

PIPELINE EASEMENT

STATE OF WYOMING
COUNTY OF SHERIDAN

549284 EASEMENT
BOOK 477 PAGE 0233
RECORDED 08/11/2006 AT 01:35 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

For and in consideration of \$10.00 and more in hand, paid, and sufficiency of which is hereby acknowledged, the undersigned **TREMBATH LAND COMPANY, LLC**, (hereinafter called GRANTOR, whether one or more), does hereby grant, bargain, sell, convey and warrant to **BEAR PAW ENERGY, LLC**, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement ("right-of-way") along a route, the location of which has been agreed to by the parties (the location of the initial pipeline, as constructed, to evidence such agreed route), to construct, maintain, survey, operate, repair, alter, add, replace or remove one or more pipelines and appurtenant facilities including without limitation, above and below ground valves, cathodic protection equipment and markers (collectively the "pipeline(s)"), across, under and upon the lands of GRANTOR in the County of Sheridan, State of Wyoming, to wit:

County of Sheridan, State of Wyoming, Section 31 T58N R82W, Section 36 T58N, R83W

Notwithstanding anything to the contrary herein this Pipeline Easement is further subject to an Addendum page of even date, which is incorporated by reference. If any of the terms of this Pipeline Easement conflict with the Addendum, the terms and conditions of the Addendum shall govern and control.

The Easement and right of way shall be more specifically identified as a strip of land more fully described on a pipeline location and dimensional survey map, which shall be attached hereto as Exhibit "A" and by this reference made a part hereof. The Exhibit "A" may be supplemented with the actual "as-built" survey map, but in no event shall the location of the pipeline materially change from the location shown on the attached Exhibit "A" without the written consent of the Grantor. Any and all mineral rights and surface uses are retained by the Grantors in the easement location.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and under growth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline.

GRANTOR shall not place any obstruction across, under or upon the surface of the right-of-way which could interfere with the construction or the normal operation and maintenance of the pipeline. GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the right-of-way, nor change the contour thereof, without the prior written consent of GRANTEE. The Easement and right of way shall be seventy-five feet (75') in width during initial construction and after initial construction, the easement and right of way shall revert to fifty feet (50') in width, being twenty-five feet (25.0') on each side of the centerline and in addition, the right to use additional work space along the right-of-way area at the crossing of roads, railroads, streams, terraces and uneven terrain. Notwithstanding the foregoing dimensional limitations, for additional working space during construction and removal of the pipeline, Grantee shall compensate

234 Grantor for any damage outside the construction or permanent easement, as the case may be, as a direct result of the Grantee's activities, excluding any agreed upon temporary use areas. Any such additional space shall constitute the construction boundaries of the easement and right of way. The GRANTEE shall have the right to assign this Pipeline Easement in whole or in part.

GRANTOR acknowledges receipt of payment, and hereby irrevocably waives any additional claims to compensation, for surface damages occasioned by construction of the initial pipeline along the agreed route. GRANTOR agrees that upon construction of any additional pipelines along the agreed route. GRANTEE agrees to bury all pipe so that the top of the pipe is at least 42 inches below the surface of the ground. GRANTEE shall pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by the construction, maintenance, operation, repairing, alteration, replacement or removal of said pipeline(s) and appurtenant facilities.

Furthermore, GRANTEE shall compensate GRANTOR for damages, which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

GRANTOR represents that it is the owner of the lands described above subject only to outstanding mortgages and rights-of-way, if any, now of record in said county.

Unless otherwise stated herein or contained in the addendum attached hereto, it is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement. This Pipeline Easement may be modified or amended only by a writing signed by each of the parties hereto, or their successors or assigns. All provisions of this Pipeline Easement, including the benefits and burdens, are appurtenant to and run with the land. The right-of-way burdens the property of the GRANTOR on which the right-of-way is located and is binding upon and inures to the benefit of the successors and assigns of each of the parties hereto. This Pipeline Easement is not intended to and does not constitute a dedication for public use. GRANTEE may record this Pipeline Easement at any time after it is executed by GRANTOR. Upon termination, GRANTEE, its successors or assigns shall file a release of its rights under this agreement in the office of the County Clerk of Sheridan County, Wyoming.

