Missouri Division.

Contract No. 6360N. Easement Deed No. 9317.

Northwestern Improvement Company.

THIS DEED, made the nineteenth day of January, in the year of our Lord, one thousand nine hundred and sixteen, by the NORTHWESTERN IMPROVEMENT COMPANY, a corporation of the State of New Jersey, grantor, to the County of Richland, in the State of Montana, grantee, WITNESSETH:

The grantor, in consideration of the sum of one dollar ($1.00), unto it paid by the grantee, the receipt whereof is acknowledged, grants unto the grantee and assigns, the right to use and occupy for a public road the following described land, situate in the County of Richland and State of Montana, to-wit:

That portion of the north half of northeast quarter and northeast quarter of northwest quarter of section three (3), in township twenty-two (22) North, of range fifty-three (53), described as follows: Beginning at the northeast corner of said section; running thence south eighty-nine degrees fifty-eight minutes (89°58') west, along the north line of said section, three thousand eight hundred eighty-six and 3/10 (3,886.3) feet; thence south seventy-seven degrees thirty minutes (77°30') east, one hundred thirty-eight and 6/10 (138.6) feet, more or less, to a point thirty (30) feet southerly, measured at right angles, from said north line; thence north eighty-nine degrees fifty-eight minutes (89°58') east, three thousand seven hundred fifty-one (3,750) feet, more or less, to a point on the east line of said section, thirty (30) feet south of said northeast corner; thence north, no degrees two minutes (00°02') west to said northeast corner; containing two and 63/100 (2.63) acres, more or less;

Also the north thirty (30) feet of section five (5), in township twenty-two (22) North, of range fifty-three (53); containing three and 64/100 (3.64) acres, more or less;

Also that portion of the south half of southeast quarter and southeast quarter of southwest quarter of section thirty-one (31), in township twenty-three (23) North, of range fifty-three (53), described as follows: Beginning at the southeast corner of said section; running thence northerly, on the east line of said section, thirty (30) feet; thence south eightynine degrees fifty-eight minutes (89°58') west, parallel with the south line of said section thirty-one (31), three thousand eight hundred thirty-nine and 4/10 (3,839.4) feet; thence due south thirty (30) feet to a point on the south line of said section one thousand three hundred (1,300) feet, more or less, east from the southwest corner of said section; thence north eighty-nine degrees fifty-eight minutes (89°58') east, along the south line of said section, three thousand eight hundred thirty-nine and 4/10 (3,839.4) feet, more or less, to the point of beginning, containing two and 64/100 (2.64) acres, more or less; excepting therefrom a strip of land one hundred (100) feet wide, being fifty (50) feet on each side of the center line of the main track of the Montana Eastern Railway, as the same is located and staked out across the premises, containing twelve one-hundredths (.12) of an acre, more or less;

Also those portions of the south half of northeast quarter, north half of southeast quarter, east half of southwest quarter and southwest quarter of southwest quarter of section thirty-five (35), in township twenty-three (23) North, of range fifty-three (53), which are contained within a strip of land sixty (60) feet wide, the center line of which is described as follows: Beginning at the quarter section corner on the east line of said section thirty-five (35); running thence south seventy degrees no minutes (70°00') west, four hundred forty-two (442) feet; thence north sixty-eight degrees no minutes (68°00') west, four hundred three (403) feet, more or less, to the north line of said north half of southeast quarter; thence west, along said north line, one thousand four hundred ninety-two (1,492) feet; thence south,

forty-six degrees thirty minutes (46°30') west, four hundred eighty-five (485) feet, more or less, to the west line of said north half of southeast quarter; thence south thirty degrees thirty minutes (30°30') west, two thousand six hundred eighty (2,680) feet, more or less, to the south line of said southwest quarter of southwest quarter; thence south eighty-nine degrees fifty-eight minutes (89°58') west along said south line, one thousand two hundred eighty (1,280) feet, more or less, to the southwest corner of said section; containing eight and 46/100 (8.46) acres, more or less;

Also those portions of the south half of north half and north half of south half of section thirty-one (31), in township twenty-three (23) North, of range fifty-four (54), which are contained within a strip of land sixty (60) feet wide, the center line of which is described as follows: Beginning at the quarter section corner on the west line of said section; running thence east, along the north line of said north half of south half, eight hundred (800) feet; thence south fifty-seven degrees no minutes (57°00') east, four hundred (400) feet; thence north seventy-three degrees thirty minutes (73°30') east, seven hundred seventy (770) feet, more or less, to said north line of north half of south half; thence east, along said north line, two thousand one hundred sixty-six (2,166) feet, more or less, to the westerly line of the existing highway known as "Road A-199"; containing five and 7/10 (5.7) acres, more or less;

Also the west thirty (30) feet of the southeast quarter of southeast quarter and south half of northeast quarter of southeast quarter of section eleven (11), in township twenty-two (22) North, of range fifty-five (55); containing one and 37/100 (1.37) acres, more or less;

Also a strip of land sixty (60) feet wide, in Government lots five (5) and six (6) and east half of southwest quarter of section five (5), in township nineteen (19) North, of range fifty-eight (58), the center line of which is a straight line, described as follows: Beginning at a point on the south line of said east half of southwest quarter, one hundred five (105) feet northwesterly, measured at right angles, from the center line of the main track of the Yellowstone River Branch of the Northern Pacific Railway, as now constructed and operated; running thence north twelve degrees forty-seven minutes (12°47') east, parallel with said center line of main track and said center line produced, to the southeasterly line of the right of way of the main canal of the Lower Yellowstone Project of the United States Reclamation Service in said lot five (5) excepting, however, the right of way fifty (50) feet wide of the lateral canal of said Lower Yellowstone Project in the southeast quarter of southwest quarter of said section five (5); said strip containing four and 3/10 (4.3) acres, more or less;

And also a strip of land sixty (60) feet wide, extending across the east half of east half of section thirty-one (31), in township twenty-three (23) North, of range fifty-four (54); the center line of said strip is described as follows: Beginning at a point on the north line of said section thirty-one (31), three hundred eighty-four (384) feet west from the northeast corner thereof; running thence south twenty-three degrees fifty-eight minutes (23°58') west, one thousand nine hundred seventy (1,970) feet; thence south one degree nineteen minutes (1°19') east, nine hundred five (905) feet; thence south eighteen degrees forty-seven minutes (18°47') east, eight hundred twenty-three (823) feet; thence south twenty-five degrees twenty-one minutes (25°21') east, two thousand thirty-four (2,034) feet, more or less, to the southeast corner of said section; said strip containing seven and 9/10 (7.9) acres, more or less;

The foregoing lands are all East of the Montana Principal Meridian, and contain, in the aggregate, thirty-six and 52/100 (36.52) acres, more or less, reserving, however, unto the grantor, its successors and assigns, forever, the use of such surface ground as may be

necessary for exploring for and mining or otherwise extracting and carrying away all minerals of any nature whatsoever, including coal, iron, natural gas and oil, upon or in said land, or adjoining land.

Should the grantee cease to maintain such public road, the right hereby granted shall terminate.

IN WITNESS WHEREOF, the grantor has caused these presents to be sealed with its corporate seal, and signed by its President, the day and year first above written.

Signed, sealed and delivered in the presence of:

E. A. Gay.

E. F. Gardner.

(Corp. Seal).

NORTHWESTERN IMPROVEMENT COMPANY,

By W. P. Clough,

President.

Attest:

Geo. H. Earl

Secretary.

State of New York,)
) ss.
County of New York.

On this 21st day of February, in the year 1916, before me, Edwin C. Weisz, a Notary Public, personally appeared W. P. Clough, to me known to be President of the Northwestern Improvement Company, the corporation which executed the foregoing instrument, and who, being duly sworn, did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said W. P. Clough acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year last aforesaid.

Edwin C. Weisz,

Notary Public.

Notary Public, New York County No.4122.

(Seal).

My commission expires March 30th, 1916.

-o)O(o-

Filed for record the 29th day of February, A. D. 1916, at 9 o'clock A. M.

Compared by C.D.

Read by M.L.

Ross S. Thomas

Recorder.

Form L. D. 403 1-24-49 1M RP

BOOK A 73 PAGE 320

(GG)

Contract No. 8846N

Deed No. 12844

MONTANA-MISSOURI DIVISION

Northwestern Improvement Company

This Deed, Made the seventeenth day of March in the year of our Lord one thousand nine hundred and fifty-two by the NORTHWESTERN IMPROVEMENT COMPANY, a corporation of the State of Delaware, grantor, to ALBERT HOFFMAN, of Vida, in the County of McCone and State of Montana, grantee, WITNESSETH:

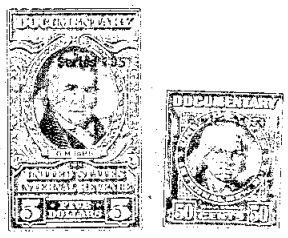
The grantor, in consideration of the sum of Five thousand and 00/100 (5,000.00) Dollars unto it paid, the receipt whereof is acknowledged, grants, bargains, sells and conveys unto the grantee, his heirs and assigns, the following described tract of land situate in the County of Richland and State of Montana, towit:

All of Section three (3), in Township twenty-two (22) North of Range fifty-three (53) East of the Montana Principal Meridian, containing according to the United States Government Survey six hundred forty (640.00) acres, more or less; subject to the rights of the County of Richland under that certain easement deed dated January 19, 1916, whereby it was granted the right to use and maintain a public highway across the premises, occupying two and 63/100 (2.63) acres, more or less; excepting and reserving unto the grantor, its successors and assigns, forever, all minerals of any nature whatsoever, including coal, iron, natural gas and oil, upon or in said land, together with the use of such of the surface as may be necessary for exploring for and mining or otherwise extracting and carrying away the same; but the grantor, its successors and assigns, shall pay to the grantee or to his heirs or assigns, the market value at the time mining operations are commenced of such portion of the surface as may be used for such operations or injured thereby, including any improvements thereon; the lands hereby conveyed being subject, however, to an easement in the public for any public roads heretofore laid out or established, and now existing over and across any part of the premises, and also subject to a right of way thereon for ditches or canals constructed by the authority of the United States.

Together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said lands and appurtenances unto the grantee, his heirs and assigns, forever.

The grantor will forever WARRANT AND DEFEND the title to the premises, except as against liens, charges and incumbrances originating after the date of this instrument, and except as against taxes levied for the year 1952.



In Witness Whereof, The grantor has caused these presents to be sealed with its corporate seal, and signed by its Vice President, the day and year first above written.

NORTHWESTERN IMPROVEMENT COMPANY,

Signed, Sealed and Delivered in the Presence of

H. J. Jackett

By [signature] Vice President.

Attest: [signature] Secretary.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

On this [illegible] day of [illegible] in the year 19[illegible] before me [illegible] MELENBERG a notary public, personally appeared ROBERT S. MACFARLANE to me known to be the [illegible] President of the Northwestern Improvement Company, the corporation which executed the foregoing instrument, and who being duly sworn, did say, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said ROBERT S. MACFARLANE acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

[illegible]
Notary Public, Ramsey County, Minnesota.

[illegible]

[illegible] (SS)

DEED

Montana-Missouri
Contract No. 8846N Deed No. 12844

Northwestern Improvement Company

TO

[illegible]

Vida, Montana

State of [illegible])
County of [illegible]) ss.

OFFICE OF

I hereby certify that the within Deed was filed for record in this office on the [illegible] day of [illegible] A. D. 19[illegible] at [illegible] o'clock [illegible] M., and duly recorded in Book [illegible] of Deeds, on pages [illegible] to [illegible] inclusive.

[illegible]

[illegible] County [illegible]

L. D. 463 1-21-49 1M [illegible]

[illegible]
[illegible]

ASSIGNED TO Wesco Pipe Line Co.
BY Butte Pipe Line Co. AS PER
ASSIGNMENT RECORDED BOOK E-115 PAGE 173

No Lawsuit

FORM BUTTE 10 BOOK 87 PAGE 138

RHM-52 Butte Pipe Line
Richland County, Montana
Job #6004, Draft #1363
43 rods, owner operated

EASEMENT

STATE OF Montana

County of Richland

For the sum of Forty three and 00/100 Dollars ($43.00) and other good and valuable consideration, receipt of all of which is hereby acknowledged, the Undersigned, herein called "GRANTOR" (whether one or more), hereby grants, sells, and conveys to Butte Pipe Line Company, a Delaware corporation, with offices at Houston, Texas, and with its mailing address at P. O. Box 2648, Houston 1, Texas, herein called "GRANTEE", its successors and assigns, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove a pipe line and all appurtenances thereto for transportation of oil, petroleum, gas, the products of each of the same, water, other liquids and gases, and mixtures of any of the foregoing, at a location and on a route to be selected by GRANTEE on, in, over and through the following described land in Richland County, Montana, to-wit:

All of Section 3; T-22-N., R-53-E., M.P.M.; and being the same property described in Book A-78, Page 202 of the Deed Records of Richland County, Montana.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

(2) The right, at any time, to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove additional pipe lines on, in, over, and through the above described land, upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be subject to the same rights and conditions as the original line.

(3) The right of ingress and egress in, on, over, across and through said above described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use the above described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, and GRANTOR covenants that no structure shall be erected or permitted within fifteen feet of any line installed hereunder. GRANTOR covenants with GRANTEE that GRANTOR is the owner of the above described land and has the right, title and capacity to grant the rights and easements hereby granted.

GRANTEE, by acceptance hereof, agrees to bury the pipe lines so that they will not interfere with the ordinary cultivation of the land described above and also to pay any damages to growing crops, fences, buildings and timber on such land which may immediately and directly result from the exercise of the rights herein granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately, and in whole or in part.

It is understood that the person obtaining this grant for GRANTEE is without authority to make any agreement or representation in regard to the subject matter hereof which is not expressed herein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 5th day of May, 1955.

WITNESSES

Alton F. Jarmuth
H O Boone
Alton F. Jarmuth
H O Boone

Harold H. Hoffman
Helen Hoffman

BOOK E 57 PAGE 139

STATE OF Montana }
Dawson County } ss

On this 5th day of May, 1955, before me, Alton F. Jarmuth, a Notary Public in and for the State and County aforesaid, personally appeared Harold H. Hoffman and Helen Hoffman, his wife to me known to be the person or persons described in and who subscribed and executed the within and foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal on the day and year written above.

My Commission Expires:

ALTON F. JARMUTH
NOTARY PUBLIC
MONTANA

Alton F. Jarmuth
Notary Public in and for said County and State, residing at

ALTON F. JARMUTH
NOTARY PUBLIC FOR STATE OF MONTANA
RESIDING AT RICHEY, MONTANA
MY COMM. EXPIRES FEB. 8, 1958

STATE OF ______ }
______ County } ss

On this ______ day of ______, 19___, before me, ______, a Notary Public in and for the State and County aforesaid, personally appeared ______ and ______, to me known to be the person or persons described in and who subscribed and executed the within and foregoing instrument and acknowledged that ______ executed the same as ______ free act and deed.

Given under my hand and notarial seal on the day and year written above.

My Commission Expires:

______

______
Notary Public in and for said County and State, residing at

______

243250

R/W No. ______

Line ______

RIGHT OF WAY GRANT

FROM

______

______

TO

BUTTE PIPE LINE COMPANY

Address of Grantor

______

STATE OF MONTANA, }
County of Richland. } ss.

Filed for Record this 20th day of June A.D. 1955 at 10:57 o'clock A. M. and duly recorded in volume E-57 at page 138 Misc. Records of Richland County, Montana

E. L. Kooker
County Recorder.

Martha Scott
Deputy

$2.00

When recorded, return to
BUTTE PIPE LINE COMPANY
P. O. Box 2648
Houston 1, Texas

RIGHT-OF-WAY EASEMENT
(FOR UNDERGROUND COMMUNICATION SYSTEM)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned HELEN HOFFMAN and HAROLD HOFFMAN (hereinafter called the grantors), County of Richland, State of Montana, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Mid-Rivers Telephone Cooperative, Inc., Circle, Montana, a corporation, and to its successors or assigns, the right to enter upon the lands of the grantors, situated in the County of Richland, State of Montana, and more particularly described as follows:

N½N½ of Section 3, Township 22 North, Range 53 East.

MRTC AGREES to re-seed construction area with approved CRP grass seed. Any further damages caused by MRTC construction during this project on CRP land, MRTC will be responsible for restoring land or damages.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands, underground communication facilities, and such appurtenant above-ground connecting facilities as are reasonably necessary for the operation, maintenance, and repair of an underground communication system thereon and thereunder, including the right to permanently emplace buried facilities such as cable, pedestals and appurtenances and to enter upon said land to expand or repair existing facilities or those hereafter installed.

The undersigned agrees that all communication facilities, including all equipment, installed on or in the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable, at the option of the Cooperative.

The grantors covenant that they are the owners of the above-described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except _____.

IN WITNESS THEREOF, the grantors have set their hands and seals this 8th day of August, 19 91.

Helen Hoffman
HELEN HOFFMAN

Harold Hoffman
HAROLD HOFFMAN

STATE OF MONTANA)
) ss
County of Dawson)

On this 8th day of August, 19 91, before me the undersigned, a Notary Public for the State of Montana, personally appeared HELEN HOFFMAN and HAROLD HOFFMAN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at Glendive Montana
My comiss.on expires 4-18-93

STATE OF MONTANA)
) ss.
County of Richland)

DOCUMENT NO. 158316

FILED for record this 15th day of August A.D. 19 91 at 10:32 O'Clock A.M.

and duly recorded in Book E-229 Page 46 of Miscellaneous Records.

FEE PAID $ 6.00

RETURN TO Ms. Becky Schmidt, Engineering Sec'ty
Mid-Rivers Telephone Cooperative, Inc.
H.C. 68, Box 8168
Glendive, MT 59330

Elmira J. Cook
Clerk and Recorder

BY Sharon Potts

BOOK E 378 PAGE 828

569506 BOOK: 378 MISC REC PAGE: 828 Pages: 3
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 04/23/2012 4:19 KOI: R/W AGREE
STEPHANIE VERHASSELT CLERK AND RECORDER
FEE: $31.00 BY: Renae Young
TO: ONEOK ROCKIES MIDSTREAM, LLC ATTN: LAND DEPARTMENT, 387

RIGHT OF WAY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **Pease Ranch, Inc., a Montana corporation,** whose address is **13005 County Road 319 Lambert, MT 59243** ("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, convey and warrant unto **ONEOK Rockies Midstream, LLC**, whose address is **2700 Lincoln Avenue SE, Sidney, Montana 59270**, its successors and assigns ("GRANTEE") a temporary right of way of fifty feet (50') in width, becoming a permanent right of way of twenty-five feet (25') in width upon installation, for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, replacing, protecting, changing the size of and removing said pipeline, for the transportation of hydrocarbons, 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 Richland, State of Montana, described as follows:

Township 23 North, Range 52 East, M.P.M.
Section 12: E2NE4

Together with an easement for restricted rights of ingress and egress to, from and along said pipeline and 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 record 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.

