument.

Witness my hand and official seal the day and year last written above.


Notary Public

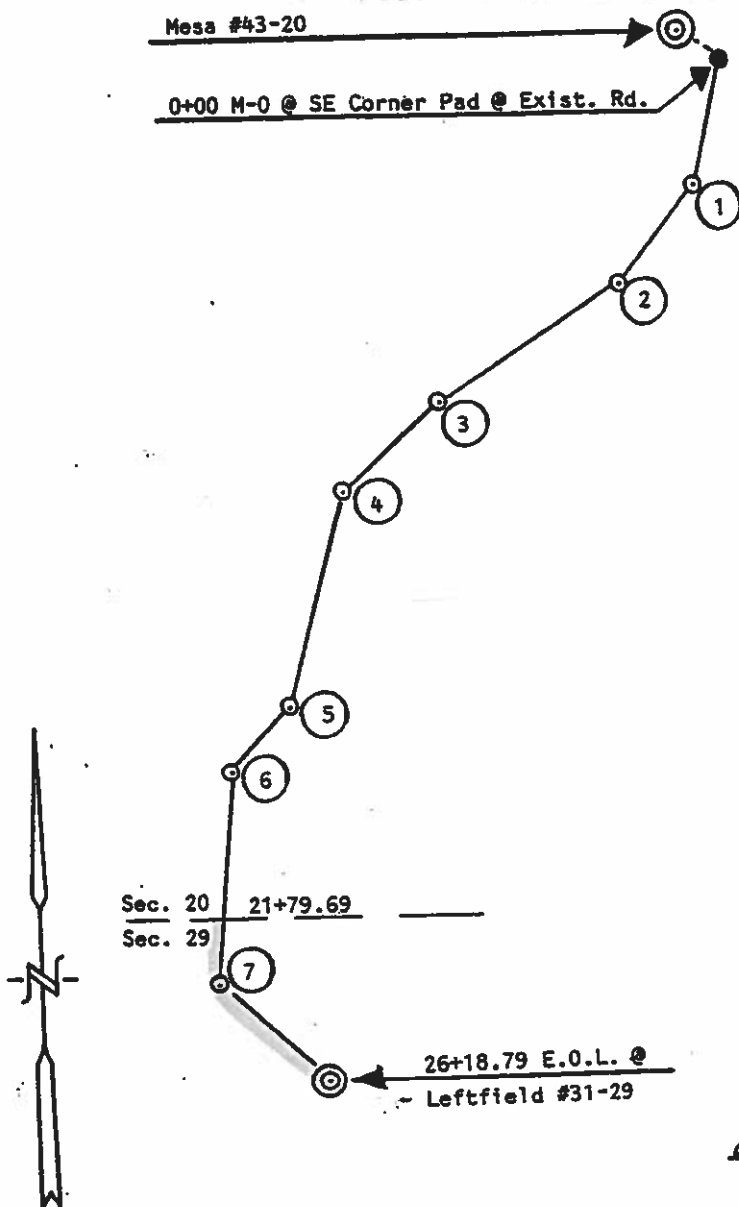
My commission expires: 9-14-98

"OFFICIAL SEAL"
BEVERLY KATHERINE BURKE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/14/98

EXHIBIT "A"

To Right of Way Agreement

MESA #43-20
PROPOSED WELL TIE



SE 20-32-65(NW 33)1924 BC
NW 5 58 02 7025.11
0+00= M-0

0+00= M-0
SW 14 50 20 256.21
#2+56.215 M-1
SW 36 28 14 257.93
#5+14.141 M-2
SW 57 49 08 437.30
#9+51.436 M-3
SW 45 55 12 277.45
#12+28.885 M-4
SW 14 53 52 470.00
#16+98.882 M-5
SW 40 18 02 178.96
#18+77.838 M-6
SW 4 23 07 439.38
#23+17.214 M-7
SE 47 30 00 301.57
#26+18.786 LEFT FIELD 31-29

Edgar L. Risenhoover
Professional Surveyor
Colorado Reg. No. 16420



SEC.	TWP.	RGE.	1/4 SEC.	WIDTH	LENGTH			ACRES
					FEET	RODS	MILES	
20	32S	65W	SE 1/4	50'	2179.69	132.10	0.41	2.50
29	32S	65W	NE 1/4	50'	439.10	26.61	0.08	0.50
TOTALS					2618.79	158.71	0.49	3.00

PRIMERO GAS GATHERING COMPANY
PROPOSED WELL TIE
Mesa #43-20
Sec. 20, 29, T-32-S, R-65-W, 6th PM
Las Animas County, CO

SCALE: 1"=400' DATE: 6/30/97