This Pipeline Easement shall be governed by Wyoming law. All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To the GRANTEE:
Bear Paw Energy, LLC
1400 16th Street, Suite 310
Denver, CO 80202

To the GRANTOR:
Trembath Land Company, LLC
845 Absarak Street
Sheridan, WY 82801

Either party, by notice given as provided above, may change the address to which future notices should be sent.

This right-of-way Grant may be executed in multiple counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

10th IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this day of October 2005.

GRANTOR/LANDOWNER'S SIGNATURE

By: Fred Trembath

SS# or EIN# 26-0045914

Title: Manager

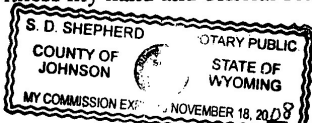
STATE OF Wyoming)

SS.

COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 10 day of October 2005 by Fred Trembath of Trembath Land Co. LLC

Witness my hand and official seal.

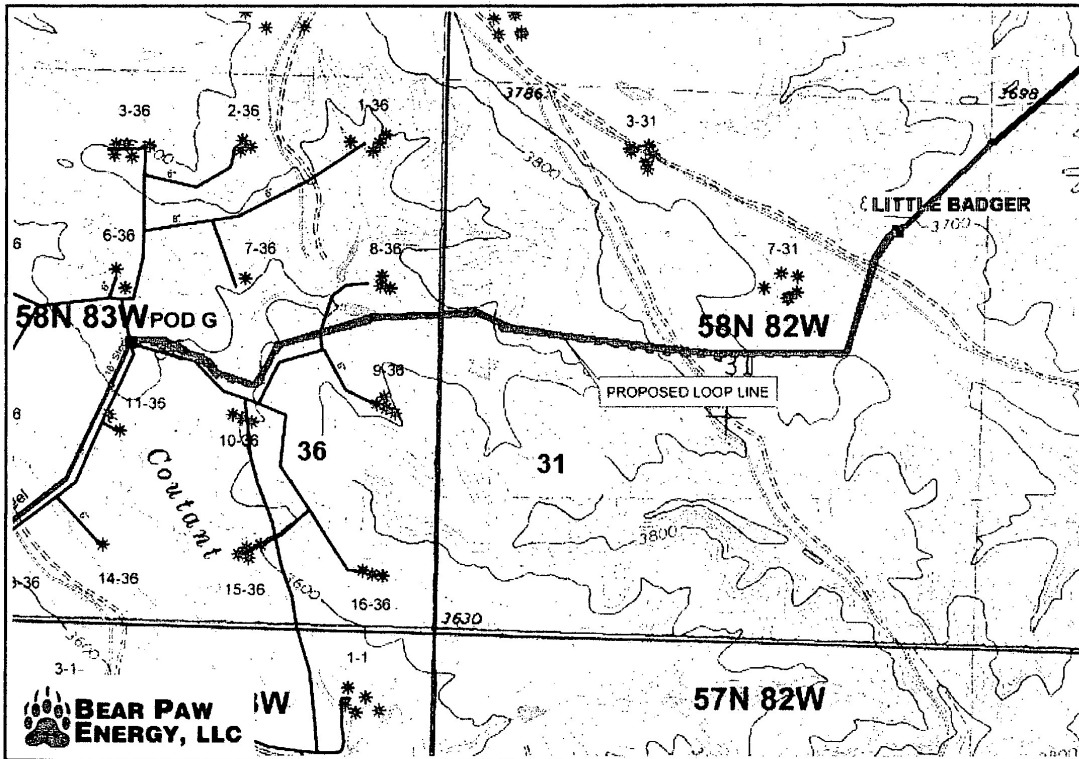


S. D. Shepherd
Notary Public

My commission expires: Nov 18, 2008

EXHIBIT "A"

TREMBATH LAND COMPANY, LLC
SHERIDAN COUNTY, WYOMING



WORTHINGTON, LENHART & CARPENTER, INC.