No above ground facilities.

Agreement is for a single pipeline only.

GRANTEE shall bury the top of its pipeline **at or below four feet (48 inches) in depth.** GRANTEE shall restore the land as soon as practicable after the pipeline is completed. Restoration shall be made as near 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, livestock, 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.

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. GRANTEE may record a memorandum of this agreement. Each party agrees to give the other a 30-day right to cure after notice of any default before seeking termination or exercising any other remedy.

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.

This agreement may be executed in part or counterpart.

Executed this 2 day of March, 2012.

OWNER: **Pease Ranch, Inc., a Montana corporation**

Bernard Pease Pres.

BY: Bernard Pease
ITS: President

STATE OF Montana §
§ ACKNOWLEDGMENT
COUNTY OF Richland §

The foregoing instrument was acknowledged before me this 2 day of March, 2012 personally appeared Bernard Pease the President of the **Pease Ranch, Inc., a Montana corporation,** to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

(seal)

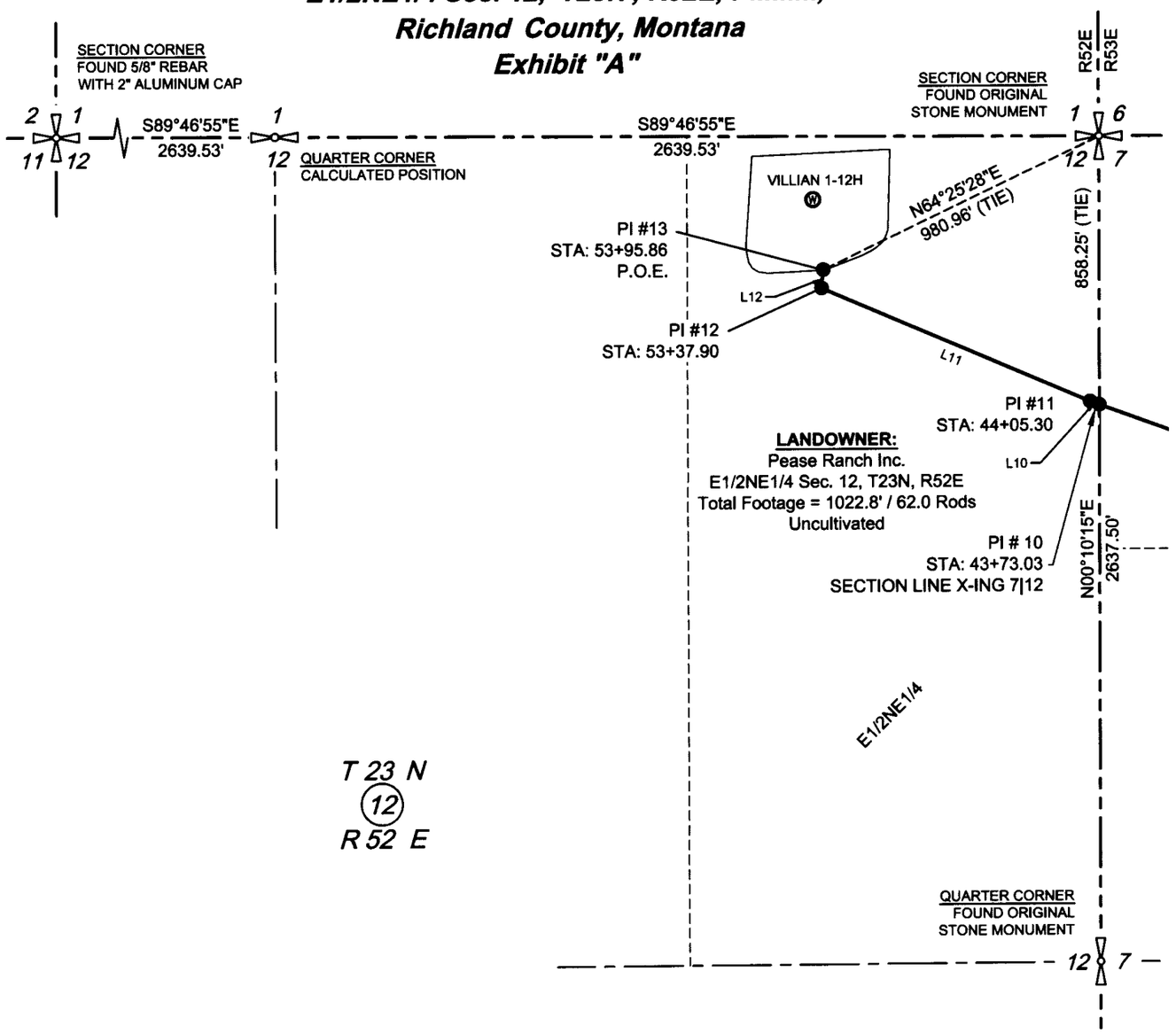
JACK M SCANLAN
NOTARY PUBLIC for the
State of Montana
Residing at Glendive, MT
My Commission Expires
April 11, 2015

SEAL

Notary Public:

Villian 1-12H

PROPOSED 6" POLY GAS PIPELINE
E1/2NE1/4 Sec. 12, T23N, R52E, P.M.M.,
Richland County, Montana
Exhibit "A"



PI TABLE				
PI #	DESCRIPTION	LATITUDE	LONGITUDE	STATION
PI #10	SECTION LINE X-ING 7|12	N047° 46' 24.2797"	W104° 58' 40.5147"	43+73.03
PI #11		N047° 46' 24.3883"	W104° 58' 40.9590"	44+05.30
PI #12		N047° 46' 28.0050"	W104° 58' 53.5199"	53+37.90
PI #13	P.O.E.	N047° 46' 28.5743"	W104° 58' 53.4348"	53+95.86

LINE TABLE		
LINE #	BEARING	DISTANCE
L10	N 70° 05' 25" W	32.27'
L11	N 66° 53' 09" W	932.61'
L12	N 05° 44' 31" E	57.96'

Survey Datum:

Horizontal Datum: UTM ZONE 13 NORTH (NAD 83)(CORS96) - U.S. Survey Foot
Vertical Datum: NAVD 88 - U.S. Survey Foot
**Distances are Grid Distances. Combined Scale Factor = 0.99949157*
Grid Distance x 1.000508689 = Ground Distance.

Notes:

1. This survey was prepared without the benefit of title research. Ownership information provided by client.

2. Date of Survey: March 6, 2012

Certificate of Surveyor:

I hereby certify that the survey shown hereon represents a survey performed by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

3-15-12

Chad R. Breuer — *Date*

Registered Professional Land Surveyor

Montana Registration No. 15061 LS

MONTANA
CHAD R. BREUER
15061 LS
LICENSED
PROF. LAND SURVEYOR

N

0 500

Scale: 1" = 500'

Sheet 3 of 3

ONEOK ROCKIES MIDSTREAM A Subsidiary of Oneok Partners	ONEOK ROCKIES MIDSTREAM	Project No.: 2012-3-017	Surveying & Drafting Services By: ECS INC. ERICKSON CONTRACT SURVEYING 333 10th Ave. SE Sidney, Montana Office 406-482-6606 / Fax 406-482-6600
AFE# 255.118.9311.010502	Landowner: Pease Ranch Inc.	Dwg. Date: March 11, 2012	
Well Name: Villian 1-12H	Proposed Pipeline over and across the E1/2NE1/4	Drawn By: JMU/SLB	
Material: 6" Poly SDR 13.5	Sec. 12, T23N, R52E, P.M.M., Richland Co., Montana	Checked By: TWO	

ASSIGNED TO Wesco Pipe Line Co.
BY Butte Pipe Line Co. AS PER
ASSIGNMENT RECORDED IN BOOK E-115 PAGE 173

✓ Blu #55 Butte Pipe Line
Richland County, Montana
Job #[illegible], Draft #1360
186 rods, [illegible]
A.O. [illegible]

FORM BUTTE 18

BOOK E 56 PAGE 488

EASEMENT

STATE OF Montana
County of Richland

For the sum of One Hundred eighty-six and no/100---- Dollars ($ 186.00) and other good and valuable consideration, receipt of all of which is hereby acknowledged, the Undersigned, herein called "GRANTOR" (whether one or more), hereby grants, sells, and conveys to Butte Pipe Line Company, a Delaware corporation, with offices at Houston, Texas, and with its mailing address at P. O. Box 2648, Houston 1, Texas, herein called "GRANTEE", its successors and assigns, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove a pipe line and all appurtenances thereto for transportation of oil, petroleum, gas, the products of each of the same, water, other liquids and gases, and mixtures of any of the foregoing, at a location and on a route to be selected by GRANTEE on, in, over and through the following described land in Richland County, Montana, to-wit:

The N½ of Section 10, T-22-N., R-53-E., and being part of the property described in Book A-46, Page 40, of the Deed Records of Richland County, Montana.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

(2) The right, at any time, to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove additional pipe lines on, in, over, and through the above described land, upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be subject to the same rights and conditions as the original line.

(3) The right of ingress and egress in, on, over, across and through said above described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use the above described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, and GRANTOR covenants that no structure shall be erected or permitted within fifteen feet of any line installed hereunder. GRANTOR covenants with GRANTEE that GRANTOR is the owner of the above described land and has the right, title and capacity to grant the rights and easements hereby granted.

GRANTEE, by acceptance hereof, agrees to bury the pipe lines so that they will not interfere with the ordinary cultivation of the land described above and also to pay any damages to growing crops, fences, buildings and timber on such land which may immediately and directly result from the exercise of the rights herein granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately, and in whole or in part.

It is understood that the person obtaining this grant for GRANTEE is without authority to make any agreement or representation in regard to the subject matter hereof which is not expressed herein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 2nd day of May, 1955.

WITNESSES

Axel Nelson
G. A. Haae
Axel Nelson
G. A. Haae
A. O. Boone

Carl Anderson

Martha Anderson

BOOK E 56 PAGE 469

STATE OF Montana

Richland **County** } ss

On this 2d **day of** May, 19 55, **before me,** Axel Nelson, **a Notary Public in and for the State and County aforesaid, personally appeared** Carl Anderson **and** Martha Anderson, his wife **to me known to be the person or persons described in and who subscribed and executed the within and foregoing instrument and acknowledged that** they **executed the same as** their **free act and deed.**

Given under my hand and notarial seal on the day and year written above.

My Commission Expires:
Feb. 6, 1958

Axel Nelson
Notary Public in and for said County and State, residing at state of Montana Sidney, Montana

STATE OF ____________

____________ County } ss

On this ______ day of ____________, 19____, before me, ____________, a Notary Public in and for the State and County aforesaid, personally appeared ____________ and ____________, to me known to be the person or persons described in and who subscribed and executed the within and foregoing instrument and acknowledged that ______ executed the same as ______ free act and deed.

Given under my hand and notarial seal on the day and year written above.

My Commission Expires:

____

Notary Public in and for said County and State, residing at

____

R/W No.____________

Line____________

242831

RIGHT OF WAY GRANT

FROM

Carl Anderson et ux

TO

BUTTE PIPE LINE COMPANY

Address of Grantor

State of Montana, County of Richland. } ss.

Filed for Record this 24 day of May A.D. 1955 at 3:50 o'clock P. M and duly recorded in volume E56 at page 468 Misc. Record of Richland County, Mont.

C. L. Looker County Recorder

N. Illerichuk Deputy

$1.50

When recorded, return to

~~BUTTE PIPE LINE COMPANY~~
~~P. O. Box 2648~~
~~Houston 1, Texas~~

Richland County abst. Co
Sidney, Montana

ASSIGNED TO Wesco Pipe Line Co.
BY Butte Pipe Line Co. AS PER
ASSIGNMENT RECORDED IN BOOK E-115, PAGE 173

FORM BUTTE 16 BOOK E 56 PAGE 470

Plat 5 Butte Pipe Line
Richland County, Montana
[illegible], Tract #1342
170 rods, Tenant operated
A.D. Volbrecht

EASEMENT

STATE OF Montana
County of Richland

For the sum of One hundred seventy two/100 — Dollars ($ 170.00) and other good and valuable consideration, receipt of all of which is hereby acknowledged, the Undersigned, herein called "GRANTOR" (whether one or more), hereby grants, sells, and conveys to Butte Pipe Line Company, a Delaware corporation, with offices at Houston, Texas, and with its mailing address at P. O. Box 2648, Houston 1, Texas, herein called "GRANTEE", its successors and assigns, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove a pipe line and all appurtenances thereto for transportation of oil, petroleum, gas, the products of each of the same, water, other liquids and gases, and mixtures of any of the foregoing, at a location and on a route to be selected by GRANTEE on, in, over and through the following described land in Richland County, Montana, to-wit:

The $S\frac{1}{2}$ of Section 10; T-22-N., R-53-E.M.P.M., and being the property described in Book A-24, Page 158 of the Deed Records of Richland County, Montana.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

(2) The right, at any time, to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove additional pipe lines on, in, over, and through the above described land, upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be subject to the same rights and conditions as the original line.

(3) The right of ingress and egress in, on, over, across and through said above described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use the above described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, and GRANTOR covenants that no structure shall be erected or permitted within fifteen feet of any line installed hereunder. GRANTOR covenants with GRANTEE that GRANTOR is the owner of the above described land and has the right, title and capacity to grant the rights and easements hereby granted.

GRANTEE, by acceptance hereof, agrees to bury the pipe lines so that they will not interfere with the ordinary cultivation of the land described above and also to pay any damages to growing crops, fences, buildings and timber on such land which may immediately and directly result from the exercise of the rights herein granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately, and in whole or in part.

It is understood that the person obtaining this grant for GRANTEE is without authority to make any agreement or representation in regard to the subject matter hereof which is not expressed herein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 2nd day of May, 1955.

WITNESSES

A. L. Butler
H. O. Boone — Emmitt Oster
A. L. Butler
H. O. Boone — Louise Oster

DOCUMENTARY 50 CENTS 50
DOCUMENTARY 5 CENTS 5

STATE OF North Dakota }
Williams County } ss

BOOK E 56 PAGE 471

On this 2 day of May, 1955 before me, Albert L. Beutler, ~~a Notary Public~~ in and for the State and County aforesaid, personally appeared Emmett Oster and Louise Oster, his wife to me known to be the person or persons described in and who subscribed and executed the within and foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal on the day and year written above.

My Commission Expires:

United States Commissioner, District of North Dakota.

Albert L. Beutler
~~Notary Public in and for said County and State~~, residing at

---

STATE OF ____________ }
____________ County } ss

On this ____ day of ____________, 19____, before me, ____________________, a Notary Public in and for the State and County aforesaid, personally appeared ____________ and ____________, to me known to be the person or persons described in and who subscribed and executed the within and foregoing instrument and acknowledged that ______ executed the same as ______ free act and deed.

Given under my hand and notarial seal on the day and year written above.

My Commission Expires:

____
Notary Public in and for said County and State, residing at

R/W No. ____________

Line ____________

242852

RIGHT OF WAY GRANT

FROM

Everett Oster et ux

TO

BUTTE PIPE LINE COMPANY

Address of Grantor

STATE OF MONTANA, } ss.
~~County of Richland~~ }

Filed for Record this 24 day of May A.D. 1955 at 3:54 o'clock P.M. and duly recorded in volume E-56 at page 476 Misc. Record of Richland County, Montana

E. L. Kocker
County Recorder

W. Helmichuk
~~Deputy~~

$1.50

When recorded, return to
~~BUTTE PIPE LINE COMPANY~~
~~P. O. Box 2048~~
~~Houston 1, Texas~~
Richland County Abstract Co.
Sidney Montana

BOOK E125 PAGE 381 #94

Right Of Way Easement

KNOW ALL MEN BY THESE PRESENTS: That the undersigned whther one or more Mr & Mrs Bernard Pease (husband and wife), (unmarried), (hereinafter called the grantors), County of Richland State of Montana, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Mid-Rivers Telephone Cooperative, Inc., Circle, Montana, a corporation, and to its successors or assigns, the right to enter upon the lands of the grantors, situated in the County of Richland, State of Montana, and more particularly described as follows:

A tract or tracts of land of _____ acres, located _____ miles in _____ direction from the town of _____ and situated in the _____ quarter of the _____ quarter of Sec. _____, Twp. _____, Rge. _____, all in Sec. _____, Twp. _____, Rge. _____, _____ all in Twp. _____, Rge. _____.

Co Rd Along Fence in E½ Sec. 30-24-54
E½ Sec 31-24-54 & SW¼ Sec. 30-24-54
SW¼ NW¼ 31-24-54 Sec 6-22-53

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands, communication facilities, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of said communication facilities or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the communication facilities in falling.

To place buried facilities such as cable, pedestals and all appertances, to maintain telephone communications. To enter upon said land to expand or repair existing facilities. Owner shall not be held liable for damage which may occur to said facilities.

The undersigned agrees that all communication facilities, including all equipment, installed on or in the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable, at the option of the Cooperative.

The grantors convenant that they are the owners of the above described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except _____.

IN WITNESS WHEREOF, the grantors have set their hands and seals this 14 day of August, 19 73.

× Bernard Pease

× Irene Pease

Signed and sealed and delivered in the presence of:

Robert A Cornelius

STATE OF MONTANA }
COUNTY OF McCone } ss

I, Robert A Cornelius being duly sworn, do depose and say that I witnessed Bernard & Irene Pease the grantors of the Right of Way Easement duly sign, execute and deliver this Right of Way Easement of his, her or their own free will and accord.

