

LTH 421

**SURFACE FACILITY GRANT
(RECEIVER STATION SITE)**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged this 26th day of October, 2000, that the undersigned, hereby referred to as "GRANTOR", hereby grants, assigns and conveys unto BEAR PAW ENERGY, LLC, 370 Seventeenth Street, Suite 2775, Denver, Colorado 80202-1390, 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:

A rectangular tract of land **fifty feet (50') wide by seventy five feet (75') long**, more or less, as more particularly described on the attached Exhibit "A", which is incorporated by reference herein, the width and length of which rectangular tract shall be within the right of way of that certain pipeline Right of Way Agreement dated September 29, 2000, by and between Grantor and Grantee, said pipeline Right of Way Agreement covering:

TOWNSHIP 57 NORTH, RANGE 83 WEST, 6th PM
Section 16: ALL

For purposes of reiteration, this Surface Facility Grant for a Receiver Station Site is confined to the rectangular tract of land, **fifty feet (50') wide by seventy five feet (75') long**, above described, and reference to the pipeline Right of Way Agreement that covers all of Section 16, T57N-R83W, is an aid in description and not in implication that this surface facility grant covers all of said Section 16.

GRANTEE shall have the right to install, maintain, inspect, replace, erect, operate and remove receiver 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 granted shall terminate and all rights thereunder revert to GRANTOR when the surface facilities located thereon have not been used by GRANTEE for a period of two (2) consecutive year(s), 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, or livestock of GRANTOR's tenant(s).
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, successors and assigns and may be executed in any number of counterparts, each of which will be deemed an original for all purposes.

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

GRANTOR:
Eva C. Taylor

Eva C. Taylor
Eva C. Taylor
285 Pinehurst Trace Drive
Pinehurst, NC 28374

GRANTEE:
BEAR PAW ENERGY, LLC

Don H. Littleton
By: Don H. Littleton, as agent

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA)
COUNTY OF Brunswick) ss.

On this 30 day of Oct, 2000, before me personally appeared Eva C. Taylor, known to me to be the person(s) who is/are described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same.

Janet S. Howard
NOTARY PUBLIC

My commission expires:

Nov 17, 2001

ACKNOWLEDGEMENT

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

On this 31 day of October, 2000, before me personally appeared Don H. Littleton, known to me to be the person(s) who is/are described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same.

Jennifer K. Green
NOTARY PUBLIC

My commission expires:

October 13, 2004

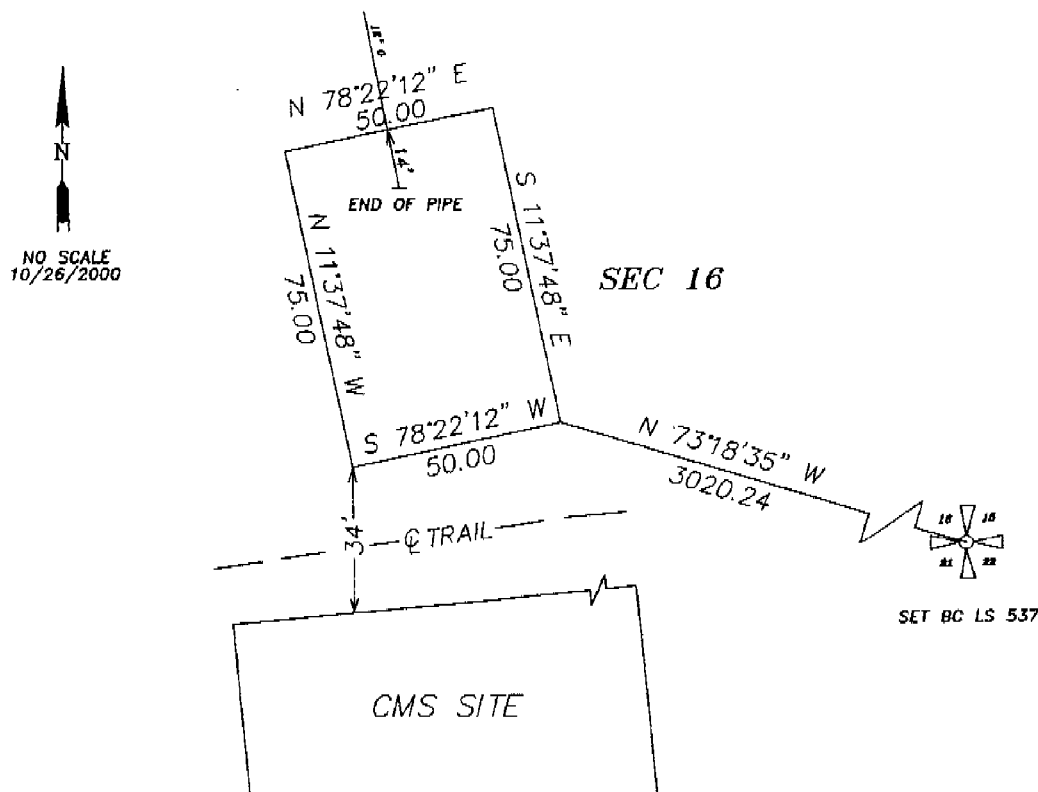


EXHIBIT A to SURFACE FACILITY GRANT for RECEIVER STATION SITE

South 1/2 Sec 16 T57N, R83W

Description of a parcel of land located in and being a part of part of the South 1/2 Section 16, T 57 N, R 83 W, of the 6th Principal Meridian, Sheridan County, Wyoming, and being more particularly described as follows:

Beginning at the Southeasterly corner of above mentioned parcel, which point bears N 73°18'35" W and 3020.2 feet from the Southeast Corner Section 16; Thence S 78°22'12" W, 50.0 feet; Thence N 11°37'48" W, 75.0 feet; Thence N 78°22'12" E, 50.0 feet; Thence S 11°37'48" E, 75.0 feet to the point of beginning and containing 0.09 Acres more or less.



Note: This survey made from existing corners found in the field, being accepted or established by others. This survey is not to be construed as a complete retracement survey. Section lines are projected from the original field notes.