

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Fred E. Trembath and Shirley A. Trembath, husband and wife (hereinafter referred to as "OWNER") for and in consideration of Ten and More Dollars (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto J M Huber Corporation, whose address is 1900 West Loop South, Suite 1600, Houston, Texas 77027, its successors and assigns, (hereinafter referred to as "COMPANY"), a right of way and easement seventy five (75) feet in width for the purpose of laying, constructing, maintaining, operating, repairing, replacing and removing one natural gas pipeline (with fittings, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas or any other liquids or substances for COMPANY'S operations across lands of OWNER, situated in the County of Sheridan, State of Wyoming, described as follows:

Township 58 North, Range 83 West
Section 36: SW

OWNER recognizes that an as-built plat, subsequent to survey, is attached hereto and recorded as Exhibit "A".

COMPANY agrees the natural gas pipeline for which this Right of Way Agreement is being granted shall be no greater than twenty-four (24) inches in diameter. COMPANY further agrees the natural gas pipeline is granted as a trunk pipeline transporting natural gas from compressor stations and other gathering lines, and not a market pipeline, nor is COMPANY the OWNER'S coalbed methane purchaser.

COMPANY shall notify OWNER prior to entry upon OWNER'S land, except for daily maintenance and operations, and shall consult with OWNER as to the location of the trunk pipeline. COMPANY will locate the trunk pipeline in a manner so as to cause the least interference with OWNER'S operations on the affected lands.

COMPANY shall bury the top of its pipe at least forty eight (48) inches below the surface of the ground. OWNER, its successors, heirs or 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, however 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 pipeline, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPAY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipeline and over and across said lands. If COMPANY fails to use the pipeline for a period in excess of twenty-four (24) consecutive months, the pipeline shall be deemed abandoned and COMPANY shall promptly take all actions necessary or desirable to clean up, mitigate the effects of use, and render the pipeline environmentally safe and fit for abandonment in place.

COMPANY agrees to comply with all applicable federal, state and local laws, rules and regulations.

COMPANY shall indemnify, defend and save and hold harmless OWNER from any and all claims, demands, causes of action, liability for damages, loss or injuries that arise out of COMPANY'S operations on the lands. Damage to livestock and damage to crops shall be paid for by COMPANY at current market value. Any fires caused by COMPANY'S personnel, agents, or assigns shall be paid for by paying the cost of replacement pasture, plus replacement and/or repair costs for all personal property destroyed or damages. The cost of replacement pasture will be determined by the amount generally accepted in the area for like kind pasture.

COMPANY shall restore the land as soon as practicable after the pipeline is completed. Restoration shall be made as near as possible to the condition when COMPANY first entered the land. COMPANY shall maintain the right of way and easement free of noxious weeds, litter and debris and shall spray for noxious weeds upon reasonable demand therefore by OWNER. COMPANY shall remove only the minimum amount of vegetation necessary for construction of the trunk pipeline. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate re-growth of vegetation. No construction or routine maintenance activities will be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of two (2) inches deep, the soil shall be deemed too wet to adequately support construction equipment.

No fences, cattleguards or other improvements on OWNER'S property shall be cut or damaged by COMPANY without the prior written consent of OWNER and the payment of additional damages or the institution of other safeguards to protect the rights and property of the OWNER. Unless otherwise agreed by OWNER, all disturbed areas caused by COMPANY'S operations will be re-seeded.

COMPANY shall give first preference to OWNER in awarding contracts for any work required to be performed on OWNER'S land pursuant to the terms of this Right of Way Agreement, including but not limited to earthmoving, spraying noxious weeds or reseeded, provided that OWNER has the equipment necessary to accomplish the work, is capable of adequately performing the work and is willing to perform the work at rates prevailing in the area.

All reseeded shall be done with suitable grasses selected by OWNER and during a planting period selected by OWNER. Reseeding shall be done at the rate of twelve (12) pounds of seed per acre for rangeland, and an amount to be determined by OWNER for irrigated ground. It shall be the duty of COMPANY to inspect and control all noxious weeds as may become established within areas used or disturbed by COMPANY. COMPANY shall inspect disturbed areas and shall reseed ground cover and/or noxious weeds, to the extent necessary to accomplish its obligations hereunder. COMPANY recognizes that this shall be a continuing obligation and COMPANY will

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reseed ground cover and/or control noxious weeds until areas disturbed by COMPANY are returned to as good condition as existed prior to construction.