Subscribed and sworn to before me this 2 day of July, A.D. 19 74

Robert A Cornelius
Notary Public for the State of Montana

Residing at NOTARY PUBLIC for the State of Montana Residing at Circle, Montana

My Commission expires My Commission Expires June 27, 1975

342863

Remarks:

STATE OF MONTANA, }
County of Richland } ss.
Filed for Record this 26 day of May A.D. 76 at 3:50 o'clock P M., and duly recorded in vol. E-125 at page 381 Misc. Records of Richland County, Montana.

Fee $2.00 Helen Dierke
County Recorder

Hold
Deputy

CATHODIC PROTECTION EASEMENT
(Pipeline)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Pease Ranch Inc. (herein referred to as Grantor, whether one or more), the owner of the real estate herein described, for valuable consideration received, does hereby grant, convey and warrant to TEXACO PIPELINE INC., its successors and assigns, an easement to construct, reconstruct, renew, operate, maintain, inspect, alter, repair, and remove a cathodic protection system to protect a pipeline or pipelines for the transportation of gas, oil or any other substances transportable by pipeline, said cathodic protection system to consist of a deep well cathodic protection facility and cable conduits between the well and the pipeline or pipelines and with the necessary appurtenances, consisting of but not limited to a rectifier and power line, over and through real estate in Richland County, State of Montana, to wit:

In a portion of the NW1/4, Section 10 - T22 North - Range 53 East

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, until said easement be exercised and so long as any structure installed hereunder is used or remains thereon.

AND IN CONSIDERATION THEREOF, the Parties agree:

1) GRANTEE shall pay reasonable damages to growing crops, fences or improvements occasioned inconstructing, repairing or removing said cathodic protection system; and FURTHER, covenants to bury ground bed and cable conduits below plow depth.

2) GRANTEE shall have the right of ingress and egress for the purposes herein contemplated over the ways customarily used or convienient to the GRANTOR.

3) GRANTEE shall have the right, from time to time, to cut all trees, undergrowth and other obstruction that is in its judgement may injure, endanger or interfere with the full enjoyment of the rights granted hereby.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 20th day of March, 1992.

Bernard Pease Pres.

Irene Pease Sec.

STATE OF Montana

COUNTY OF Richland

Before me, the undersinged, a Notary Public in and for said County and State, on this day personally appeared Bernard & Irene Pease (Husband & Wife) known to me to be the persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of March, 1992.

BRUCE R. OWEN NOTARIAL SEAL STATE OF MONTANA

Bruce R. Owen
Notary Public for State of Mt.
My Commission expires: 11-21-92

STATE OF MONTANA)
County of Richland) ss.

DOCUMENT NO. 462480

FILED for record this 24th day of July A.D. 19 92 at 4:30 O'Clock P.M.

and duly recorded in Book E-232 Page 675 of Miscellaneous Records.

FEE PAID $ 6.00

RETURN TO Attn: Bruce R. Owen
Texaco Trading & Transp. Inc.
PO Box 1050
Glendive, MT 59330

Elmina J. Cook
Clerk and Recorder

BY Sharon Potts

68301-0016 - ROW

Return to:
Petro-Hunt, LLC
P.O. Box 935
Bismarck, ND 58502

538771 BOOK: 321 MISC REC PAGE: 568 Pages: 2
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 09/12/2006 4:49 KOI: GRANTOFEAS
PENNI D. LEWIS CLERK AND RECORDER
FEE: $22.00 BY: Renae Young
TO: PETRO-HUNT LLC PO BOX 935, BISMARCK, ND 58502-0935

GRANT OF EASEMENT

THIS AGREEMENT, made and entered into effective the 8th day of March , 2006, between Pease Ranch Inc., 13009 County Road 319, Lambert, MT 59243, hereinafter called "Owner" and Petro-Hunt, L.L.C., 1601 Elm Street, Suite 3400, Dallas, TX 75201, hereinafter called "Grantee",

WITNESSETH:

WHEREAS, the Owner owns the surface of the following lands in Richland Co., MT:

Township 22 North – Range 53 East
Section 10: All
Section 14: W½
Section 15: All
("the Lands")

AND

WHEREAS, Grantee is the owner and operator of oil and gas leases (the "Leases") on or in the vicinity of the Lands and plans the commencement of operations to test for oil and gas at a location in Township 22 North, Range 53 East; Sec. 23: SW¼.

NOW THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to Grantee, its agents, successors, and assigns, the right to maintain and use existing roadways and trails and to construct, use and maintain new roads for ingress and egress from the Leases for any purpose necessary or desirable in connection with Grantee's oil and gas activities on the Leases, including but not limited to drilling, producing, operating and transporting oil, gas, and other hydrocarbons produced from a well or wells upon the Leases or on any other leases or lands (the "Easement"). Oil well locations and access roads to oil well locations on the Lands are excluded from coverage of this Easement. Surface damage agreements and Easements for such wells shall be separately negotiated.

Grantee will consult with Owner concerning any improvements to existing roads and trails and will obtain Owner's approval and input before any new road is established. Cattleguards and culverts placed on the Lands shall be of a type and in a location to be mutually determined by Owner and Grantee. This Easement cannot be used by Grantee to access scoria mines or pits other than those located on the Owner's Lands.

This Easement shall specifically allow the Grantee the right to lay a phone line, or lines, along the road(s) and to lay a pipeline or pipelines on, over, and through the Lands. Grantee, or its agents, will consult with and work with Owner on the placement of any pipeline and Owner shall receive compensation as specified in a separate supplemental agreement which has been executed by and between Owner and Grantee as of March 8, 2006 (the "Supplemental Agreement").

2. Change of Ownership. This agreement shall be binding upon and its benefit and burden shall inure to the heirs, successors and assigns of the parties. The agreements herein contained and the Easement herein granted shall run with the Leases and the Lands and are not personal covenants.

3. Use of Easement. Owner shall have the right to use and enjoy the Easement, but shall not exercise the use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted or those rights attributable to the Grantee under the Leases or similar contracts. Owner shall not create or permit any obstruction, building, lake,

engineering works, or other structure over or on the Easement as provided in the Supplemental Agreement.

4. Damages. The consideration paid by Grantee and received by Owner includes payment for the Easement and damages as specified between the parties in the Supplemental Agreement.

5. Indemnification. Owner shall not be liable or responsible for, and Grantee shall save and hold harmless Owner from and against any and all claims and damages of every kind, for injury to any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operation of Grantee hereunder.

6. Assignment. This assignment may not be assigned in whole or part without the express written consent of the Owner, his successors and assigns.

7. Term. This Easement shall remain in effect for as long as Grantee, their successors or assigns, shall utilize the road to access the Lands subject to Grantee's oil and gas Leases covered hereby, drilling or production operations, or other exploration activities thereon as authorized by and contemplated in the Leases and related documents.

8. Supplemental Agreement. This Easement is made expressly subject to the terms and conditions of a Supplemental Agreement dated March 8, 2006 between Owner and Grantee.

IN WITNESS WHEREOF, this Grant of Easement is executed to be effective as of the date first written above.

Pease Ranch, Inc.

By Bernard Pease Pres.
Bernard Pease, President

Acknowledgment

STATE OF North Dakota §
§
COUNTY OF Williams §

On this 8 day of March, 2006, before me, a Notary Public in and for said County and State, personally appeared Bernard Pease, known to me to be the President of Pease Ranch, Inc., and the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed same for the consideration and purposes therein stated.

SEAL

Charlene Shroyer
Notary Public

CHARLENE SHROYER
Notary Public
State of North Dakota
My Commission Expires September 12, 2008

My Commission Expires _____

ASSIGNED TO Wisco Pipe Line Co.
BY Butte Pipe Line Co. AS PER
ASSIGNMENT RECORDED IN BOOK E-115 PAGE 173

FORM BUTTE 18 BOOK E 56 PAGE 472

EASEMENT

[illegible] Richland Co. [illegible] Job # 600 [illegible] Draft # 1961 329 rods, Tenant operated A.D. Volbrecht

STATE OF Montana
County of Richland

For the sum of Three hundred twenty-nine and no/100-- Dollars ($ 329.00) and other good and valuable consideration, receipt of all of which is hereby acknowledged, the Undersigned, herein called "GRANTOR" (whether one or more), hereby grants, sells, and conveys to Butte Pipe Line Company, a Delaware corporation, with offices at Houston, Texas, and with its mailing address at P. O. Box 2648, Houston 1, Texas, herein called "GRANTEE", its successors and assigns, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove a pipe line and all appurtenances thereto for transportation of oil, petroleum, gas, the products of each of the same, water, other liquids and gases, and mixtures of any of the foregoing, at a location and on a route to be selected by GRANTEE on, in, over and through the following described land in Richland County, Montana, to-wit:

All of Section 15; T-22-N., R-53-E., M.P.M., and being the property described in Book A-66, Page 465 of the Deed Records of Richland County, Montana.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

(2) The right, at any time, to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove additional pipe lines on, in, over, and through the above described land, upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be subject to the same rights and conditions as the original line.

(3) The right of ingress and egress in, on, over, across and through said above described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

GRANTOR reserves the right to use the above described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, and GRANTOR covenants that no structure shall be erected or permitted within fifteen feet of any line installed hereunder. GRANTOR covenants with GRANTEE that GRANTOR is the owner of the above described land and has the right, title and capacity to grant the rights and easements hereby granted.

GRANTEE, by acceptance hereof, agrees to bury the pipe lines so that they will not interfere with the ordinary cultivation of the land described above and also to pay any damages to growing crops, fences, buildings and timber on such land which may immediately and directly result from the exercise of the rights herein granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and the rights and easements herein granted may be leased or assigned, together or separately, and in whole or in part.

It is understood that the person obtaining this grant for GRANTEE is without authority to make any agreement or representation in regard to the subject matter hereof which is not expressed herein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 2 day of May 1955

WITNESSES:

Wm Nelson
[illegible]
Wm Nelson
[illegible]
[illegible]

Carl Anderson
Martha Anderson

STATE OF Montana }
Richland County } ss

BOOK 56 PAGE 473

On this 2d day of May, 1955, before me, Axel Nelson, a Notary Public in and for the State and County aforesaid, personally appeared Carl Anderson and Martha Anderson, his wife to me known to be the person or persons described in and who subscribed and executed the within and foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal on the day and year written above.

My Commission Expires:
Feb. 4, 1958

Axel Nelson
Notary Public in and for said County and State, residing at State of Montana
Sidney, Montana

STATE OF ______________ }
______________ County } ss

On this ______ day of ______________, 19____, before me, ______________________, a Notary Public in and for the State and County aforesaid, personally appeared ______________ and ______________ to me known to be the person or persons described in and who subscribed and executed the within and foregoing instrument and acknowledged that ______ executed the same as ______ free act and deed.

Given under my hand and notarial seal on the day and year written above.

My Commission Expires:

____

Notary Public in and for said County and State, residing at

____

R/W No.______

Line______

RIGHT OF WAY GRANT

FROM

Carl Anderson et ux

TO

BUTTE PIPE LINE COMPANY

Address of Grantor

Filed for Record
this 24 day of May
A.D. 1955 at 3:56 o'clock P.M.
and duly recorded in volume 56
Page 472 Misc. Records of Richland County, Montana.
L. J. Roster
County Recorder
N. Illerich Dep.
$1.50 Fees

When recorded, return to
BUTTE PIPE LINE COMPANY
P. O. Box 2648
Houston 1, Texas

Richland County Abstract Co.
Sidney, Montana

To the County of Richland ,State of Montana:

I Hereby Grant and Donate Thirty(30) feet for a Right of Way for a County Road along the West side of the W½ of Section 1,Twp.23 N,Range 53 E.....Sec.....,T.....,R..... as viewed and surveyed by H.A.Miller and Roy N.Stewart on the.....day.of..... 191...And hereby agree to place my fences on said lines without charge to the County.

signed X Joe Kubal

Dated at Sidney,Mont this 16 day of April 1919

ACKNOWLEDGMENT

STATE OF MONTANA, }
County of Richland } ss.

On this 16th day of April A.D.,1919, before me Roy N.Stewart a Notary Public in and for said County, came Jos.Kubal. who is personally known to me to be the person described in and who signed the annexed consent for right of way and acknowledged to me that he had executed the same freely and voluntarily, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

Roy N.Stewart
Notary Public for the State of Montana.
Residing at Sidney, Montana.
My commissions expires Sept.21,1921.

Notarial Seal

--CO--

State of Montana, }
County of Richland } ss.

Filed for Record this 12th day of August A.D.1919 at 9 o'clock A.M and duly recorded in volume A-14 at page 473, Deed records or Richland County, Montana.

Lester Linker
County Recorder.

Filed by E.Q.
Recorded by L.F.C.

C.F.Woodard, Deputy.

542315 BOOK: 327 MISC REC PAGE: 171 Pages: 4
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 05/07/2007 1:54 KOI: R/W AGREE
PENNI D. LEWIS CLERK AND RECORDER
FEE: $44.00 BY: Renae Young
TO: DIAMOND RESOURCES PO BOX 1938, WILLISTON, ND 58802

Return To:
Diamond Resources
P.O. Box 1938
Williston, ND 58802-1938

THE STATE OF MONTANA)
)
COUNTY OF RICHLAND)

Bakken Gas Gathering System
PIPELINE RIGHT OF WAY GRANT AND RELEASE OF DAMAGES

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, whether one or more, designated herein as GRANTOR, for and in consideration of the sum of Ten and More Dollars ($10.00), the receipt of which is hereby acknowledged, does hereby grant, sell and convey to **Hiland Partners, L.P.**, whose address is P.O. Box 5122, Enid, Oklahoma 73702, its successors or assigns, designated herein as GRANTEE, a Right of Way Easement and privilege to lay, construct, maintain, operate, replace, inspect and remove pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) to transport and convey gas, oil, water or kindred substances or vapors or the products thereof, in, to, on, over and across the following described tract of land situated in Richland County, Montana, to-wit:

Township 23 North, Range 53 East, MPM
Section 1: Lot 4

Township 24 North, Range 53 East, MPM
Section 25: SW¼SW¼

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

said Right of Way to be 50 feet in width, together with the rights of ingress and egress to and from said lines for the purposes aforesaid. The easement herein granted shall be expanded temporarily during any period of construction to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground. This easement also allows for the placement of above-ground metering facilities as needed.

GRANTEE shall bury the top of its pipes at least forty eight inches below the surface of the ground. The undersigned GRANTOR, its successors, heirs or 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, however, that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. GRANTEE shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands. The consideration paid herein by GRANTEE includes payment for actual damages to crops, pasture, fences and timber which arise from laying and constructing said pipelines.

GRANTEE HEREBY AGREES to pay any damages which may arise to crops, pasturage, fences or buildings of said GRANTOR from the exercise of the rights herein granted after the initial operation of such pipelines. GRANTEE shall have the right to change the size of its pipes, the damages, if any in making such change to be paid by the said GRANTEE. GRANTEE shall insofar as is reasonably possible restore the surface of the land to its original condition, such restoration to include the repair of any cut fences, leveling of the ground, and cleaning up all debris, and removing

all rocks unearthed as a result of the pipeline installation. GRANTEE further agrees to reseed, at GRANTEE'S expense, the area in which the grass and foliage were destroyed with the same kind of grass and foliage destroyed, to mulch (if necessary) or cover the ground properly until the ground is adequately covered with sufficient grass and foliage to prevent erosion. GRANTOR shall have the right for a period of not to exceed (2) years from date of completion of pipeline to make a reasonable determination that the ground and foliage has been restored. GRANTOR agrees not to build, create or construct any obstructions, engineering works, or other structures over said pipelines nor permit same to be done by others. If GRANTEE installs pipelines in the future within the easement herein granted, then damages will be negotiated and paid equal to or greater then what has been paid as a result of granting the initial easement.

GRANTOR hereby warrants and agrees to defend the title to the above-described premises. GRANTOR shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted.

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns, until such pipelines are constructed and so long thereafter as the pipelines are maintained thereon, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. The undersigned hereby covenant and agree to account to any other persons legally due any portion of the monies hereto paid for damages.

IN WITNESS WHEREOF, GRANTOR has caused these premises to be signed, executed and delivered this 30 day of March, 2007.

PEASE RANCH, INC.

By Bernard D. Pease Pres.
Bernard D. Pease, President

ACKNOWLEDGMENTS

STATE OF MONTANA)
) SS
COUNTY OF RICHLAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of March, 2007, personally appeared Bernard D. Pease to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires: 11/18/2010

Notary Public

RODNEY D ANDERSON
Notary Public
State of North Dakota
My Commission Expires November 18, 2010

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT RIGHT OF WAY AGREEMENT BETWEEN PEASE RANCH, INC., AS GRANTOR AND HILAND PARTNERS, L.P., AS GRANTEE, COVERING THE FOLLOWING LANDS:

Township 23 North, Range 53 East, MPM
Section 1: Lot 4

Township 24 North, Range 53 East, MPM
Section 25: SW¼SW¼

NOTWITHSTANDING ANYTHING CONTAINED IN THE FOREGOING RIGHT OF WAY AGREEMENT TO THE CONTRARY, THE FOLLOWING IS HEREBY ADDED AND INCORPORATED INTO THE RIGHT OF WAY AGREEMENT AND AGREED TO BY BOTH THE GRANTOR AND GRANTEE.

- In the event GRANTEE pays any other landowner within Richland County, Montana an annual rental and Twenty Five Dollars ($25.00) or more per rod for any pipeline right-of-way and easement similar to that described herein, within a period of five years from the signing of this agreement, then GRANTEE shall pay OWNER an annual rental equal to the annual rental then being paid. Said annual rental shall commence once GRANTEE is notified of such annual rental.

- This right of way and easement is granted for a single (1) pipeline buried in single (1) trench. GRANTOR and GRANTEE agree to negotiate in good faith for any additional damage assessments for additional pipeline construction or maintenance done after the initial pipeline construction has been completed.

