

**SURFACE FACILITY GRANT
(COMPRESSOR STATION)**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged this 1st day of NOVEMBER, 2000, that the undersigned, hereby referred to as "GRANTOR", hereby grants, assigns and conveys unto BEAR PAW ENERGY, LLC, 370 Seventeenth Street, Suite 2775, Denver, Colorado 80202-1390, hereinafter referred to as "GRANTEE", its successors and assigns, a surface facility grant located upon a tract of land in SHERIDAN County, WYOMING, to-wit:

A three (3) acre tract of land, more or less, and being located in the NENE of Section 2, Township 57 North-Range 83 West, and as more particularly described on the attached Exhibit "A", which is incorporated by reference herein.

GRANTEE shall have the right to install, maintain, inspect, replace, erect, operate and remove compressor stations and other equipment and appurtenances as may be necessary for the operation of such facility over, through, upon, under and across the above referenced lands from existing roads with the full right of ingress and egress to and from said premises.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:


1. GRANTEE agrees to comply with all applicable state and local regulations.
2. GRANTEE agrees to take reasonable effort to limit employee business invitee access to the facility and roadway access to the facility.
3. GRANTEE agrees to indemnify and hold GRANTOR harmless for any damages caused by GRANTEE's operations on the premises.
4. Upon request by GRANTOR, the surface facility grant herein granted shall terminate and all rights thereunder revert to GRANTOR when the surface facilities located thereon have not been used by GRANTEE for a period of 2 (two) consecutive year(s), except when non-use is caused by acts or circumstances beyond the control of GRANTEE.
5. Upon termination of this grant, GRANTEE shall remove all structures placed upon the premises and restore the surface to a condition, as nearly as possible, as existed prior to the GRANTEE'S disturbances thereto.
6. GRANTEE shall adequately fence the facility in a manner to protect the GRANTOR'S livestock
7. GRANTEE shall maintain the facility free of weeds and litter.
8. GRANTEE shall pay all damages from its operation, including, without limitation, damages or injuries to livestock, persons, personal property and real property.

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns and may be executed in any number of counterparts, each of which will be deemed an original for all purposes.

IN WITNESS WHEREOF, GRANTOR AND GRANTEE have executed this agreement the date first written above.

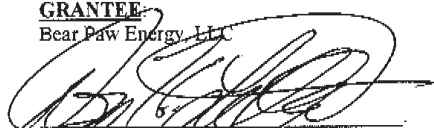
GRANTOR:

Anna Pilch, Individually and as Trustee of the Anna Pilch Agreement of Trust, dated July 23, 1985


BY: Anna Pilch, Individually and as Trustee of the Anna Pilch Agreement of Trust, dated July 23, 1985

GRANTEE:

Bear Paw Energy, LLC


BY: Don H. Littleton, agent

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 1st day of November, 2000, by Anna Pilch, Individually and as Trustee of the Anna Pilch Agreement of Trust, dated July 23, 1985

Witness my hand and official seal.

Jennifer K. Green
 Notary Public

My commission expires: October 13, 2004



STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 1st day of November, 2000, by Don H. Littleton, as agent for Bear Paw Energy LLC.

Witness my hand and official seal.

Jennifer K. Green
 Notary Public

My commission expires: October 13, 2004

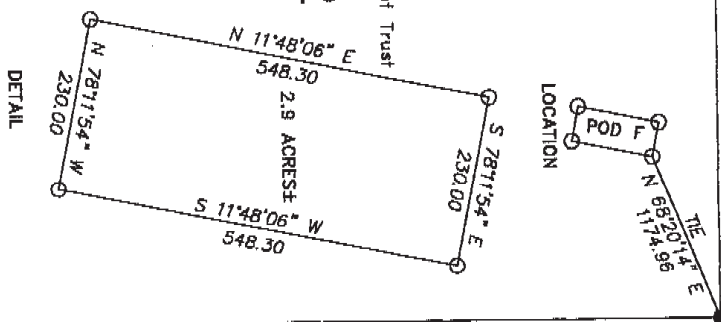


Scale 1" = 1000'

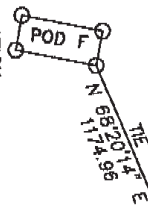


Anna Pilch Agreement of Trust

SEC 2



LOCATION



LEGAL DESCRIPTION
POD "F" BOUNDARY

A parcel of land being a part of the Northeast 1/4 of Section 2 T57N, R83W, 6th Principal Meridian, Sheridan County, Wyoming, and being more particularly described as follows:
Beginning at the Northeast corner of Pod F, being the point of beginning, from which the Northeast corner of Section 2 T57N, R83W, bears N68°20'14"E a distance of 1174.96 feet;

thence S11°48'06"W, 548.30 feet, to a point;
thence N78°11'54"E, 230.00 feet, to a point;
thence N11°48'06"E, 548.30 feet, to a point;
thence S78°11'54"E, 230.00 feet, to the point of beginning.

Said parcel contains 2.9 Acres more or less.

Basis of bearing taken from Grid azimuths using GPS observations. Based on NAD 1983 State Plane Coordinates, Wyoming East Central Zone.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF NATRONA } SS

I, MAYNARD JOHNSON, state that I am by occupation a registered land surveyor employed by Bear Paw Energy Inc., to make the survey of this right of way as shown on this map, and that the survey of said work was made by me and/or personnel under my direct supervision, and that such survey is, to the best of my knowledge and belief, accurately represented on this map.



POD "F" AREA BOUNDARY
NE 1/4 SECTION 2, T 57 N, R 83 W
Bear Paw Energy, LLC,
856 Coffeen Avenue
Sheridan, WY 82801

~SEAL~

Date: 7/02/2001 By: TLW Job no: 200019

- Found monument set by others
 - Boundary corner set with rebar and 1 1/4" Aluminum Cap
- Apparent recorded ownership: Anna Pilch Agreement of Trust

Prepared by William H. Smith & Assoc. P.C., Surveying Consultants, Green River, Wyoming