

RIGHT OF WAY AGREEMENT

* 682

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 Bear Paw Energy, LLC, 1400 16th Street, Suite 310, Denver, Colorado 80202, its successors and assigns forever ("GRANTEE") a right of way fifty feet (50') in width for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, replacing, protecting, and removing one pipeline, and other appurtenances (including cathodic protection equipment, valves, vents, test leads, fittings, 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 of Sheridan, State of Wyoming, described as follows

Township 57 North, Range 83 West, 6th P.M.
Section 2: SW4 and Section 3: SE4NE4 & NE4SE4

Together with an easement for unrestricted rights of ingress and egress to, from and along said pipeline 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 pipe to a minimum depth of 48 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 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 GRANTEE may at any time lay an additional line or lines or other facilities alongside the first line upon payment of the same consideration per lineal rod for each as was paid for this right of way with the same rights and subject to the same conditions

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 28th day of May, 2003

OWNERS PILCH RANCH, LLC

BY [Signature]
Joe A Pilch

BY [Signature]
Marilyn Pilch Wolter by Joe A Pilch
Attorney-in-Fact for Marilyn Pilch Wolter

BY [Signature]
Eddie S Pilch

GRANTEE BEAR PAW ENERGY, LLC

BY [Signature]
Rick Srikijkarn, Attorney-in-Fact

STATE OF WYOMING)
) ss
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Eddie S Pilch, and Joe A Pilch and Marilyn Pilch Wolter by Joe A Pilch, attorney-in fact for Marilyn Pilch Wolter this 28th day of May, 2003

Witness my hand and official seal

My commission expires Oct. 13, 2004

Jennifer K. Green
 Notary Public



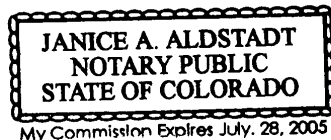
STATE OF COLORADO)
) ss
 COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Rick Srtikijkarn, known to me to be the Attorney-in-Fact for Bear Paw Energy, LLC, this 2nd day of June, 2003

My Commission expires

7/28/05

Janice A. Aldstadt
 Notary Public



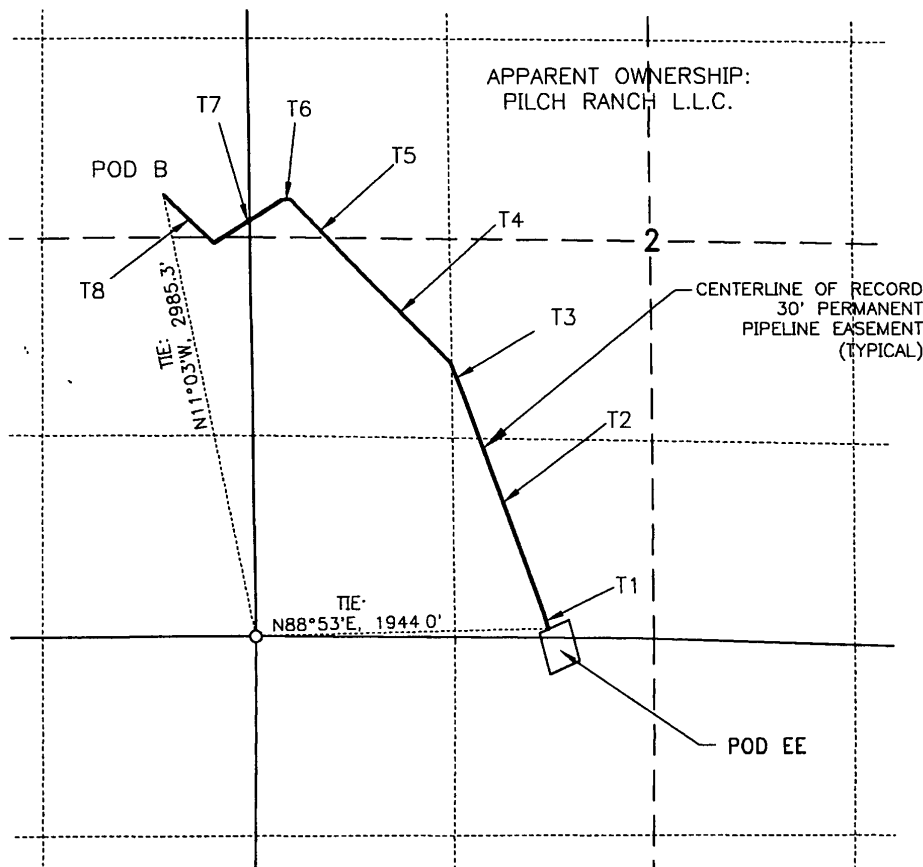
Client Bear Paw Energy, LLC FOR 856 Coffeen Avenue
City Sheridan State Wyoming Zip 82801

PROPERTY LOCATION PLAT

SE1/4NE1/4 Section 3, T. 57 N., R. 83 W., 6th Principal Meridian, Wyoming
NE1/4SE1/4 Section 3, T. 57 N., R. 83 W., 6th Principal Meridian, Wyoming
SW1/4NW1/4 Section 2, T. 57 N., R. 83 W., 6th Principal Meridian, Wyoming
E1/2SW1/4 Section 2, T. 57 N., R. 83 W., 6th Principal Meridian, Wyoming

County SHERIDAN State WYOMING

POD B – POD EE



TANGENT TABLE

T1	N14°25'W, 114'
T2	N19°49'W, 1540'
T3	N20°47'W, 221'
T4	N44°03'W, 946'
T5	N43°20'W, 567'
T6	N89°24'W, 56'
T7	S57°54'W, 539'
T8	N45°39'W, 458'

Footage 4441
Rods 269.15
Mileage 0.841
Acreage 3.059



SCALE 1"=1000'
BASIS OF BEARING:
MODIFIED NAD 83
WYOMING EAST CENTRAL ZONE

Date: 7/30/03
W.O. No. 11375
Acad File: 11375.dwg
Landowner: Pilch Ranch LLC
SHEET 1 OF 1



EXHIBIT "A"