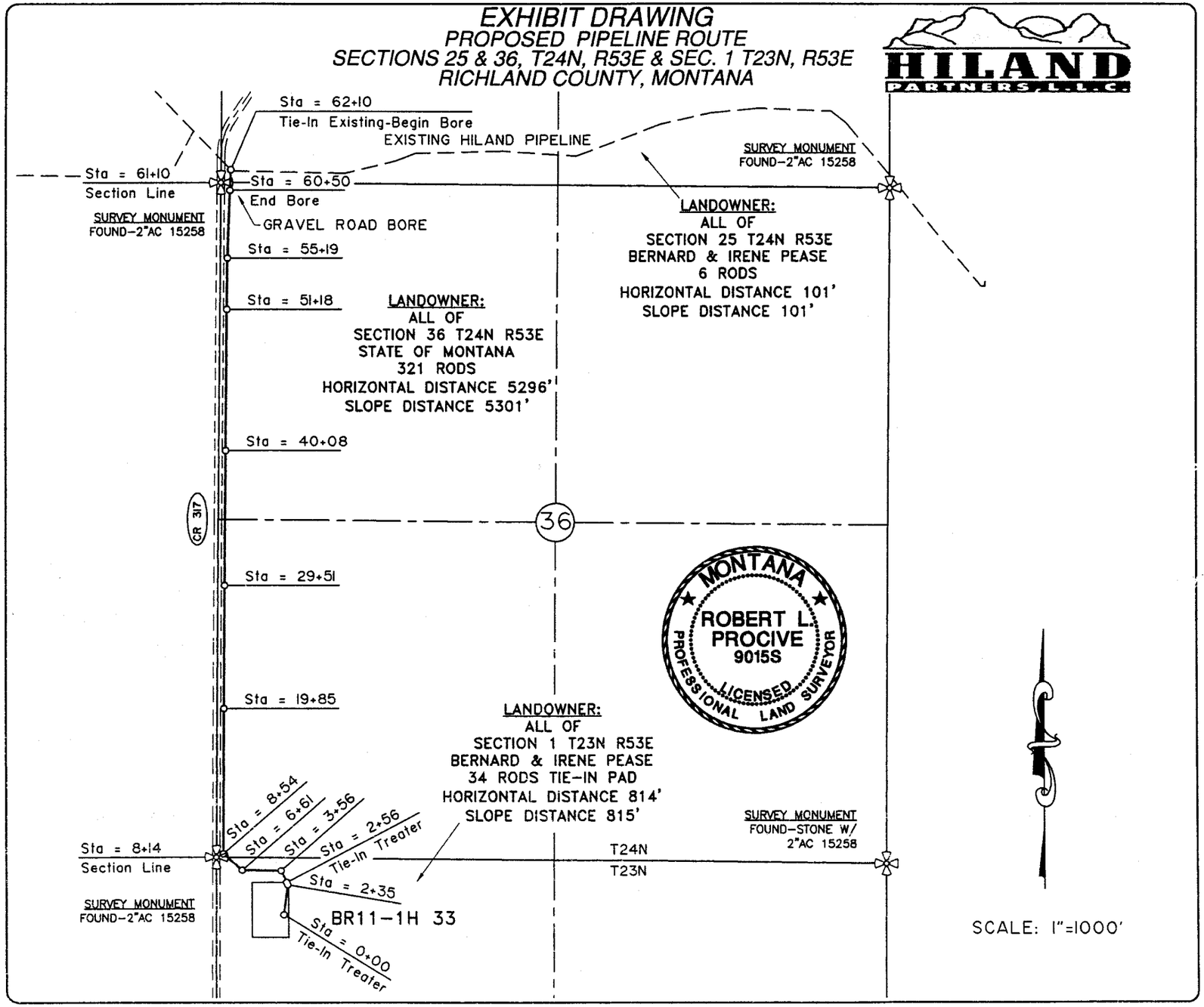
- Right of Way to be 20 feet upon completion, together with the rights of ingress and egress to and from said lines for the purposes aforesaid. The easement herein granted shall be expanded temporarily during any period of construction or repair to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground.

- GRANTEE will pay the sum of $300.00 for each above-ground metering facility. Every care will be taken to place the facilities at the edges of property within the stated right of way easement. GRANTEE shall be consulted on the placement of these facilities.

- GRANTEE shall indemnify, defend and hold harmless GRANTOR from any and all claims, demands, and causes of action, or liability for loss of life, personal injury, damages or other loss or injury 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.

EXHIBIT DRAWING
PROPOSED PIPELINE ROUTE
SECTIONS 25 & 36, T24N, R53E & SEC. 1 T23N, R53E
RICHLAND COUNTY, MONTANA

HILAND PARTNERS, L.L.C.



Revision No.	Date	By	Description

PROPOSED PIPELINE ROUTE
EXHIBIT MAP
RICHLAND CO., MONTANA
Drawn By: D.J.E. Project No. 307-9-000.009
Checked By: D.R.S./R.L.P. Date: MAR. 2007

interstate engineering, inc.
Engineering - Surveying - Planning
P.O. BOX 648 SIDNEY, MT. Ph.406-482-5617 Fax.406-482-5618
www.iengi.com

SHEET NO. 1

Please Return To:
Bear Paw Energy, LLC
Attn: Land Department
2700 Lincoln Avenue SE
Sidney, MT 59270

543471 BOOK: 329 MISC REC PAGE: 275 Pages: 4
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 07/23/2007 11:17 KOI: R/W AGREE
PENNI D. LEWIS CLERK AND RECORDER
FEE: $28.00 BY: Peggy McDonald
TO: BEAR PAW ENERGY, LLC ATTN: MISTY METCALF, 2700 LINCOLN AVE

RIGHT OF WAY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **Pease Ranch, Inc.** of **13005 County Road 319 Lambert, MT 59243**("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, convey and warrant unto **Bear Paw Energy, LLC, 2700 Lincoln Avenue SE, Sidney, Montana 59270**, its successors and assigns ("GRANTEE") a temporary right of way fifty feet (50') in width, being permanent width of Twenty Five feet (25'), for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, replacing, protecting, and removing said pipeline for the transportation of hydrocarbons, 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 **Richland,** State of **Montana,** described as follows:

Township 23 North – Range 53 East
Section 1: S2S2

Together with an easement for unrestricted rights of ingress and egress to, from and along said pipeline and 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 record 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.

If pipeline is abandoned by GRANTEE for non-use for a period of Twenty Four (24) consecutive months, this easement becomes null and void and will be released of record. The abandonment of the pipeline does not however relieve GRANTEE of any liability regarding the pipeline underground. Upon abandonment GRANTEE will make every effort to render pipeline clean and safe for its future dormancy.

No above ground facilities.

Agreement is for a single pipeline only.

GRANTEE shall bury the top of its pipe Four feet (48 in.) in 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 repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipeline, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

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. Each party agrees to give the other a 30-day right to cure after notice of any default before seeking termination or exercising any other remedy.

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 16th day of June, 2007.

OWNER: Pease Ranch, Inc.

Bernard Pease, President

Right of Way Agreement
between
Pease Ranch, Inc. as Grantor
and
Bear Paw Energy, LLC, as Grantee
dated
June 16, 2007

STATE OF Montana)
) ss.
COUNTY OF Richland)

The foregoing instrument was acknowledged before me by **Bernard Pease, President of Pease Ranch, Inc,** this 16th day of June, 2007.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Harold Will
Notary Public for the State of Montana
Residing in Sidney, Montana
My commission expires April 27, 2008

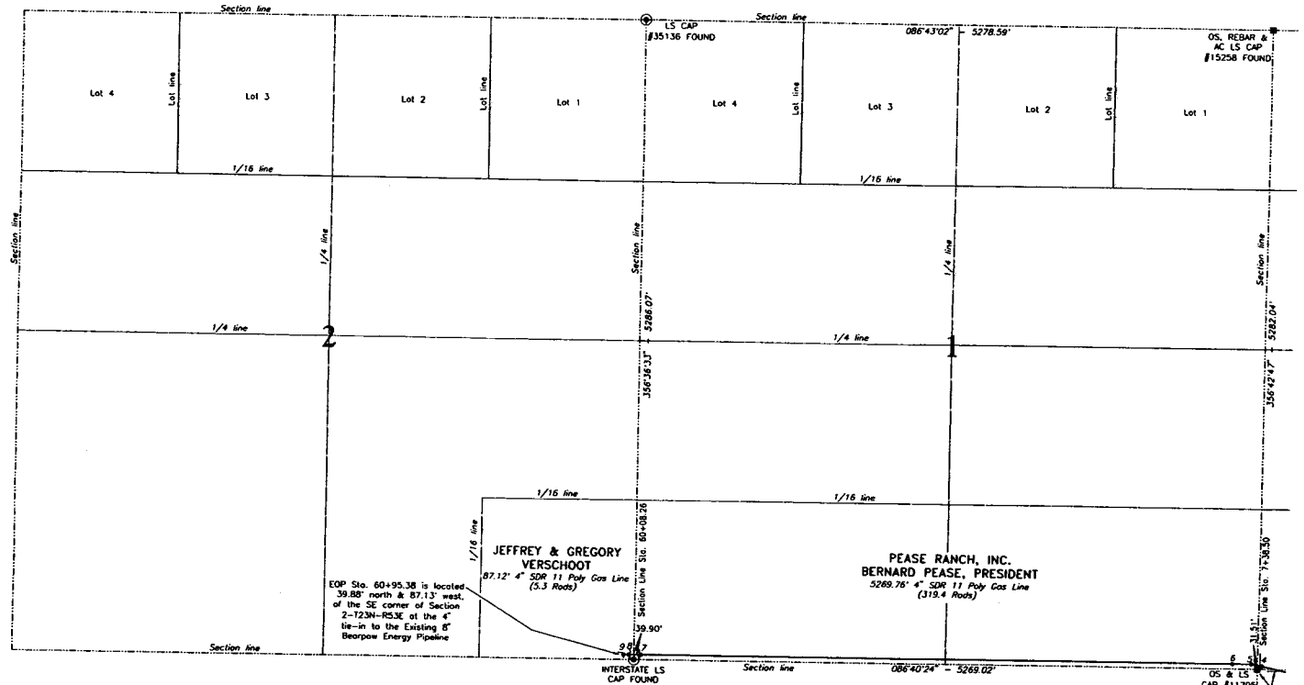
EXHIBIT "A"

To Right of Way Agreement dated June 16, 2007 between
Pease Ranch, Inc., as Owner and Bear Paw Energy, LLC, as Grantee
T23N – R53E, Section 1: S/2S/2

PRINCIPAL MERIDIAN MONTANA

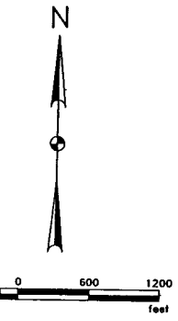
R 53 E

T 23 N



BR 11-7H

P.I.	STATION	DESCRIPTION
	14+02.7	End Grass/ Begin Crop
	25+75.6	End Crop/ Begin Grass
	27+10.0	End Grass/ Begin Crop
	33+70.4	N-S Barbed Wire Fence
7	59+47.5	End Crop/ Begin Bore
	59+60.5	N-S Barbed Wire Fence
	59+94.2	Shoulder of Richland County Road #317
	60+07.7	C.L. of Richland County Road #317
	60+17.6	Shoulder of Richland County Road #317
	60+41.4	N-S Barbed Wire Fence
8	60+49.6	End Bore/ Begin Posture
9	60+95.4	End Posture/ End Line at Existing 8" Pipeline with 4" Tie-In



R/W Width 50'
Minimum Depth 48"

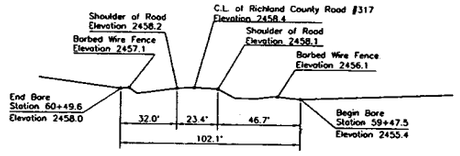
TOTAL: Horz. Distance

	SECTION 2	SECTION 1
2"		
3"		
4"	87.12' SDR 11 Poly Gas with wire	5269.76' SDR 11 Poly Gas with wire
6"		
8"		
10"		

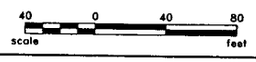
BR 11-7H

Pt #	STATIONING	LATITUDE	LONGITUDE
S. Line	7+38.50		
5	7+90.39	47°46'32.51" N	104°51'00.44" W
6	9+51.11	47°46'32.51" N	104°51'02.79" W
7	59+47.53	47°46'32.57" N	104°52'15.98" W
S. Line	60+08.26		
8	60+49.57	47°46'32.57" N	104°52'17.48" W
9=EOP	60+95.38	47°46'32.57" N	104°52'18.15" W

DIRECTION	DISTANCE
275°55'19"	51.89'
266°43'21"	160.72'
266°40'22"	4996.42'
266°38'03"	60.73'
266°38'03"	41.31'
266°43'56"	45.81'



ROAD BORE PROFILE



MONTANA
Rick Leach
11704LS
REGISTERED
PROFESSIONAL LAND SURVEYOR

Preliminary Pipeline Survey
BR 11-7H 34

Kadrmas Lee & Jackson
Engineers, Surveyors and Planners

I, Rick Leach, A Professional Land Surveyor, MT. 11704 LS, do hereby certify that the survey plat shown hereon was made by Dustin Kohler under my direction, from notes made in the field and the same is true and correct to the best of my knowledge and belief. Field survey was performed by Roger Kubischta on June 26, 2007.

Mt. No. 11704 LS	
Field Book: OP-136 Pgs. 64-70	
Drawn By: DJK	Date: 7-5-07
Surveyed By: RK	Date: 6-26-07
Project No. 8707324	Sheet 3 of 3
J:\oilfield\bearpaw\8707324\cadd\ep\8707324bas01.dwg	

BEAR PAW ENERGY, Inc.

SECTION 1 & 2
T. 23 N., R. 53 E.
Richland County, Montana

SCALE: 1" = 600'		DATE: 7-5-07	
DRAWN BY: DJK			DRAWER:
TRACED BY:			NO:

NOTE:
Survey is based on Montana State Plane System, NAD83 (96), 2500 Zone, U.S. Foot. Azimuths shown are Grid Azimuths, distances shown are grid distance. Basis of Bearing is Grid. Combined scale factor = 1.000635833 to go from grid distance to ground distance.

Jul 12, 2007 – 6:58am – J:\oilfield\bearpaw\8707324\cadd\ep\8707324bas01.dwg

EXHIBIT "A"
To Right of Way Agreement dated June 16, 2007 between
Pease Ranch, Inc., as Owner and Bear Paw Energy, LLC, as Grantee
T23N – R53E, Section 1: S/2S/2

KADRMAS, LEE & JACKSON

CONSULTING ENGINEERS and LAND SURVEYORS

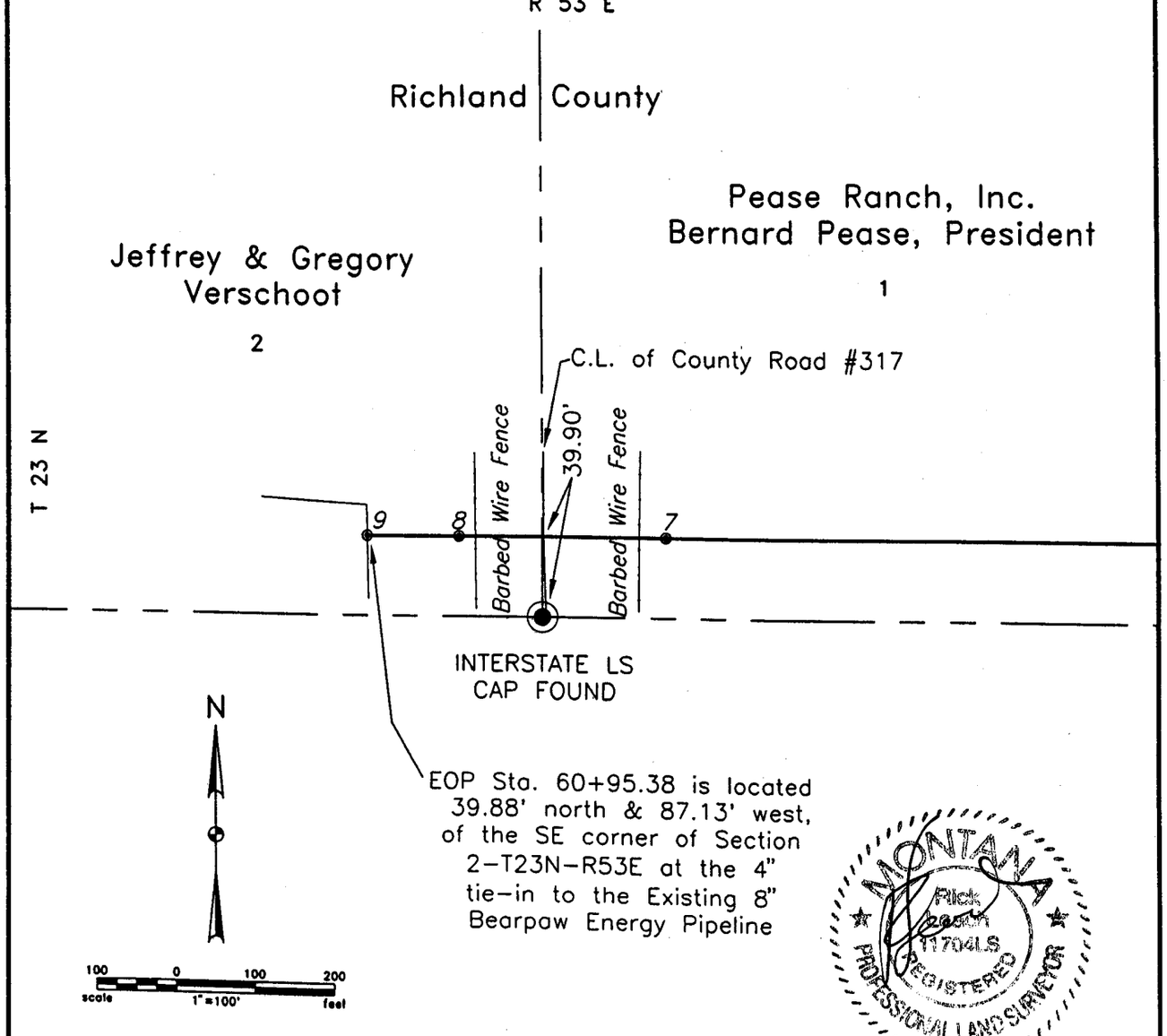
Location Richland County, Montana Date: 7/11/07

Quarter SE1/4 Section 2 Quarter SW1/4 Section 1 Township 23N Range 53E

Party Chief Roger Kubischta Crew

Surveyed For Bear Paw Energy Comp No. 8707324 Field Book OP-136 Pgs. 66-70

Bear Paw Pipe Line BR 11-7H - 4" SDR 11 Poly Gas Line



MONTANA Rick Leach 11704LS REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I hereby certify that this plat was made from an actual survey done by **Roger Kubischta** on June 26, 2007 and that to the best of my knowledge said survey is true and correct.