COMPANY shall rehabilitate and restore all disturbed areas caused by COMPANY'S operations within six (6) months after termination of this right of way agreement, unless inclement weather prevents such rehabilitation and restoration within that time period.

OWNER shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted; provided, however, OWNER shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way and easement.

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

EXECUTED this 9th day of January, 2001.

OWNER:

By: Fred E. Trembath
Fred E. Trembath

By: Shirley A. Trembath
Shirley A. Trembath

COMPANY:

J M HUBER CORPORATION

By: J. Scott Zimmerman
J. Scott Zimmerman
CBM - Manager

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me this 9th day of January, 2001 by Fred E. Trembath and Shirley A. Trembath.

Witness my hand and official seal.

My commission expires:

Oct. 13, 2004

Jennifer K. Green
Notary Public



STATE OF Wyoming)
) ss.
COUNTY OF Sheridan

The foregoing instrument was acknowledged before me this 11th day of January, 2001 by J. Scott Zimmerman, CBM-Manager

Witness my hand and official seal.

My commission expires:

October 31, 2001

Raymond C. Miller
Notary Public



Sheet 1 of 2

● Found monument
Total distance along C = 3223.81
Total rods along C = 195.4
Total area along C = 3.7 ACRES ±
Apparent recorded ownership: Fred E. & Shirley A. Trembath
6th P.M., WYOMING

REC. S 89°49' E
80.00 ch

SECTION 36
T38N-R83W

5206.03
5220.32

Scale 1" = 1000'

REC. NORTH
80.00 ch
N 00°05'11" E

5290.82

REC. S 89°54' W
79.88 ch
N 89°35'37" E
5220.32

Fred E. & Shirley A. Trembath

SEC 36

S 00°14'21" W
5312.77
REC. NORTH
80.00 ch

Legal Description Attached

Basis of bearing taken from Grid 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 works was made by me and/or personnel under my direct
supervision, and that such survey is accurately represented on this map.



ASBUILT MAP

OF
POD "G" to POD "F"
15" Steel Trunkline
RIGHT OF WAY EASEMENT
SECTION 36, T 58 N, R 83 W

Applicant:
Bear Paw Energy, LLC,
856 Coffeen Avenue
Shelden, WY 82801

~SEAL~ Date: 4/2/2001 By: TLW Job no: 200019
Prepared by: William H. Smith & Assoc. P.C., Surveying Consultants, Green River, Wyoming

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Exhibit "A" attached to and made a part of
Right of Way Agreement dated January 9,
2001 between Fred E Trembath and Shirley
A Trembath and J M Huber Corporation

LEGAL DESCRIPTION
TO ACCOMPANY MAP OF
POD "G" TO POD "F"
16" STEEL TRUNKLINE
RIGHT-OF-WAY EASEMENT
SECTION 36, T 58 N, R 83 W

A strip of land for the purpose of right of way located in Section 36, T 58 N, R 83 W of the
Sixth Principal Meridian, Sheridan County, Wyoming. Right of Way is 50 feet in width 25 feet on either
side of the following described centerline:

Beginning at a point(Sta. 0+00.00) being the point of beginning, from which the Northwest corner
of Section 36 T58N, R83W bears N35°56'45"W, a distance of 3576.53 feet:

thence: S28°19'39"W, along said pipeline centerline 1199.89 feet, to a point(Sta. 11+99.89):

thence: S41°42'04"W, along said pipeline centerline 1108.99 feet, to a point(Sta. 23+08.88):

thence: S55°16'37"W, along said pipeline centerline 737.21 feet, to a point(Sta. 30+46.09):

thence: S58°09'34"W, along said pipeline centerline 177.72 feet, to a point(Sta. 32+23.81), on the
South line of Section 36 T58N, R83W, from which the Southwest corner of Section 36 bears
S89°50'02"W a distance of 41.87 feet.

Said right of way is 3223.81 feet in length, or 195.4 rods, and contains 3.7 acres ±.

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

ASBUILT

LEGAL DESCRIPTION
TO ACCOMPANY MAP OF
POD "G" TO POD "F"
16" STEEL TRUNKLINE
RIGHT OF WAY EASEMENT
SECTION 36, T 58 N, R 83 W

applicant:
Bear Paw Energy, LLC.
856 Coffeen Avenue
Sheridan, WY 82801