

BPE #662

RIGHT OF WAY AGREEMENT

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 16<sup>th</sup> 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, changing the size of and removing a pipeline or pipelines, electric lines 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 hydrocarbons, water, power and information, and any other substances, whether fluid or solid, any products, derivatives, combinations or mixtures of the foregoing 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:

SE 1/4 NW 1/4 Sec 1 T 57N R 83W PM Wyoming  
(as more particularly shown on Preliminary Exhibit "A" and by this reference made a part hereof)

Together with an easement for unrestricted rights of ingress and egress to, from and along said pipeline(s) 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 below plow depth. 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 23 day of October, 2002

OWNER:

Clayton D. Hamilton

GRANTEE:

Bear Paw Energy, LLC

Caroline Hamilton  
Rick Shipkham

STATE OF Wyoming  
COUNTY OF Sheridan

) ss.

The foregoing instrument was acknowledged before me by Clayton D. Hamilton this 23 day of October, 2002

Witness my hand and official seal.

My commission expires:

June 30, 2005

Theodore A. Huss  
Title of Officer: Notary Public



WORTHINGTON, LENHART & CARPENTER, INC.  
P.O. BOX 1056, GILLETTE, WYOMING 82717

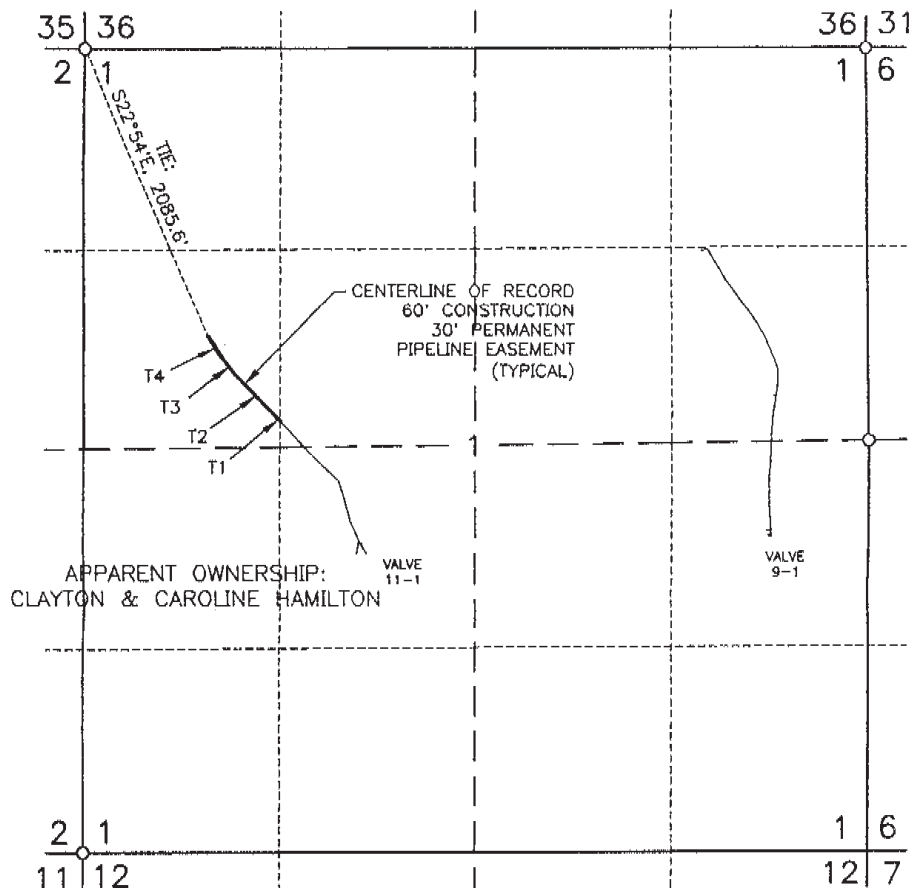
Client Bear Paw Energy, LLC FOR Address 856 Coffeen Avenue  
City Sheridan State Wyoming Zip 82801

PROPERTY LOCATION PLAT

SW1/4NW1/4 Section 1, T. 57 N., R. 83 W., 6th Principal Meridian, Wyoming

County SHERIDAN State WYOMING

PRAIRIE DOG CREEK FIELD



TANGENT TABLE	
T1	N42°03'W, 33'
T2	N43°41'W, 400'
T3	N39°01'W, 131'
T4	N30°45'W, 186'

Footage 750  
Rods 45.45  
Mileage 0.142  
Acreage 0.517



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

Date: 1/16/03  
W.O. No. 11203  
Acad File: 11203.dwg  
Landowner: Hamilton  
SHEET 1 OF 1



EXHIBIT "A"