Rick Leach, MT. #11704 LS 7/12/07

Kadrmas Lee & Jackson Engineers Surveyors Planners

Sheet 1 of 1

Jul 12, 2007 - 6:52am - J:\oilfield\bearpaw\8707324\cadd\ep\8707324bas01.dwg

© Kadrmas, Lee & Jackson 2007

571922 BOOK: 383 MISC REC PAGE: 206 Pages: 4
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 08/27/2012 3:14 KOI: R/W AGREE
STEPHANIE VERHASSELT CLERK AND RECORDER
FEE: $38.00 BY: Renae Young
TO: DIAMOND RESOURCES PO BOX 1938, WILLISTON, ND 58802

Return to:
Diamond Resources
P.O. Box 1938
Williston, ND 58802-1938

THE STATE OF MONTANA)
)
COUNTY OF RICHLAND)

PIPELINE RIGHT OF WAY GRANT
AND RELEASE OF DAMAGES

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, whether one or more, designated herein as GRANTOR, for and in consideration of the sum of Ten and More Dollars ($10.00) in hand paid the receipt and sufficiency of which is hereby acknowledged, and additional consideration paid pursuant to that certain Payment Agreement for Pipeline Right of Way Grant and Release of Damages executed concurrently herewith, does hereby grant, sell and convey to Hiland Operating, LLC, whose address is P.O. Box 5103, Enid, Oklahoma 73702, its successors or assigns (designated herein as "GRANTEE"), a right of way and easement and privilege to lay, construct, maintain, operate, repair, replace, inspect and remove two (2) pipelines (together with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) to transport and convey gas, oil, water, kindred substances and vapors or the products thereof (collectively the "Facilities") in, to, on, under, over and across the following described tract of land situated in Richland County, Montana, to-wit:

Township 23 North, Range 53 East of the M.P.M.
Section 1: S½S½

See Exhibit "A" attached hereto and made part hereof.

said right of way to be 50 feet in width, together with the rights of ingress and egress to and from said Facilities for the purposes aforesaid. The right of way herein granted shall be expanded temporarily during any period of construction to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground. This easement also allows for the placement of above ground metering facilities as needed by GRANTEE.

GRANTEE shall bury the top of its pipes at least forty-eight inches below the surface of the ground. The undersigned GRANTOR, its successors, heirs or assigns, reserves, subject to the other provisions hereof, 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, however, that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said Facilities. GRANTEE shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said Facilities and over and across said lands and GRANTOR shall not hinder, conflict or interfere with GRANTEE's rights hereunder or disturb its Facilities. The consideration paid herein by GRANTEE includes payment for actual damages to crops, pasture, fences and timber, which arise from laying and/or constructing said Facilities.

GRANTEE shall insofar as is reasonably possible restore the surface of the land to substantially its original condition, such restoration to include the repair of any cut fences, leveling of the ground, and cleaning up all debris, and removing all rocks unearthed as a result of its Facilities installation. GRANTEE further agrees to reseed, at GRANTEE'S expense, the area in which the grass and foliage were destroyed with the same kind of grass and foliage destroyed, to mulch (if necessary) or cover the ground until the ground is adequately covered with sufficient grass and foliage to prevent erosion. GRANTOR shall have the right for a period of not to exceed (1) year from date of completion of each pipeline to make a reasonable determination that the ground and foliage has been restored. GRANTOR agrees not to build, create or construct or allow to be built, created or constructed, any obstructions, including without limitation impounded water, buildings, barns, workshops, improvements, engineering works, or other structures within the right of way nor

9072.235 BG Multi

shall GRANTOR change, or permit the change of, the grade of the surface of the ground within the right of way. If after the initial construction, installation and operation of the Facilities GRANTEE installs, repairs, replaces, or changes the size of pipelines in the future within the easement herein granted, then damages will be paid equal to what has been paid for damages as a result of granting the initial easement.

GRANTOR hereby warrants and agrees to defend the title to the above-described premises. GRANTOR shall have the use of such right of way and easement except for any use, which conflicts with the purposes for which this right of way and easement is granted.

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns, until such Facilities are constructed and so long thereafter as any of the Facilities are maintained thereon, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. The undersigned hereby covenant and agree to account to any other persons legally due any portion of the monies hereto paid for damages.

IN WITNESS WHEREOF, GRANTOR has caused these premises to be signed, executed and delivered this 18 day of July, 2012.

GRANTOR(S)

PEASE RANCH, INC.

X Bernard D. Pease Pres.
Bernard D. Pease, President

STATE OF MONTANA)
) SS
COUNTY OF RICHLAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of July, 2012, personally appeared Bernard D. Pease to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires:_____

Ron Schmierer
Notary Public

RON SCHMIERER
NOTARY PUBLIC for the
State of Montana
Residing at Sidney, Montana
My Commission Expires
June 01, 2016

EXHIBIT "A"

Attached to and made part of that Pipeline Right of Way Grant and Release of Damages agreement dated the 18 day of July, 2012 between **Pease Ranch, Inc**, (Grantor) and **Hiland Operating, LLC** (Grantee).

Notwithstanding anything to the contrary in the Right of Way Agreement to which this Exhibit "A" is attached and made part of, the following provisions of this Exhibit "A" are hereby added and incorporated into the Right-of-Way Agreement and shall prevail wherever in conflict with the provisions of said Right of Way Agreement.

- This right of way and easement is granted for a two (2) pipelines buried in one (1) trench. GRANTOR and GRANTEE agree to negotiate in good faith for any additional damage assessments for additional pipeline construction or maintenance done after the initial pipeline construction has been completed.

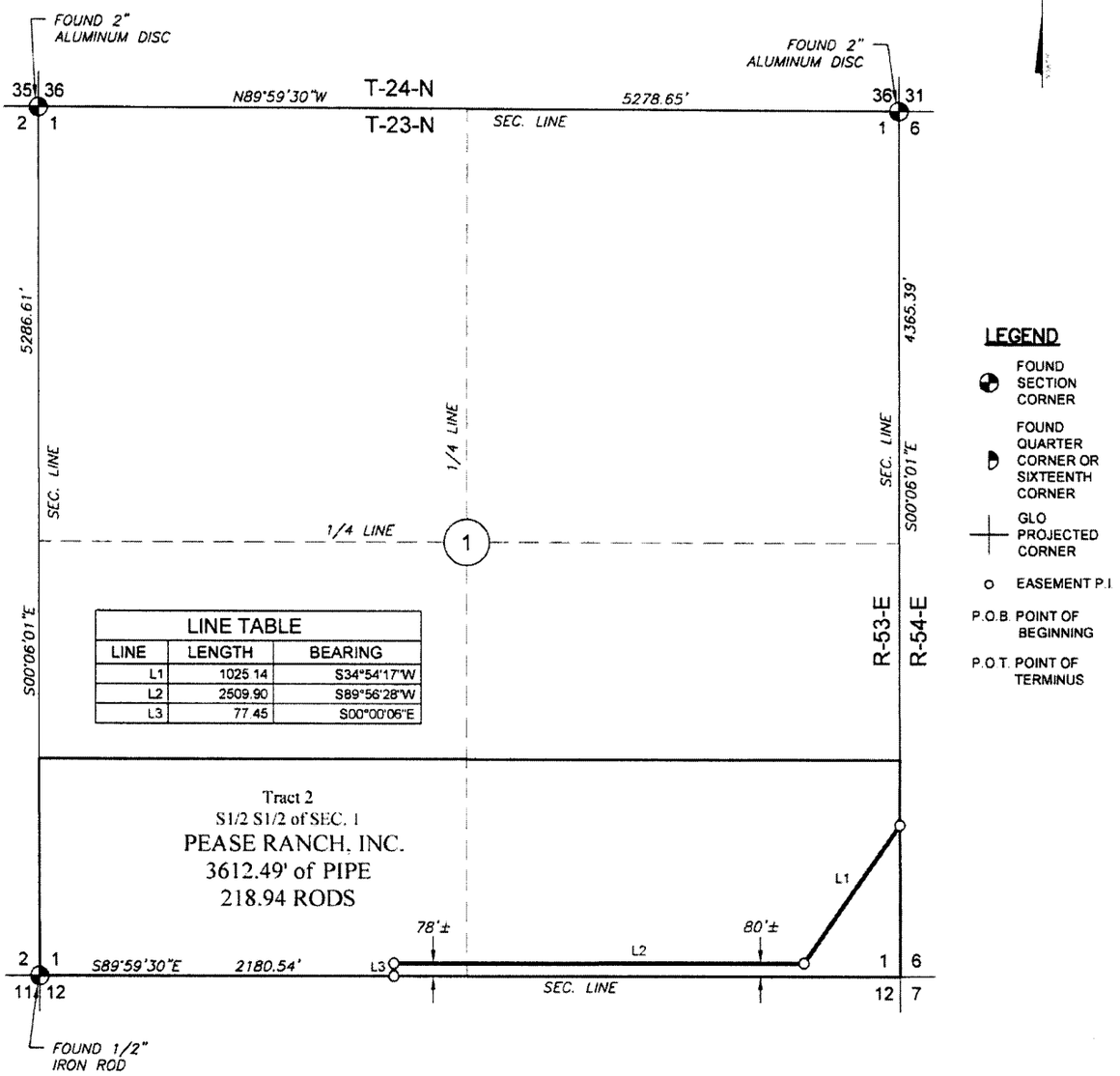
- Right of Way to be 20 feet upon completion, together with the rights of ingress and egress to and from said lines for the purposes aforesaid. The easement herein granted shall be expanded temporarily during any period of construction or repair to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground.

- GRANTEE shall indemnify, defend and hold harmless GRANTOR from any and all claims, demands, and causes of action, or liability for loss of life, personal injury, damages or other loss or injury 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.

EXHIBIT "A"

HILAND PARTNERS/HILAND CRUDE, L.L.C.

S1/2 S1/2 OF SEC. 1, T-23-N, R-53-E
OF THE MONTANA PRINCIPAL MERIDIAN
RICHLAND COUNTY, MONTANA



LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER OR SIXTEENTH CORNER
- GLO PROJECTED CORNER
- EASEMENT P.I.
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS

STATEMENT OF SURVEYOR:
I, RAYMOND G. BOZLEE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF MONTANA, EMPLOYED BY HILAND CRUDE, L.L.C. TO PREPARE A MAP DESCRIBING AN EASEMENT CENTERLINE FOR PIPELINE PURPOSES AS SHOWN ON THIS MAP AND DESCRIBED ON EXHIBIT "A", STATE THAT THE SURVEY OF SAID WORK WAS MADE UNDER MY SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THE MONUMENTS FOUND ARE AS SHOWN. ALL OTHER CORNERS ARE PROJECTED FROM RECORD.

NOTES:
1. THIS DOCUMENT IS FOR PIPELINE EASEMENT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. EASEMENT BASELINE MAY NOT REPRESENT LOCATION OF PIPELINE.
3. BASIS OF BEARINGS - UTM ZONE 13 NORTH, NAD 83, U.S. SURVEY FEET.
4. ALL DISTANCES SHOWN ARE GRID DISTANCES.
5. COMBINED ADJUSTMENT FACTOR: 0.9996 (GRID TO GROUND).
6. TITLE PROVIDED BY HILAND CRUDE, L.L.C.
7. DETAILS ATTACHED HERETO ARE MADE A PART THEREOF.
8. IF ADDITIONAL CORNERS ARE FOUND BEARINGS AND DISTANCES WILL CHANGE.

0 1000'

MONTANA
RAYMOND G. BOZLEE
14013LS
LAND SURVEYOR
8-9-12

SURVEYOR'S SIGNATURE VALIDATES THIS DOCUMENT

REV	DATE	REVISION	DRAFT BY	CHK BY	APPR BY	DISTANCE ACROSS PROPERTY (FEET): 3612.49	AREA OF PERMANENT EASEMENT: 4.15 AC.±
						DISTANCE ACROSS PROPERTY (RODS): 218.94	DRAWN BY JBC / CHECKED BY C.N.

Prepared by:
Golden Field Services, Inc.
(918) 610-0014

Prepared for:
HILAND PARTNERS
HILAND CRUDE, LLC

SHEET No: 1 of 1
DWG. No: TRACT_2 PEASE
DATE: 8/06/2012

A MAP SHOWING A PROPOSED PIPELINE EASEMENT ACROSS THE PROPERTY OF:

PEASE RANCH, INC.

RICHLAND COUNTY, MONTANA

Contract No.7336N Easement Deed No.10093.

NORTHWESTERN IMPROVEMENT COMPANY.

THIS DEED, made the twenty-third day of July in the year of our Lord one thousand nine hundred and nineteen, by the NORTHWESTERN IMPROVEMENT COMPANY, a corporation of the State of New Jersey, grantor, to COUNTY OF RICHLAND, in the state of Montana, grantee, WITNESSETH:

The grantor, in consideration of the sum of one dollar ($1.00) unto it paid by the grantee, the receipt whereof is acknowledged, grants unto the grantee and assigns , the right to use and occupy for a public road the following described tracts of land, situate in the County of Richland and State of Montana, to-wit:

West thirty (30) feet of west half of southwest quarter of section nine(9), east thirty (30) feet of east half of east half of section seventeen (17),west thirty(30) feet of northwest quarter of southwest quarter of section twenty- one (21) and a strip of land sixty (60) feet wide in the northwest quarter of northwest quarter of said section twenty-one (21) being thirty (30) feet wide on each side of the following described center line: Beginning at a point ninety-six (96) feet east of the west quarter quarter corner of the northwest quarter of said section twenty-one (21); thence North thirty-eight degrees thirty-nine minutes (38°39') East, one hundred forty-seven and 8/10 (147.8) feet; thence North thirty-five degrees thirty-five minutes (35°35') East eight hundred nineteen and 4/10 (819.4) feet; thence North six degrees eighteen minutes (6°18') West one hundred thirty and 5/10 (130.5) feet to a point which is five hundred twenty-one and 1/10 (521.1) feet east of the west quarter corner of said section twenty-one (21); all in township twenty-five (25) North,of range fifty-one (51);

West thirty (30) feet of lot four (4) and southwest quarter of southwest quarter of section one (1),east thirty (30) feet of east half of east half of section eleven (11),east thirty (30) feet of east half of east half of section twenty-three (23),west thirty (30) feet of west half of southwest quarter of section twenty-five (25),and east thirty (30) feet of east half of east half of section thirty-five (35), all in township twenty-four (24) North, of range fifty-three (53);

North thirty (30) feet of north half of north half of section twenty-three (23),in township twenty-five (25) North,of range fifty-three (53);

South thirty (30) feet of south half of southeast quarter of section twenty-three (23), in township twenty-four (24) North, of range fifty-four (54);

South thirty (30) feet of south half of southwest quarter of section thirteen (13), south thirty (30) feet of south half of southwest quarter of section fifteen (15), north thirty (30) feet of north half of north half of section twenty-one (21),north thirty (30) feet of north half of northeast quarter and northeast quarter of northwest quarter of section twenty-three (23), also all that portion of a strip of land sixty (60) feet wide in the northwest quarter of northwest quarter of said section twenty-three (23), being thirty (30) feet wide on each side of the following described center line; Beginning at the northwest corner of said section twenty-three (23); thence south two hundred thirteen (213) feet; thence North seventy-three degrees thirty minutes (73°30') East seven hundred fifty (750) feet to a point on the section line; thence along said section line to the northeast corner of said section twenty-three (23); and east thirty (30) feet of east half of northeast quarter of section thirty-one (31), all in township twenty-five (25) North,of range fifty-four (54); all East of the Montana Principal Meridian; the premises above described containing in the aggregate forty-one and 48/100 (41.48) acres, more or less; excepting and reserving unto the grantor, its successors and assigns,forever, all minerals of any nature whatsoever, including coal, iron,natural gas and oil, upon or in said land, together with the use of such of the surface as may be necessary for exploring for and mining or otherwise extracting and carrying away the same; and subject

to a right of way thereon for ditches or canals constructed by the authority of the United States, as reserved by the Act of Congress of August 30,1890 (26 Stats. at Large,p.391).

Should the grantee cease to maintain such public road, the right hereby granted shall terminate.

IN WITNESS WHEREOF, The grantor has caused these presents to be sealed with its corporate seal, and signed by its Vice President, the day and year first above written.

Signed, sealed and delivered in the presence of:
Edith E.Lundquist
David C.Gallagher

NORTHWESTERN IMPROVEMENT COMPANY,
By Thomas Cooper Vice President JMH
Attest: R.H.Relf Assistant Secretary.
(Corp. Seal)

STATE OF MINNESOTA,
County of Ramsey } ss

On this 31st day of July, 1919, before me, J.H.Cook, a notary public, personally appeared THOMAS COOPER, to me known to be the Vice President of the Northwestern Improvement Company, the corporation which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Thomas Cooper acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St.Paul, the day and year last aforesaid.

J.H.Cook
My commission expires July 31,1923.
Notary Public, Ramsey County, Minnesota.
Notarial Seal
My commission expires July 31,1923.

--CO--

State of Montana,
County of Richland } ss.

Filed for Record this 12th day of August A.D.1919 at 9 o'clock A.M. and duly recorded in volume A-14 at page 478, Deed Records of Richland County, Montana.

County Recorder.
C.F.Woodard, Deputy.

Return to:
Diamond Resources, Inc.
P.O. Box 1938
Williston, ND 58802-1938

531775 BOOK: 306 MISC REC PAGE: 671 Pages: 2
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 07/27/2005 2:37 KOI: R/W
PENNI D. LEWIS CLERK AND RECORDER
FEE: $14.00 BY: Renae Young
TO: DIAMOND RESOURCES PO BOX 1938, WILLISTON ND 58802

Bakken Gas Gathering System

THE STATE OF MONTANA)
)
COUNTY OF RICHLAND)

PIPELINE RIGHT OF WAY GRANT AND RELEASE OF DAMAGES

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, whether one or more, designated herein as GRANTOR, for and in consideration of the sum of Ten and More Dollars ($10.00), the receipt of which is hereby acknowledged, paid as below set out, does hereby grant, sell and convey to Hiland Partners, L.L.C., P.O. Box 5122, Enid, Oklahoma 73702, its successors or assigns, designated herein as GRANTEE, a Right of Way Easement and privilege to lay, construct, maintain, operate, replace, inspect and remove pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) to transport and convey gas, oil, water or kindred substances or vapors or the products thereof, in, to, on, over and across the following described tract of land situated in Richland County, Montana, to-wit:

Township 24 North, Range 53 East, MPM
Section 25: NE¼NE¼

said Right of Way to be 50 feet in width and approximately --45-- rods in length, together with the rights of ingress and egress to and from said lines for the purposes aforesaid. The easement herein granted shall be expanded temporarily during any period of construction to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground. This easement also allows for the placement of above-ground metering facilities as needed.

