

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 13 day of February, 2001, that the undersigned, hereby referred to as "GRANTOR", hereby grants, assigns and conveys unto BEAR PAW ENERGY, LLC, 1625 Broadway, Suite 2300, Denver, Colorado 80202, 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:

TOWNSHIP 57 NORTH, RANGE 83 WEST, 6<sup>th</sup> P.M.  
Section 10: W/2NW/4

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 shall terminate and all rights hereunder revert to GRANTOR when the surface facilities located thereon have not been used by GRANTEE for a period of two (2) consecutive years, 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, assigns and successors and may be executed in any number of counterparts, each of which shall be deemed an original for all purposes.

This Surface Facility Grant supercedes and replaces that certain Easement for Compressor Site by and between LPD Ranch Partnership, a Montana General Partnership, as Grantor and J.M. Huber Corporation, as Grantee dated the 18<sup>th</sup> day of January, 2000.

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

**GRANTOR**

LPD Ranch Partnership, a Montana  
General Partnership

By: David Ross

David Ross, General Partner for  
LPD Ranch Partnership

**GRANTEE**

BEAR PAW ENERGY, LLC

By: Michael R. Henderson

Michael R. Henderson  
Executive Vice President

STATE OF WY )  
COUNTY OF King ) §

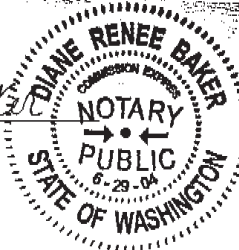
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2001, by David Ross, General Partner for LPD Ranch Partnership, a Montana General Partnership.

Witness my hand and official seal.

My Commission Expires:

6-29-04

Diane Renee Baker  
Notary Public



STATE OF COLORADO )  
CITY AND ) §  
COUNTY OF DENVER )

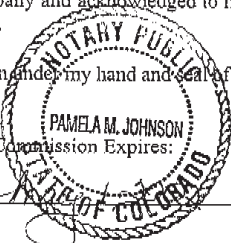
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2001, by Michael R. Henderson, known to me to be the Executive Vice President of Bear Paw Energy, LLC, a Delaware limited liability company and acknowledged to me that he executed this Surface Facility Grant for the considerations and purposes therein set forth.

Given under my hand and seal of office this 14<sup>th</sup> day of February, 2001.

My Commission Expires:

Pamela M. Johnson

Pamela M. Johnson  
Notary Public



Scale 1" = 1000'

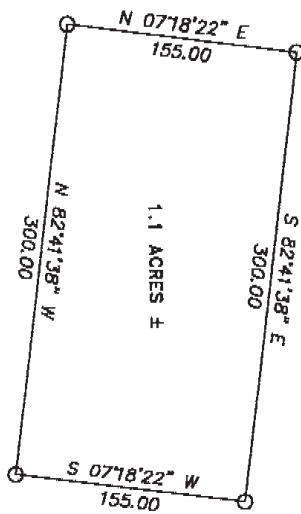


LPD Ranch  
Partnership

THE  
LOCATION  
POD E  
POD W

SEC 10

DETAIL



- Found monument set by others
  - Boundary corner set with rebar and 1 1/4" Aluminum Cap
- SECTION 10  
T57N-R83W  
8th P.M., WYOMING

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

LEGAL DESCRIPTION  
POD "E" BOUNDARY

A parcel of land being a part of the Northwest 1/4 of Section 10 T57N, R83W, 8th Principal Meridian, Sheridan County, Wyoming, and being more particularly described as follows:  
Beginning at the Northwest corner of Pod E, being the point of beginning, from which the Northwest corner of Section 10 T57N, R83W, bears N50°15'15"W a distance of 1177.07 feet;

thence; S82°41'38"E, 300.00 feet, to a point;  
thence; S07°18'22"W, 155.00 feet, to a point;  
thence; N82°41'38"W, 300.00 feet, to a point;  
thence; N07°18'22"E, 155.00 feet, to the point of beginning.

Said parcel contains 1.1 Acres more or less.

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

STATE OF WYOMING }  
COUNTY OF NATRONA } SS  
SURVEYOR'S CERTIFICATE

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 "E" AREA BOUNDARY  
NW 1/4 SECTION 10, T 57 N, R 83 W  
Bear Paw Energy, LLC  
856 Coffeen Avenue  
Sheridan, WY 82801

~SEAL~ Date: 10/10/2001 By: TLW Job no. 200019