P.O. BOX 1056, GILLETTE, WYOMING 82717

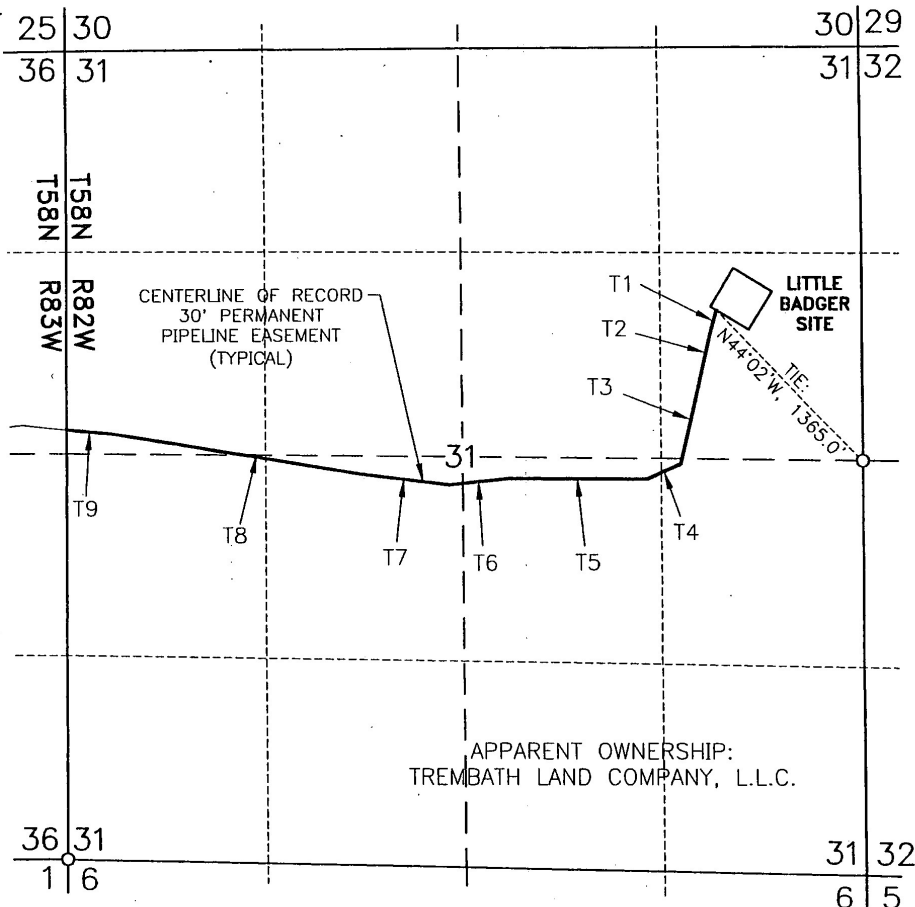
Client Bear Paw Energy, LLC FOR Address 1400 16th Street, Suite 310
 City Denver State Colorado Zip 80202

PROPERTY LOCATION PLAT

PORTIONS OF Section 31, T. 58 N., R. 82 W., 6th Principal Meridian, Wyoming

County SHERIDAN State WYOMING

LITTLE BADGER LOOP LINE (16")



TANGENT TABLE

T1	S15°58'W, 145'
T2	S12°58'W, 284'
T3	S13°07'W, 604'
T4	S66°01'W, 243'
T5	N89°49'W, 926'
T6	S83°50'W, 389'
T7	N83°01'W, 613'
T8	N80°32'W, 1648'
T9	N84°31'W, 296'

Footage 5148
 Rods 312.00
 Mileage 0.975
 Acreage 3.545



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

Date: 3/29/06
 W.O. No. 12117-02
 Acad File: 12117 Exh.dwg
 Landowner: Trembath Land
 SHEET 1 OF 2

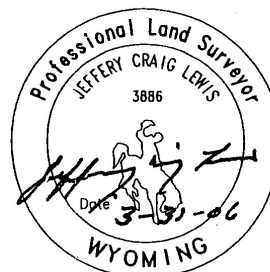


EXHIBIT "A"

WORTHINGTON, LENHART & CARPENTER, INC.

