

**RIGHT OF WAY AGREEMENT**

611

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 Sixty feet (60') in width during construction, reverting to a Thirty feet (30') in width permanent right of way easement for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, replacing, protecting, and removing a pipeline or pipelines, and other appurtenances (including cathodic protection equipment, valves, vents, test leads, 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, 6<sup>th</sup> P.M.****Section 21: S2**

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 gas and water pipeline(s) to a minimum depth of 60 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, if any, 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, its contractors, subcontractors, agents, and or assigns agree to comply with the construction consideration and requirement as shown on Exhibit B attached to and made a part hereof.

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 1<sup>st</sup> day of May, 2002

OWNER:

GRANTEE:

Eva C. Taylor  
Eva C. Taylor

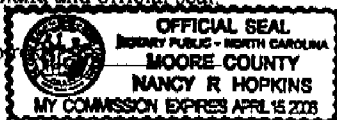
Bear Paw Energy, LLC  
By: Rick Srikijkarn  
Rick Srikijkarn, Attorney in Fact

STATE OF NORTH CAR  
COUNTY OF MOORE ) ss.

The foregoing instrument was acknowledged before me by Eva C. Taylor, this 1<sup>st</sup> day of May, 2002.

Witness my hand and official seal.

My commission expires



Nancy R. Hopkins  
Notary Public

STATE OF COLORADO  
COUNTY OF ADAMS ) ss

The foregoing instrument was acknowledged before me by Rick Srikijkarn, known to me to a Attorney in Fact for Bear Paw Energy, LLC this \_\_\_ day of May, 2002.

Witness my hand and official seal.

My commission expires: July 28, 2005

Janice A. Woods  
Notary Public

GLO S 89°58' W  
80.02 ch

CENTERLINE DESCRIPTION  
FOR  
GAS PIPELINE  
RIGHT-OF-WAY  
SE 1/4 SW 1/4 SECTION 21, T 57 N, R 83 W

A strip of land for the purpose of a pipeline right-of-way located in the SE 1/4, SW 1/4 of Section 21, T 57 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 on the centerline of said R-O-W at Sta. 51+07.84 on the South line of Section 21 T57N, R83W, from which the Southwest corner of Section 21 T57N, R83W bears S89°51'47"W, 2478.06 feet:

thence: N 29°39'31" W, along said R-O-W centerline 771.96 feet to Sta. 58+79.80;  
thence: N 20°29'34" W, along said R-O-W centerline 155.41 feet to Sta. 60+35.21, being the end of said centerline, from which the Southwest corner of Section 21 T57N, R83W, bears S89°51'47"W, 2201.04 feet.

Said right of way is 927.37 feet in length, or 56.2 rods, and contains 1.06 acres ±.  
Basis of bearings are Grid bearings based on GPS observations. Based on the Wyoming State Plane Coordinate System East Central Zone NAD 83.

SCALE 1"=1000'

GLO NORTH

N 00°15'09" W 80.00 ch

N 00°04'56" E 2649.77  
GLO NORTH 80.00 ch

SEC 21

EVA C.  
TAYLOR

SURVEYOR'S CERTIFICATE  
STATE OF WYOMING }  
COUNTY OF NATRONA } SS

I, WAYNARD 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 work was made by me and/or personnel under my direct supervision, and that such survey is, to the best of my knowledge and belief, accurately represented on this map.



# ASBUILT MAP

OF  
POD "J" GATHERING  
RIGHT OF WAY EASEMENT  
SE 1/4 SW 1/4 SECTION 21, T57N, R83W,  
OF THE 6TH PRINCIPAL MERIDIAN  
SHERIDAN COUNTY, WYOMING

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

LINE TABLE		
NO.	BEARING	DISTANCE
L12	N 29°39'31" W	771.96
L13	N 20°29'34" W	155.41

Found monument set by others  
Total distance along = 927.37  
Total rods along = 56.2  
Total area along = 1.06 ACRES ±

Apparent recorded ownership: Eva C. Taylor

NOTE: RECORDS PROVIDED BY CLIENT REPRESENTATIVE

Prepared by William H. Smith & Assoc. P.C., Surveying Consultants, Green River, Wyoming  
Date: 7/15/2002 By: TLW Job No. 20019

~SEAL~