GRANTEE shall bury the top of its pipes at least forty eight inches below the surface of the ground. The undersigned GRANTOR, its successors, heirs or 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, however, that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. GRANTEE shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands. The consideration paid herein by GRANTEE includes payment for actual damages to crops, pasture, fences and timber which arise from laying and constructing said pipelines.

GRANTEE HEREBY AGREES to pay any damages which may arise to crops, pasturage, fences or buildings of said GRANTOR from the exercise of the rights herein granted after the initial operation of such pipelines. GRANTEE shall have the right to change the size of its pipes, the damages, if any in making such change to be paid by the said GRANTEE. GRANTEE shall insofar as is reasonably possible restore the surface of the land to its original condition, such restoration to include the repair of any cut fences, leveling of the ground, and cleaning up all debris, and removing all rocks unearthed as a result of the pipeline installation. GRANTEE further agrees to reseed, at GRANTEE'S expense, the area in which the grass and foliage were destroyed with the same kind of grass and foliage destroyed, to mulch (if necessary) or cover the ground properly until the ground is adequately covered with sufficient grass and foliage to prevent erosion. GRANTOR shall have the right for a period of not to exceed (2) years from date of completion of pipeline to make a reasonable determination that the ground and foliage has been restored. GRANTOR agrees not to build, create or construct any obstructions, engineering works, or other structures over said pipelines nor permit same to be done by others. If GRANTEE installs pipelines in the future within the easement herein granted, then damages will be negotiated and paid equal to or greater then what has been paid as a result of granting the initial easement.

GRANTOR hereby warrants and agrees to defend the title to the above-described premises. GRANTOR shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted.

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns, until such pipelines are constructed and so long thereafter as the pipelines are maintained thereon, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. The undersigned hereby covenant and agree to account to any other persons legally due any portion of the monies hereto paid for damages.

IN WITNESS WHEREOF, GRANTOR has caused these premises to be signed, executed and delivered this 23 day of June, 2005

Pease Ranch, Inc.

Pease Ranch Inc by Bernard D Pease Pres.

Bernard D. Pease, President

ACKNOWLEDGMENTS

STATE OF MONTANA)
) SS
COUNTY OF RICHLAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23 day of June, 2005, personally appeared Bernard D. Pease to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires: August 26, 2008

Notary Public

BOOK E309 PAGE 804

Diamond Resources
P.O. Box 1938
Williston, ND 58802-1938

533211 BOOK: 309 MISC REC PAGE: 804 Pages: 2
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 10/18/2005 2:12 KOI: R/W AGREE
PENNI D. LEWIS CLERK AND RECORDER
FEE: $22.00 BY: Renae Young
TO: DIAMOND RESOURCES PO BOX 1938, WILLISTON, ND 58802

THE STATE OF MONTANA)
)
COUNTY OF RICHLAND)

Bakken Gas Gathering System
PIPELINE RIGHT OF WAY GRANT AND RELEASE OF DAMAGES

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, whether one or more, designated herein as GRANTOR, for and in consideration of the sum of Ten and More Dollars ($10.00), the receipt of which is hereby acknowledged, paid as below set out, does hereby grant, sell and convey to Hiland Partners, L.L.C., P.O. Box 5122, Enid, Oklahoma 73702, its successors or assigns, designated herein as GRANTEE, a Right of Way Easement and privilege to lay, construct, maintain, operate, replace, inspect and remove pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) to transport and convey gas, oil, water or kindred substances or vapors or the products thereof, in, to, on, over and across the following described tract of land situated in Richland County, Montana, to-wit:

Township 24 North, Range 53 East, MPM
Section 25: N½N½, S½S½
Section 26: E½E½
Township 24 North, Range 54 East, MPM
Section 30: Lot 4
Section 31: Lot 1

said Right of Way to be 50 feet in width and approximately --1039-- rods in length, together with the rights of ingress and egress to and from said lines for the purposes aforesaid. The easement herein granted shall be expanded temporarily during any period of construction to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground. This easement also allows for the placement of above-ground metering facilities as needed.

GRANTEE shall bury the top of its pipes at least forty eight inches below the surface of the ground. The undersigned GRANTOR, its successors, heirs or 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, however, that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. GRANTEE shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands. The consideration paid herein by GRANTEE includes payment for actual damages to crops, pasture, fences and timber which arise from laying and constructing said pipelines.

GRANTEE HEREBY AGREES to pay any damages which may arise to crops, pasturage, fences or buildings of said GRANTOR from the exercise of the rights herein granted after the initial operation of such pipelines. GRANTEE shall have the right to change the size of its pipes, the damages, if any in making such change to be paid by the said GRANTEE. GRANTEE shall insofar as is reasonably possible restore the surface of the land to its original condition, such restoration to include the repair of any cut fences, leveling of the ground, and cleaning up all debris, and removing all rocks unearthed as a result of the pipeline installation. GRANTEE further agrees to reseed, at GRANTEE'S expense, the area in which the grass and foliage were destroyed with the same kind of grass and foliage destroyed, to mulch (if necessary) or cover the ground properly until the ground is

adequately covered with sufficient grass and foliage to prevent erosion. GRANTOR shall have the right for a period of not to exceed (2) years from date of completion of pipeline to make a reasonable determination that the ground and foliage has been restored. GRANTOR agrees not to build, create or construct any obstructions, engineering works, or other structures over said pipelines nor permit same to be done by others. If GRANTEE installs pipelines in the future within the easement herein granted, then damages will be negotiated and paid equal to or greater then what has been paid as a result of granting the initial easement.

GRANTOR hereby warrants and agrees to defend the title to the above-described premises. GRANTOR shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted.

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns, until such pipelines are constructed and so long thereafter as the pipelines are maintained thereon, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. The undersigned hereby covenant and agree to account to any other persons legally due any portion of the monies hereto paid for damages.

IN WITNESS WHEREOF, GRANTOR has caused these premises to be signed, executed and delivered this 8th day of October, 2005

Pease Ranch, Inc.

Pease Ranch Inc.

Bernard Pease Pres.

Bernard D. Pease, President

ACKNOWLEDGMENTS

STATE OF MONTANA)
) SS
COUNTY OF RICHLAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of October, 2005, personally appeared Bernard D. Pease to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires: 7-11-08

Kim M. Hennessy
Notary Public

Return To:
Diamond Resources
P.O. Box 1938
Williston, ND 58802-1938

540524 BOOK: 324 MISC REC PAGE: 434 Pages: 8
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 01/18/2007 1:10 KOI: R/W AGREE
PENNI D. LEWIS CLERK AND RECORDER
FEE: $76.00 BY: Renae Young
TO: DIAMOND RESOURCES PO BOX 1938, WILLISTON, ND 58802

THE STATE OF MONTANA)
)
COUNTY OF RICHLAND)

Bakken Oil Gathering System
PIPELINE RIGHT OF WAY GRANT AND RELEASE OF DAMAGES

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, whether one or more, designated herein as GRANTOR, for and in consideration of the sum of Ten and More Dollars ($10.00) in hand paid the receipt and sufficiency of which is hereby acknowledged and additional consideration paid pursuant to that certain Payment Agreement for Pipeline Right of way Grant and Release of Damages executed concurrently herewith, does hereby grant, sell and convey to **Banner Transportation Company, L.L.C.**, whose address is P.O. Box 862 Enid Oklahoma 73702, its successors or assigns, designated herein as GRANTEE, a Right of Way Easement and privilege to lay, construct, maintain, operate, replace, inspect and remove pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) to transport and convey gas, oil, water or kindred substances or vapors or the products thereof, in, to, on, over and across the following described tract of land situated in Richland County, Montana, to-wit:

Township 24 North, Range 53 East of the M.P.M.
Section 25: S½S½
Section 26: SE¼SE¼

Township 24 North, Range 54 East of the M.P.M.
Section 29: SW¼SW¼
Section 30: Lot4, E½E ½
Section 31: Lot 1, E½E½, NW¼NE¼, NE¼NW¼

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

said Right of Way to be 50 feet in width, together with the rights of ingress and egress to and from said lines for the purposes aforesaid. The easement herein granted shall be expanded temporarily during any period of construction to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground. This easement also allows for the placement of above-ground metering facilities as needed.

GRANTEE shall bury the top of its pipes at least forty eight inches below the surface of the ground. The undersigned GRANTOR, its successors, heirs or 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, however, that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. GRANTEE shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands. The consideration paid herein by GRANTEE includes payment for actual damages to crops, pasture, fences and timber which arise from laying and constructing said pipelines.

GRANTEE HEREBY AGREES to pay any damages which may arise to crops, pasturage, fences or buildings of said GRANTOR from the exercise of the rights herein granted after the initial operation of such pipelines. GRANTEE shall have the right to change the size of its pipes, the damages, if any in making such change to be paid by the said GRANTEE. GRANTEE shall insofar as is reasonably possible restore the surface of the land to its original condition, such restoration to include the repair of any cut fences, leveling of the ground, and cleaning up all debris, and removing all rocks unearthed as a result of the pipeline installation. GRANTEE further agrees to reseed, at GRANTEE'S expense, the area in which the grass and foliage were destroyed with the same kind of grass and foliage destroyed, to mulch (if necessary) or cover the ground properly until the ground is adequately covered with sufficient grass and foliage to prevent erosion. GRANTOR shall have the right for a period of not to exceed (2) years from date of completion of pipeline to make a reasonable determination that the ground and foliage has been restored. GRANTOR agrees not to build, create or construct any obstructions, engineering works, or other structures over said pipelines nor permit same to be done by others. If GRANTEE installs pipelines in the future within the easement herein granted, then damages will be negotiated and paid equal to or greater than what has been paid for damages as a result of granting the initial easement.

GRANTOR hereby warrants and agrees to defend the title to the above-described premises. GRANTOR shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted.

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns, until such pipelines are constructed and so long thereafter as the pipelines are maintained thereon, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. The undersigned hereby covenant and agree to account to any other persons legally due any portion of the monies hereto paid for damages.

IN WITNESS WHEREOF, GRANTOR has caused these premises to be signed, executed and delivered this 15th day of August, 2006.

PEASE RANCH, INC.

X Bernard D. Pease Pres.
Bernard D. Pease, President

STATE OF MONTANA)
)ss. **CORPORATE, ACKNOWLEDGMENT**
COUNTY OF RICHLAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15 day of August, 2006, personally appeared Bernard D. Pease to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires: August 26, 2008

James C. Cook
Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT RIGHT OF WAY AGREEMENT BETWEEN PEASE RANCH, INC. AS GRANTOR AND BANNER PIPELINE COMPANY, L.L.C. AS GRANTEE, COVERING THE FOLLOWING LANDS:

Township 24 North, Range 53 East of the M.P.M.
Section 25: S½S½
Section 26: SE¼SE¼

Township 24 North, Range 54 East of the M.P.M.
Section 29: SW¼SW¼
Section 30: Lot4, E½E ½
Section 31: Lot 1, E½E½, NW¼NE¼, NE¼NW¼

NOTWITHSTANDING ANYTHING CONTAINED IN THE FOREGOING RIGHT OF WAY AGREEMENT TO THE CONTRARY, THE FOLLOWING IS HEREBY ADDED AND INCORPORATED INTO THE RIGHT OF WAY AGREEMENT AND AGREED TO BY BOTH THE GRANTOR AND GRANTEE.

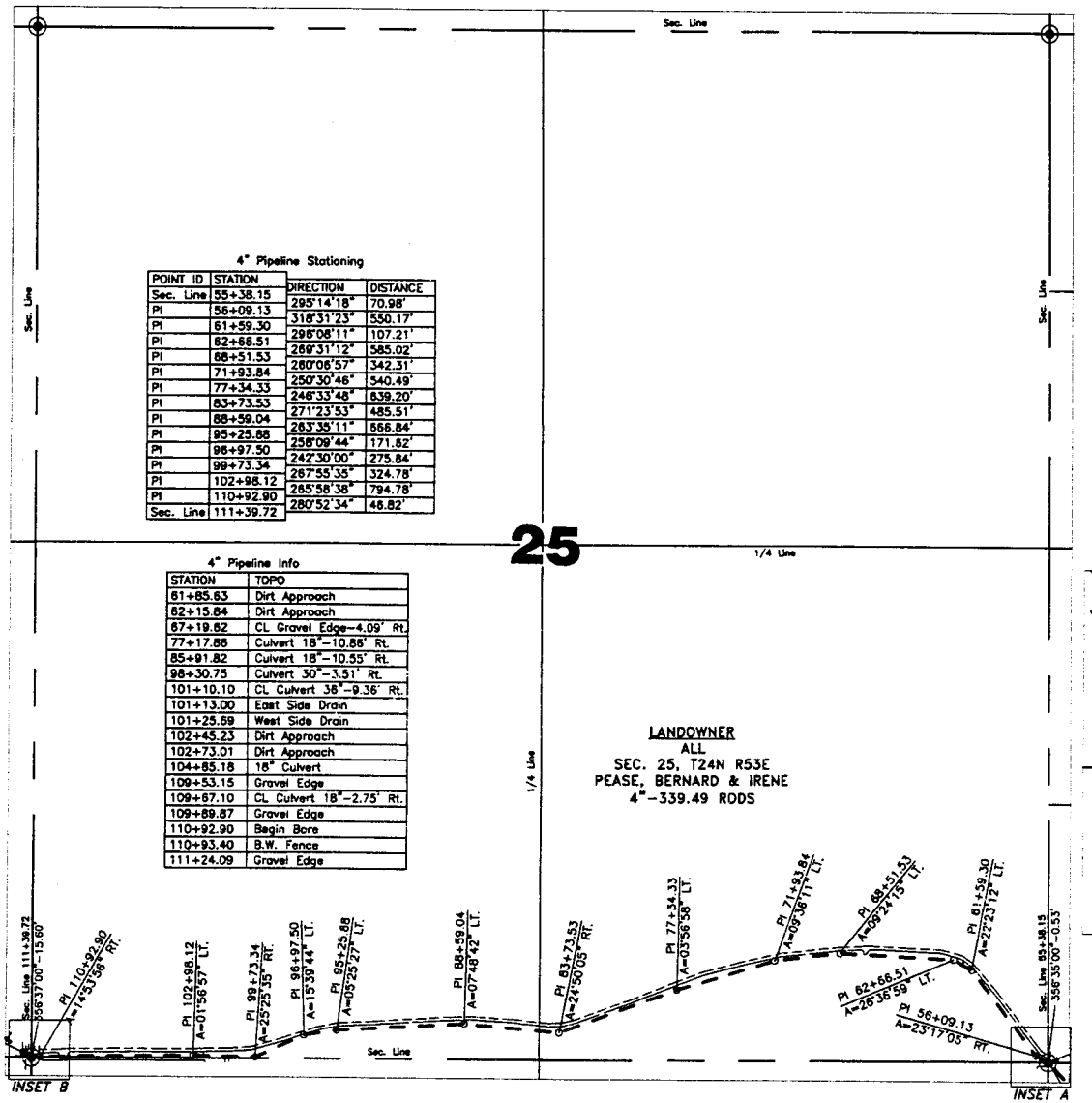
- In the event GRANTEE pays any other landowner within Richland County, Montana an annual rental and Twenty Five Dollars ($25.00) or more per rod for any pipeline right-of-way and easement similar to that described herein, within a period of five years from the signing of this agreement, then GRANTEE shall pay OWNER an annual rental equal to the annual rental then being paid. Said annual rental shall commence once GRANTEE is notified of such annual rental.

- This right of way and easement is granted for a single (1) pipeline buried in single (1) trench. GRANTOR and GRANTEE agree to negotiate in good faith for any additional damage assessments for additional pipeline construction or maintenance done after the initial pipeline construction has been completed.

- Right of Way to be 20 feet upon completion, together with the rights of ingress and egress to and from said lines for the purposes aforesaid. The easement herein granted shall be expanded temporarily during any period of construction or repair to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground.

- GRANTEE will pay the sum of $300.00 for each above-ground metering facility. Every care will be taken to place the facilities at the edges of property within the stated right of way easement. GRANTEE shall be consulted on the placement of these facilities.

- GRANTEE shall indemnify, defend and hold harmless GRANTOR from any and all claims, demands, and causes of action, or liability for loss of life, personal injury, damages or other loss or injury 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.



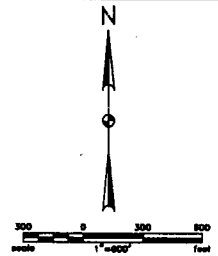
4" Pipeline Stationing

POINT ID	STATION	DIRECTION	DISTANCE
Sec. Line	55+38.15	295°14'18"	70.98'
PI	56+09.13	318°31'23"	550.17'
PI	61+59.30	296°08'11"	107.21'
PI	62+66.51	269°31'12"	585.02'
PI	68+51.53	260°06'57"	342.31'
PI	71+93.84	250°30'46"	540.49'
PI	77+34.33	246°33'48"	839.20'
PI	83+73.53	271°23'53"	485.51'
PI	88+59.04	263°35'11"	566.84'
PI	95+25.88	258°09'44"	171.82'
PI	96+97.50	242°30'00"	275.84'
PI	98+73.34	267°55'35"	324.78'
PI	102+98.12	285°58'38"	794.78'
PI	110+92.90	280°52'34"	46.82'
Sec. Line	111+39.72		

4" Pipeline Info

STATION	TOPO
61+85.63	Dirt Approach
62+15.84	Dirt Approach
67+19.82	CL Gravel Edge-4.09' Rt.
77+17.86	Culvert 18"-10.86' Rt.
85+91.82	Culvert 18"-10.55' Rt.
98+30.75	Culvert 30"-3.51' Rt.
101+10.10	CL Culvert 36"-9.36' Rt.
101+13.00	East Side Drain
101+25.69	West Side Drain
102+45.23	Dirt Approach
102+73.01	Dirt Approach
104+85.18	18" Culvert
109+53.15	Gravel Edge
109+67.10	CL Culvert 18"-2.75' Rt.
109+89.87	Gravel Edge
110+92.90	Begin Bore
110+93.40	B.W. Fence
111+24.09	Gravel Edge

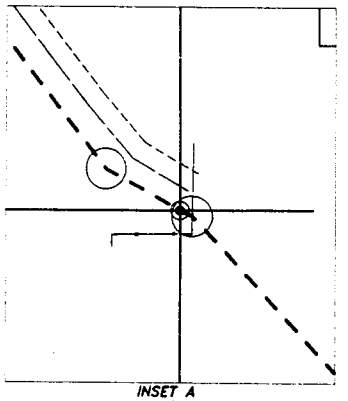
Sec. 25, T.24N; R.53E.

