

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 16th Street, Suite 310, Denver, Colorado 80202, its successors and assigns forever ("GRANTEE") a right of way Eighty feet (80') 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, 6th P.M.
Section 1: NW4NW4

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 pipeline(s) to a minimum depth of 36 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.

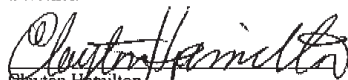
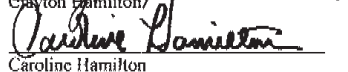
OWNER represents that the above-described land is not rented for the period beginning April 1, 2002 and ending July 31, 2002 on a cash or crop basis.

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 20 day of February, 2002

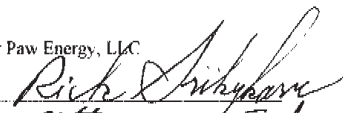
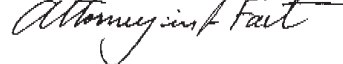
OWNER:


Clayton Hamilton

Caroline Hamilton

GRANTEE:

Bear Paw Energy, LLC.

By:


Rick Anderson

Attorney in Fact


STATE OF WYOMING)
) ss.

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Clayton and Caroline Hamilton, this 20th day of February, 2002.

Witness my hand and official seal.

My commission expires: 4-10-2004



Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me by Rick S. Kijak, this 25th day of February, 2002.

Witness my hand and official seal.

My Commission expires: MY COMMISSION EXPIRES FEB. 15, 2004

Glenn D. Shields

Notary Public

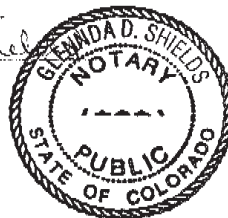
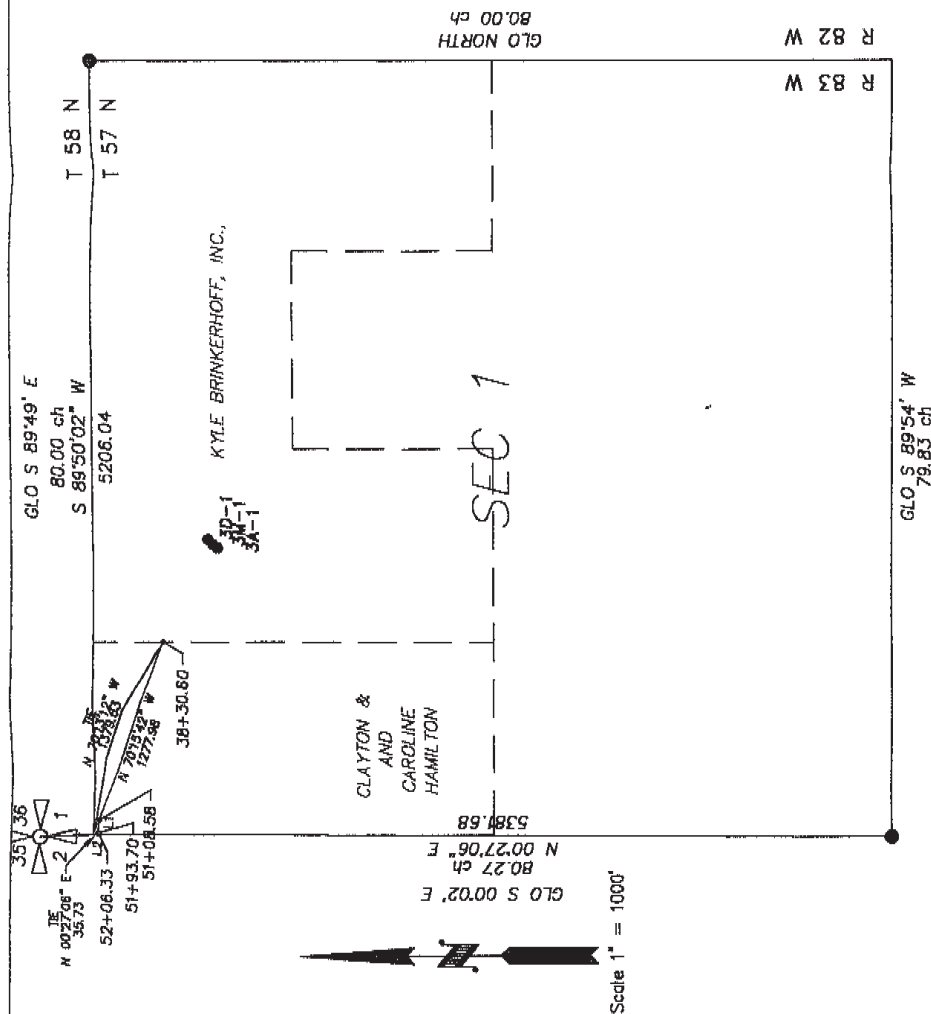


EXHIBIT "B"

CONSTRUCTION CONSIDERATIONS / REQUIREMENTS

1. Park on the shale or construction easement not on the grass.
2. Wash all equipment before entering the field.
3. Pick up all trash whether you dropped it or not.
4. Maintain all equipment in the shop, not on the range.
5. Conduct operations only in dry conditions not mud.
6. Park any and all unused equipment in the yard.
7. Place construction materials in the easement or on well site or compressor site.
8. It will be Grantees responsibility to monitor noxious weeds and take corrective action where needed.
9. Leave gates as they are found.
10. Close, fence, or guard all open holes, lines, or ditches.
11. Stop when asked.
12. Use only approved roads.
13. No guns, dogs, alcohol, or drugs.



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

A strip of land for the purpose of a pipeline right-of-way located in the NW/4, NW/4 of Section 1, T 57 N, R 83 W of the Sixth Principal Meridian, Sheridan County, Wyoming. Right of Way is 30 feet in width 25 feet on either side of the following described centerlines:

Beginning at a point on the centerline of said pipeline on the approximate boundary between Kyle Brinkerhoff Inc., and Clayton and Caroline Hamilton at Sta. 38+30.80, from which the Northwest corner of Section 1 T57N, R83W bears N70°13'12"W, 1379.63 feet

thence: N 70°15'42" W, along said pipeline centerline for 1277.96 feet to Sta. 51+08.58; thence: N 85°49'42" W, along said pipeline centerline for 85.12 feet to Sta. 51+93.70; thence: S 58°11'25" W, along said pipeline centerline for 12.83 feet to Sta. 52+06.33, on the West line of Section 1 T57N, R83W, from which the Northwest corner of Section 1 T57N, R83W, bears N00°27'08"E, 35.73 feet.

Said right of way is 1375.73 feet in length, or 83.4 rods, and contains 1.38 acres ±.

Basis of bearings are Grid bearings based on GPS observations. Based on the Wyoming State Plane Coordinate System, East Central Zone NAD 83.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF NATRONA }

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 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 "F" GATHERING
RIGHT OF WAY EASEMENT
NW/4, NW/4 SECTION 1, T57N, R83W,
OF THE 6TH PRINCIPAL MERIDIAN
SHERIDAN COUNTY, WYOMING

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

Date: 5/31/2002 By: TLW Job No. 20019
Prepared by William H. Smith & Assoc. P.C., Surveying Consultants, Green River, Wyoming

LINE NO.	BEARING	DISTANCE
1.2	N 85°49'42" W	85.12
1.3	S 58°11'25" W	12.83

SECTION 1
T57N-R83W
6th P.M., WYOMING

Found monument set by others
Total distance along C = 1375.73
Total rods along C = 83.4
Total area along C = 1.38 ACRES ±
Apparent recorded ownership: Clayton & Caroline Hamilton

~SEAL~