P.O. BOX 1056, GILLETTE, WYOMING 82717

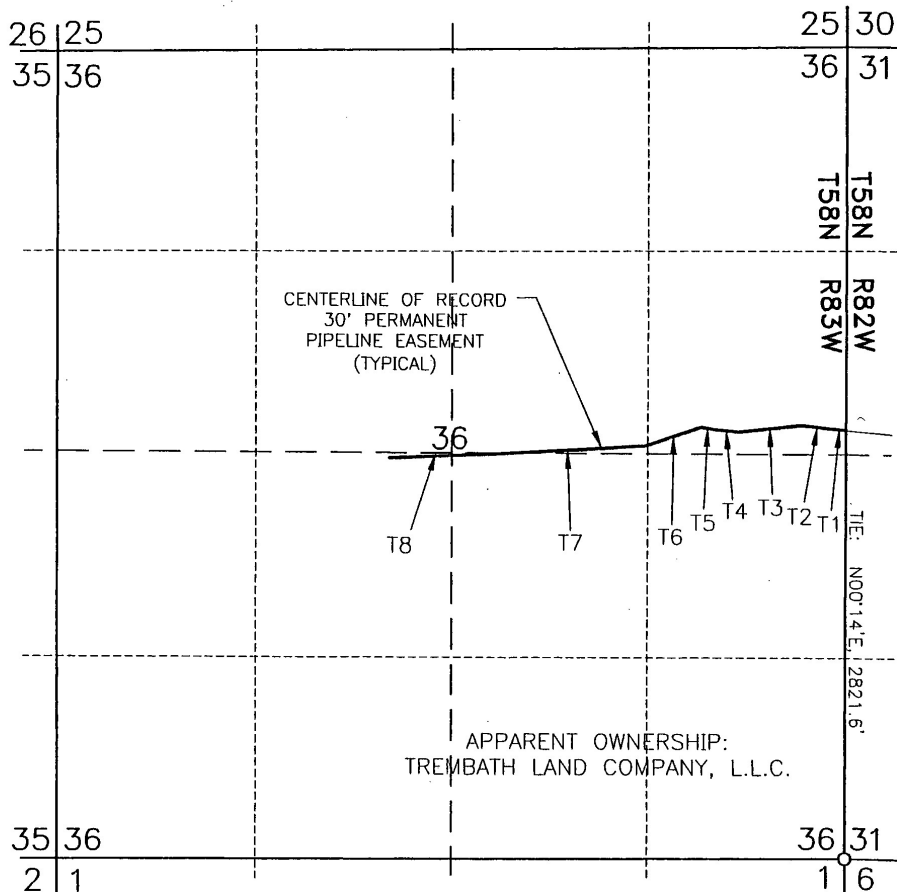
Client Bear Paw Energy, LLC FOR Address 1400 16th Street, Suite 310
 City Denver State Colorado Zip 80202

PROPERTY LOCATION PLAT

S1/2NE1/4 Section 36, T. 58 N., R. 83 W., 6th Principal Meridian, Wyoming
NW1/4SE1/4 Section 36, T. 58 N., R. 83 W., 6th Principal Meridian, Wyoming
NE1/4SW1/4 Section 36, T. 58 N., R. 83 W., 6th Principal Meridian, Wyoming

County SHERIDAN State WYOMING

LITTLE BADGER LOOP LINE (16")



TANGENT TABLE

T1	N84°31'W, 84'
T2	N83°38'W, 207'
T3	S83°43'W, 418'
T4	N84°39'W, 163'
T5	N79°02'W, 85'
T6	S71°01'W, 386'
T7	S86°43'W, 1042'
T8	S87°43'W, 667'

Footage 3052
 Rods 184.97
 Mileage 0.578
 Acreage 2.102



SCALE: 1"=1000'
 BASIS OF BEARING:
 NAD 27
 WYOMING EAST
 CENTRAL ZONE

Date: 3/29/06
 W.O. No. 12117-02
 Acad File: 12117 Exh.dwg
 Landowner: Tremboth Land
 SHEET 2 OF 2



EXHIBIT "A"