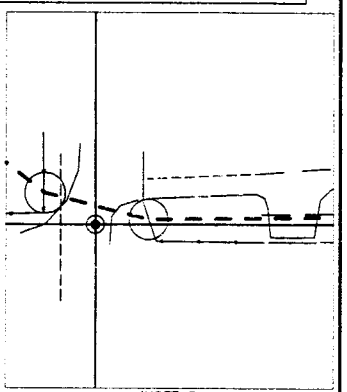


LEGEND

- PROPOSED 4" PIPELINE
- PROPOSED 6" PIPELINE
- PROPOSED 8" PIPELINE
- DENOTES IRON MONUMENT FOUND
- DENOTES ORIGINAL STONE FOUND
- DENOTES IRON REBAR w/CAP SET - #15635 LS

NOTE:
Survey is based on Montana State Plane System, NAD83 (96), U.S. Foot. Azimuths shown are Grid Azimuths, distances shown are grid distance. Combined scale factor = 1.000605029 to go from grid distance to ground distance.


INSET A
SCALE 1"=100'


INSET B
SCALE 1"=100'

Rev'd. OP-114

Bakken Oil Gathering System
Banner Transportation Co., L.L.C.
Richland, Roosevelt, McCone Counties, MT

SHEET NO. 28

Kadrmas Lee & Jackson
Engineers Surveyors Planners

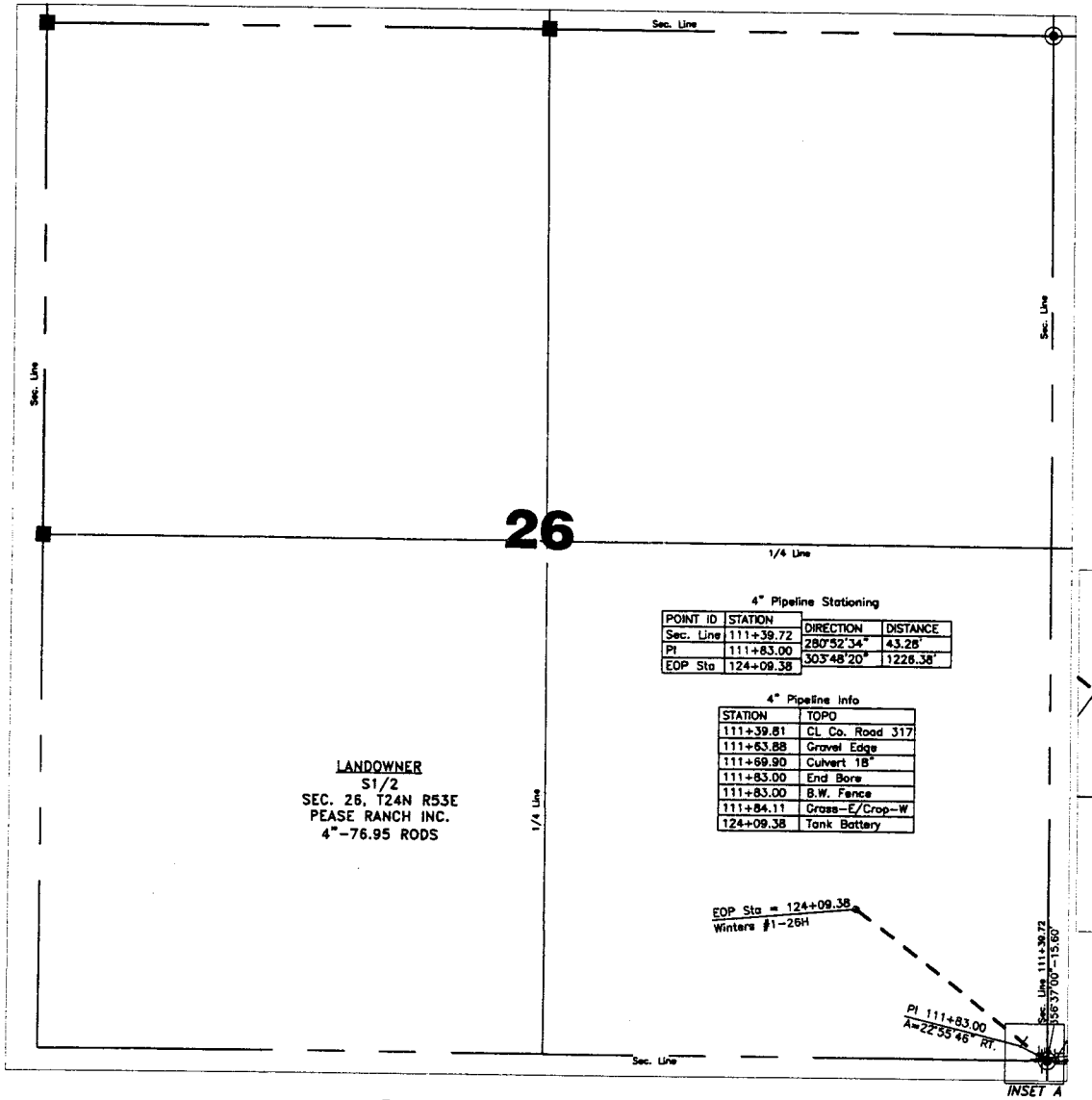
Proposed Pipeline
R/W Plat
Section 25, T.24N; R.53E.

DRAWN BY	CHK'D BY	PROJECT NO.	DATE
SCW/CS	KA/SW	3705359	07/27/2006

J:\oilfield\banner_pipeline\3705359\cadd\ep\3705359bas01.dwg RW (28)

© Kadrmas, Lee & Jackson 2006

Aug 02, 2006 - 7:13am - J:\oilfield\banner_pipeline\3705359\cadd\ep\3705359bas01.dwg

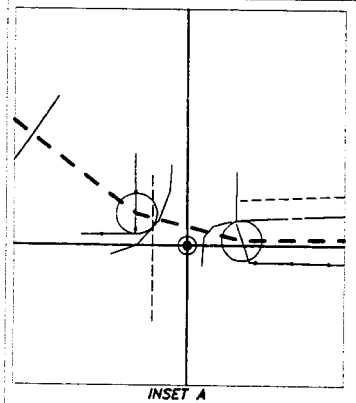


4" Pipeline Stationing

POINT ID	STATION	DIRECTION	DISTANCE
Sec. Line	111+39.72		
		280°52'34"	43.28'
PI	111+83.00		
		303°48'20"	1228.38'
EOP Sta	124+09.38		

4" Pipeline Info

STATION	TOPO
111+39.81	CL Co. Road 317
111+63.88	Gravel Edge
111+69.90	Culvert 18"
111+83.00	End Bore
111+83.00	B.W. Fence
111+84.11	Grass-E/Crop-W
124+09.38	Tank Battery



INSET A
SCALE 1"=100'

N

300 0 300 600
scale 1"=600' feet

LEGEND

- PROPOSED 4" PIPELINE
- PROPOSED 6" PIPELINE
- PROPOSED 8" PIPELINE
- DENOTES IRON MONUMENT FOUND
- DENOTES ORIGINAL STONE FOUND
- DENOTES IRON REBAR w/CAP SET - #15635 LS

NOTE:
Survey is based on Montana State Plane System, NAD83 (96), U.S. Foot. Azimuths shown are Grid Azimuths, distances shown are grid distance. Combined scale factor = 1.000605029 to go from grid distance to ground distance.

Sec. 26, T.24N; R.53E.

Rev'd. OP-114

Bakken Oil Gathering System
Banner Transportation Co., L.L.C.
Richland, Roosevelt, McCone Counties, MT

sheet no. 29

Kadrmas Lee & Jackson
Engineers Surveyors Planners

Proposed Pipeline R/W Plat
Section 26, T.24N; R.53E.

DRN. BY	DATE BY	PROJECT NO.	DATE
SCH/CS	KJ/SW	3705358	07/27/2006

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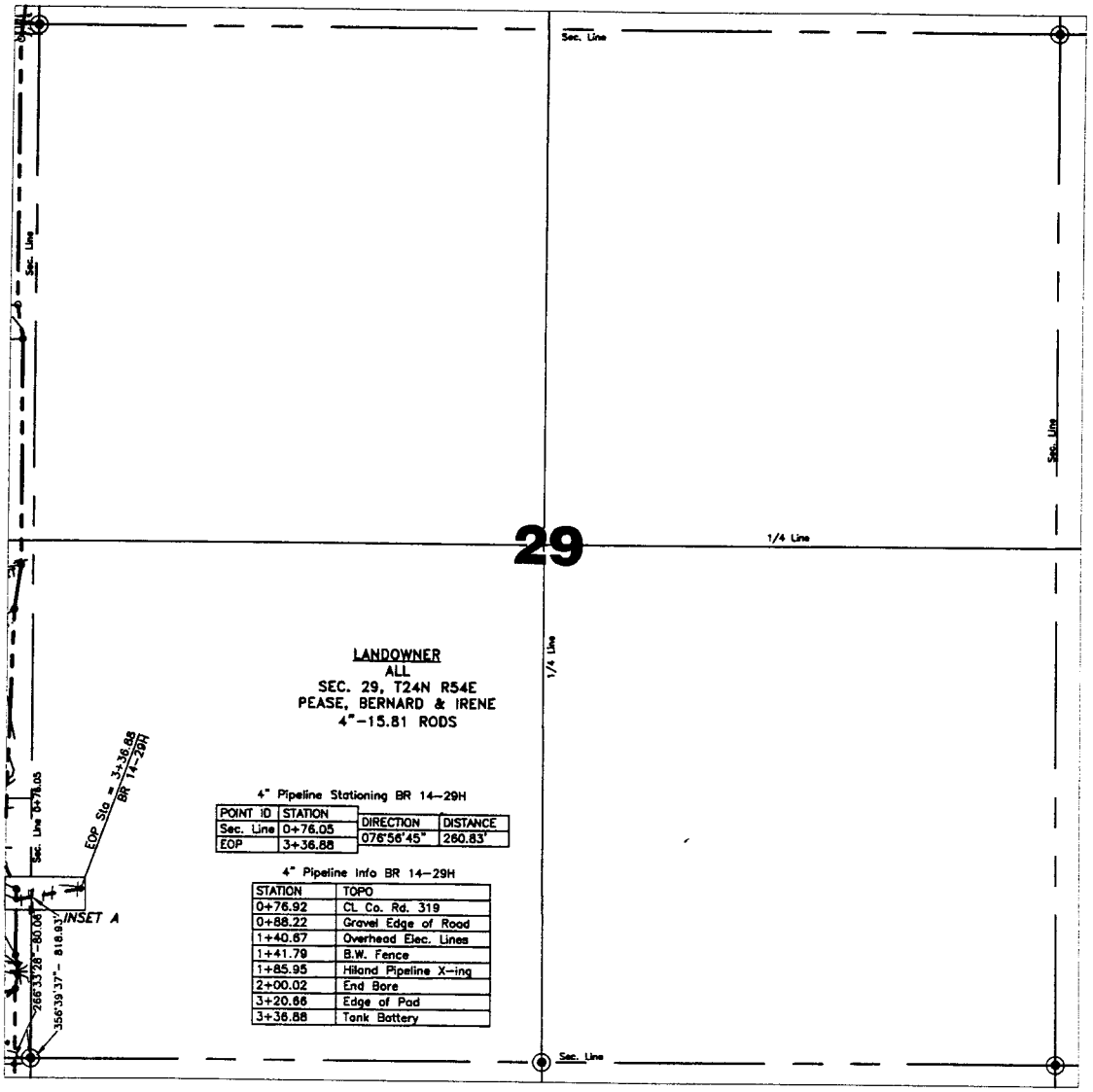


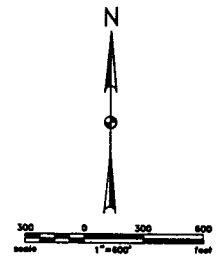
LANDOWNER
ALL
SEC. 29, T24N R54E
PEASE, BERNARD & IRENE
4"-15.81 RODS

4" Pipeline Stationing BR 14-29H

POINT ID	STATION	DIRECTION	DISTANCE
Sec. Line	0+76.05		
EOP	3+36.88	076°56'45"	260.83'

4" Pipeline Info BR 14-29H

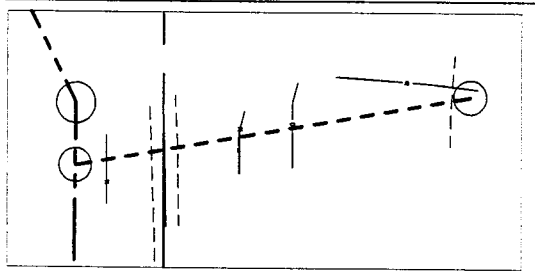
STATION	TOPO
0+76.92	CL Co. Rd. 319
0+88.22	Gravel Edge of Road
1+40.67	Overhead Elec. Lines
1+41.79	B.W. Fence
1+85.95	Hiland Pipeline X-ing
2+00.02	End Bore
3+20.66	Edge of Pad
3+36.88	Tank Battery



LEGEND

- PROPOSED 4" PIPELINE
- PROPOSED 6" PIPELINE
- PROPOSED 8" PIPELINE
- DENOTES IRON MONUMENT FOUND
- DENOTES ORIGINAL STONE FOUND
- DENOTES IRON REBAR W/ CAP SET
- DENOTES CORNER CALCULATED
- DENOTES ORIGINAL STONE FOUND W/ IRON REBAR & CAP SET

NOTE:
Survey is based on Montana State Plane System, NAD83 (96), U.S. Foot. Azimuths shown are Grid Azimuths, distances shown are grid distance. Combined scale factor = 1.000605029 to go from grid distance to ground distance.

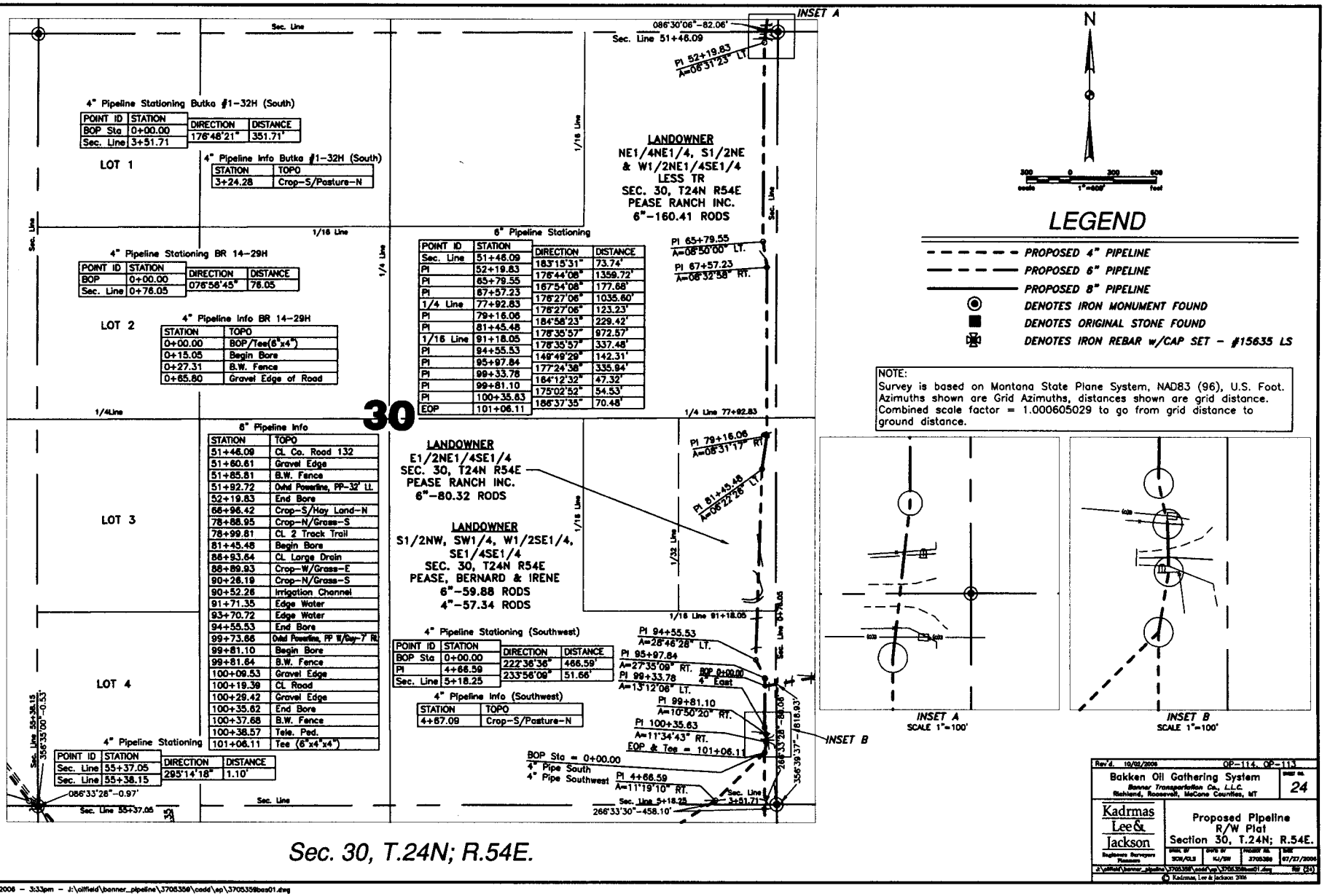


INSET A
SCALE 1"=100'

Sec. 29, T.24N; R.54E.

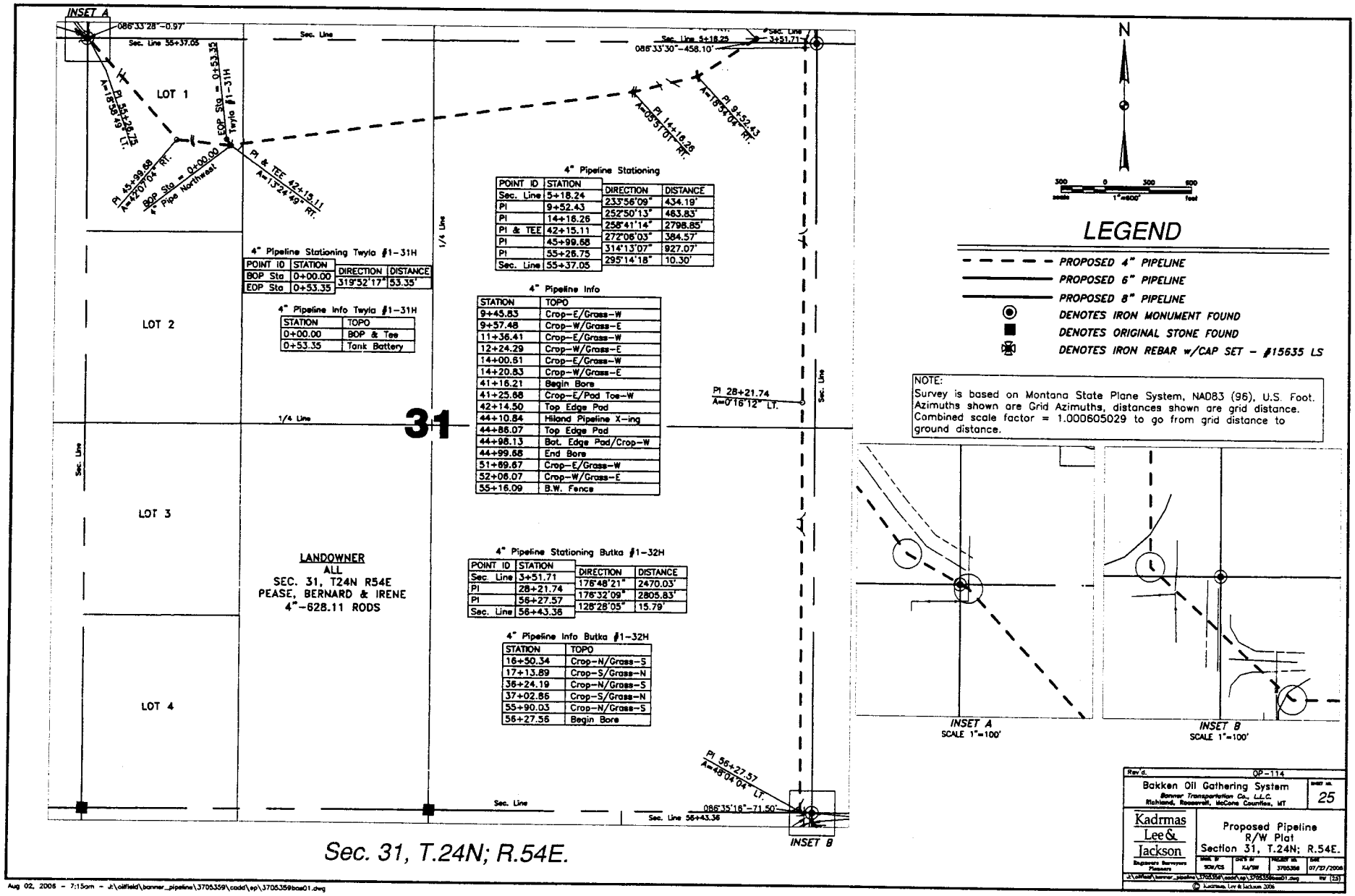
Rev'd.	QP-113	
Bakken Oil Gathering System Banner Transportation Co., L.L.C. Richland, Roosevelt, McCone Counties, MT		SHEET NO. 61
Kadrmas Lee & Jackson Engineers Surveyors Planners	Proposed Pipeline R/W Plat Section 29, T.24N; R.54E.	
DRWN BY CLS	CHK'D BY CMH	PROJECT NO. 3705358
DATE 10/02/2006		
J:\oilfield\banner_pipeline\3705358\cadd\ep\3705358bas01.dwg		REF. 61
© Kadrmas, Lee & Jackson, 2006		

Oct 03, 2006 - 3:43pm - J:\oilfield\banner_pipeline\3705358\cadd\ep\3705358bas01.dwg



Sec. 30, T.24N; R.54E.

Oct 03, 2006 - 3:33pm - J:\oilfield\banner_pipeline\3705358\cadd\sp\3705358bas01.dwg



4" Pipeline Stationing

POINT ID	STATION	DIRECTION	DISTANCE
Sec. Line	5+18.24	233°56'09"	434.19'
PI	9+52.43	252°50'13"	463.83'
PI	14+16.26	258°41'14"	2798.85'
PI & TEE	42+15.11	272°06'03"	384.57'
PI	45+99.68	314°13'07"	927.07'
PI	55+26.75	295°14'18"	10.30'
Sec. Line	55+37.05		

4" Pipeline Stationing Twyla #1-31H

POINT ID	STATION	DIRECTION	DISTANCE
BOP Sta	0+00.00	319°52'17"	53.35'
EOP Sta	0+53.35		

4" Pipeline Info Twyla #1-31H

STATION	TOPO
0+00.00	BOP & Tee
0+53.35	Tank Battery

4" Pipeline Info

STATION	TOPO
9+45.83	Crop-E/Grass-W
9+57.48	Crop-W/Grass-E
11+36.41	Crop-E/Grass-W
12+24.29	Crop-W/Grass-E
14+00.61	Crop-E/Grass-W
14+20.83	Crop-W/Grass-E
41+16.21	Begin Bore
41+25.68	Crop-E/Pad Toe-W
42+14.50	Top Edge Pad
44+10.84	Hiland Pipeline X-ing
44+86.07	Top Edge Pad
44+98.13	Bot. Edge Pad/Crop-W
44+99.68	End Bore
51+69.67	Crop-E/Grass-W
52+06.07	Crop-W/Grass-E
55+16.09	B.W. Fence

4" Pipeline Stationing Butka #1-32H

POINT ID	STATION	DIRECTION	DISTANCE
Sec. Line	3+51.71	176°48'21"	2470.03'
PI	28+21.74	176°32'09"	2805.83'
PI	56+27.57	128°28'05"	15.79'
Sec. Line	56+43.36		

4" Pipeline Info Butka #1-32H

STATION	TOPO
16+50.34	Crop-N/Grass-S
17+13.89	Crop-S/Grass-N
36+24.19	Crop-N/Grass-S
37+02.86	Crop-S/Grass-N
55+90.03	Crop-N/Grass-S
56+27.56	Begin Bore

Paul K. Baker to Richland County, Montana. Doc. No. 12923.

THIS INDENTURE, Made this 6th day of Nov. A. D. 1915, between Paul K. Baker and Ilah B. Baker, of the County of Richland, State of Montana, parties of the first part, and the County of Richland, State of Montana, party of the second part.

WITNESSETH, That, Whereas, certain of the inhabitants of Road District No. 27, of Richland County, Montana, taxable therein for road purposes, have patitioned, in writing, the Board of County Commissioners of the said Richland County, State of Montana, for the creation of a new highway therein , as set forth in their petition dated the 7th day of Aug. 1915, which said road is described as follows, to-wit:

Beginning at SW corner of Sec. 18, thence east to NE corner of Sec. 20, thence South to SE corner of Sec. 20, thence East on Section line in T. 24, N. Range 53 East Mont. Mer.

NOW, THEREFORE, in consideration of the location and establishment of said road as above described and of the benefits to accrue to the said parties , the undersigned owners, occupants and claimants of land described as follows, to-wit:

N½ Sec. 26 T. 24 N. R. 53 E. required for road purposes on the line of the following designated route, hereby signifies approval of the location of the said highway, and do hereby consent thereto; and do hereby grant and dedicate the land last above described, to the County of Richland, to that purpose and for the use of such highway.

And the said parties of the first part their heirs, executors, administrators or assigns, hereby covenant that they will Warrant and Defend all right, title, and interest in and to the said premises , and the quiet and peaceable possession thereof, unto the said party of the second part, so long as the same shall be required for a public highway, against the acts and deeds of the said parties of the first part, and all and every person and persons, whosoever, lawfully claiming or to claim the same.

IN WITNESS THEREOF, the said parties of the first part have hereunto set their names and seals on the day and year first above written.

Signed, Sealed and delivered in the presence of

.....

Ilah

Paul K. Baker (Seal)

Ilah B. Baker (Seal)

STATE OF MONTANA,
SS.
COUNTY OF RICHLAND.

On this 6th day of November, A. D. 1915, before me O. J. Lacy, a Notary Public in and for the County of Richland and State of Montana, personally appered Paul K, Baker and Ilah B. Baker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

O. J. Lacy, Notary Public for the State of Montana,
residing at Sidney, Montana.

(Seal)

My Commission expires July 7, 1917.

-oOBOo-

Filed for record December 15th, 1915 at 3:00 P. M.

Recorder.

Compared by R.J.S.

Read by V.M.M.

Vol E218 PAGE 332

AFE 30918
Tract #2

KOCH

KOCH GATHERING SYSTEMS INC
P.O. Box 2256 Wichita, Kansas 67201

ACCT. NO. _____

RIGHT OF WAY GRANT

STATE OF Montana } s.s.
COUNTY OF Richland }

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar ($1.00) to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of $5.00 per rod line. to be paid when such grant shall be used and occupied, the undersigned as Grantor (whether one or more), do hereby grant and convey unto Koch Gathering Systems, Inc., as Grantee, its successors and assigns, a right of way for the purpose of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of and relaying a pipeline ~~and additional pipelines~~ along a route ~~or routes~~ selected by Grantee for the transportation of oil, gas petroleum or any of its products, together with such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, with the right of ingress and egress to and from the same on, over and through certain land situated in Richland County, State of ~~Montana~~, to wit:

B.P.

Township 24 North, Range 54 East:
Section 29: NE¼ , SE¼
Section 28: NW¼

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, with ingress and egress to and from the same, for the purpose of constructing, operating, inspecting, repairing and maintaining the same, and the relocating, changing the size of, or removing of such at will, in whole or in part. It is further provided that whenever this right of way shall cease to be used for said purposes, the same shall revert to Grantor, its heirs, successors or assigns, upon notice to that effect being given to said Grantee. ~~It is further agreed that said Grantee, its successors or assigns, may at any time lay an additional line or lines of pipe on lands described above upon the payment of a like consideration per rod line and subject to the same benefits and conditions as herein provided.~~ The said grantor to fully use and enjoy the said premises, except for the purpose hereinabove granted to the said Grantee which hereby agrees to bury all pipe to a sufficient depth so as to not interfere with ordinary cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipelines.

B.P.

Grantor represents and warrants that he is the owner in fee simple of the land above described subject only to outstanding mortgages, if any now of record in said County and specifically covenants to indemnify Grantee against claims of tenants in possession of the above described lands for damages thereto previously paid to Grantor by Grantee.

Grantor agrees to not build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over or under said pipeline or lines after such pipeline or lines have been constructed by grantee.

All covenants and agreements herein contained shall be deemed to be covenant running with the land and shall extend to and be binding on the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this 21st day of March A.D. 19 89.

Pease Ranch, Inc.
Name
By: Bernard Pease President
Name

Enid Rt., Lambert, MT 59243
Address

Name / Address
Name / Address
Name / Address
Name / Address

STATE OF ~~Montana~~ North Dakota } s.s.
COUNTY OF ~~Richland~~ Williams }

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of March 19 89, personally appeared Bernard Pease, President, and Pease Ranch, Inc. to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

William P Sass
Notary Public
William P. Sass

My commission Expires 3-21-91

2/87 PB-1080

STATE OF MONTANA } ss.
County of Richland }

DOCUMENT NO. 446998

FILED for record this 22nd day of May A.D. 19 89 at 11:26 O'Clock A. M.

and duly recorded in Book E-218 Page 332 of Miscellaneous Records.

FEE PAID $ 5.00

RETURN TO Koch Industries, Inc.
P.O. Box 2256
Wichita, KS 67201-9990

Elmina J. Cook
Clerk and Recorder
BY Sheri L. Johnson

531213 BOOK: 305 MISC REC PAGE: 286 Pages: 2
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 06/24/2005 2:15 KOI: PIPLNE R/W
PENNI D. LEWIS CLERK AND RECORDER
FEE: $12.00 BY: Stephanie VanAssett
TO: DIAMOND RESOURCES PO BOX 1938, WILLISTON, ND 58802

Bakken Gas Gathering System

THE STATE OF MONTANA)
)
COUNTY OF RICHLAND)

PIPELINE RIGHT OF WAY GRANT AND RELEASE OF DAMAGES

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, whether one or more, designated herein as GRANTOR, for and in consideration of the sum of Ten and More Dollars ($10.00), the receipt of which is hereby acknowledged, paid as below set out, does hereby grant, sell and convey to Hiland Partners, L.L.C., P.O. Box 5122, Enid, Oklahoma 73702, its successors or assigns, designated herein as GRANTEE, a Right of Way Easement and privilege to lay, construct, maintain, operate, replace, inspect and remove pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) to transport and convey gas, oil, water or kindred substances or vapors or the products thereof, in, to, on, over and across the following described tract of land situated in Richland County, Montana, to-wit:

Township 24 North, Range 54 East, MPM
Section 29: SW¼SW¼

said Right of Way to be 50 feet in width and approximately –47-- rods in length, together with the rights of ingress and egress to and from said lines for the purposes aforesaid. The easement herein granted shall be expanded temporarily during any period of construction to a width of 75 feet, except that such expansion shall be to a width of 100 feet at all road, ditch and waterway crossings and any areas of severely uneven ground.

GRANTEE shall bury the top of its pipes at least forty eight inches below the surface of the ground. The undersigned GRANTOR, its successors, heirs or 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, however, that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. GRANTEE shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands. The consideration paid herein by GRANTEE includes payment for actual damages to crops, pasture, fences and timber which arise from laying and constructing said pipelines.

GRANTEE HEREBY AGREES to pay any damages which may arise to crops, pasturage, fences or buildings of said GRANTOR from the exercise of the rights herein granted after the initial operation of such pipelines. GRANTEE shall have the right to change the size of its pipes, the damages, if any in making such change to be paid by the said GRANTEE. GRANTEE shall insofar as is reasonably possible restore the surface of the land to its original condition, such restoration to include the repair of any cut fences, leveling of the ground, and cleaning up all debris, and removing all rocks unearthed as a result of the pipeline installation. GRANTEE further agrees to reseed, at GRANTEE'S expense, the area in which the grass and foliage were destroyed with the same kind of grass and foliage destroyed, to mulch (if necessary) or cover the ground properly until the ground is adequately covered with sufficient grass and foliage to prevent erosion. GRANTOR shall have the right for a period of not to exceed (2) years from date of completion of pipeline to make a reasonable determination that the ground and foliage has been restored. GRANTOR agrees not to build, create or construct any obstructions, engineering works, or other structures over said pipelines nor permit same to be done by others.

GRANTOR shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted. GRANTEE and GRANTOR agree to negotiate right of way and damage assessments for any additional pipeline construction; replacement or removal done after the initial project has been completed.

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns, until such pipelines are constructed and so long thereafter as the pipelines are maintained thereon, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. The undersigned hereby covenant and agree to account to any other persons legally due any portion of the monies hereto paid for damages.

IN WITNESS WHEREOF, GRANTOR has caused these premises to be signed, executed and delivered this 18th day of November, 2004.

Pease Ranch, Inc.

_____ By: Bernard D Pease Pres.
Bernard D. Pease, President

_____ _____

STATE OF MONTANA)
)
COUNTY OF RICHLAND)

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of November, 2004, personally appeared Bernard Pease to me personally known, who, being by me duly sworn, did say that she is the President of Pease Ranch, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 18th day of November, 2004.

My Commission Expires:

April 28, 2010

Harold Will
Notary Public for the State of Montana
Harold Will
Residing at: Sidney, MT 59270

HAROLD WILL NOTARIAL SEAL STATE OF MONTANA

BOOK E305 PAGE 462

531287 BOOK: 305 MISC REC PAGE: 462 Pages: 3
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 06/27/2005 4:23 KOI: R/W AGREE
PENNI D. LEWIS CLERK AND RECORDER
FEE: $18.00 BY: Yvonne Volkman
TO: BEAR PAW ENERGY, LLC 1400 16TH ST, SUITE 310, DENVER, CO

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, convey and warrant unto Bear Paw Energy, LLC, 1400 16th Street, Suite 310, Denver, Colorado 80202, its successors and assigns ("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 ~~and 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, 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 Richland, State of Montana, described as follows:

Township 24 North – Range 54 East P.M.M.
Section 29: SE/4SE/4

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.

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.

OWNER represents that the above-described land not rented.

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. Each party agrees to give the other a 30-day right to cure after notice of any default before seeking termination or exercising any other remedy.

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 9th day of ~~May~~ June, 2004.

OWNER: (whether on or more):
Pease Ranch, Inc.

Bernard Pease Pres.
Bernard Pease

GRANTEE:
Bear Paw Energy, LLC

Rick Srikijkarn
Rick Srikijkarn
Attorney-in-Fact

P:\Land Dept\JA\Grasslands ROW Agreements\Pease Ranch, Inc 05-04.doc

Right of Way Agreement
Between
Pease Ranch, Inc. and Bear Paw Energy, LLC.
dated ~~May~~ June 9, 2004
CBH

STATE OF MONTANA)
) ss.
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me by Benard Pease of Pease Ranch, Inc.
this 9th day of ~~May~~ June, 2004.
LBH

Witness my hand and official seal.

L. Brooke Henderson
Notary Public
My commission expires: April 26, 2008

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of July, 2004 by Rick Srikijkarn, Attorney-In-Fact of BEAR PAW ENERGY, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JANICE A. ALDSTADT
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires July. 28, 2005

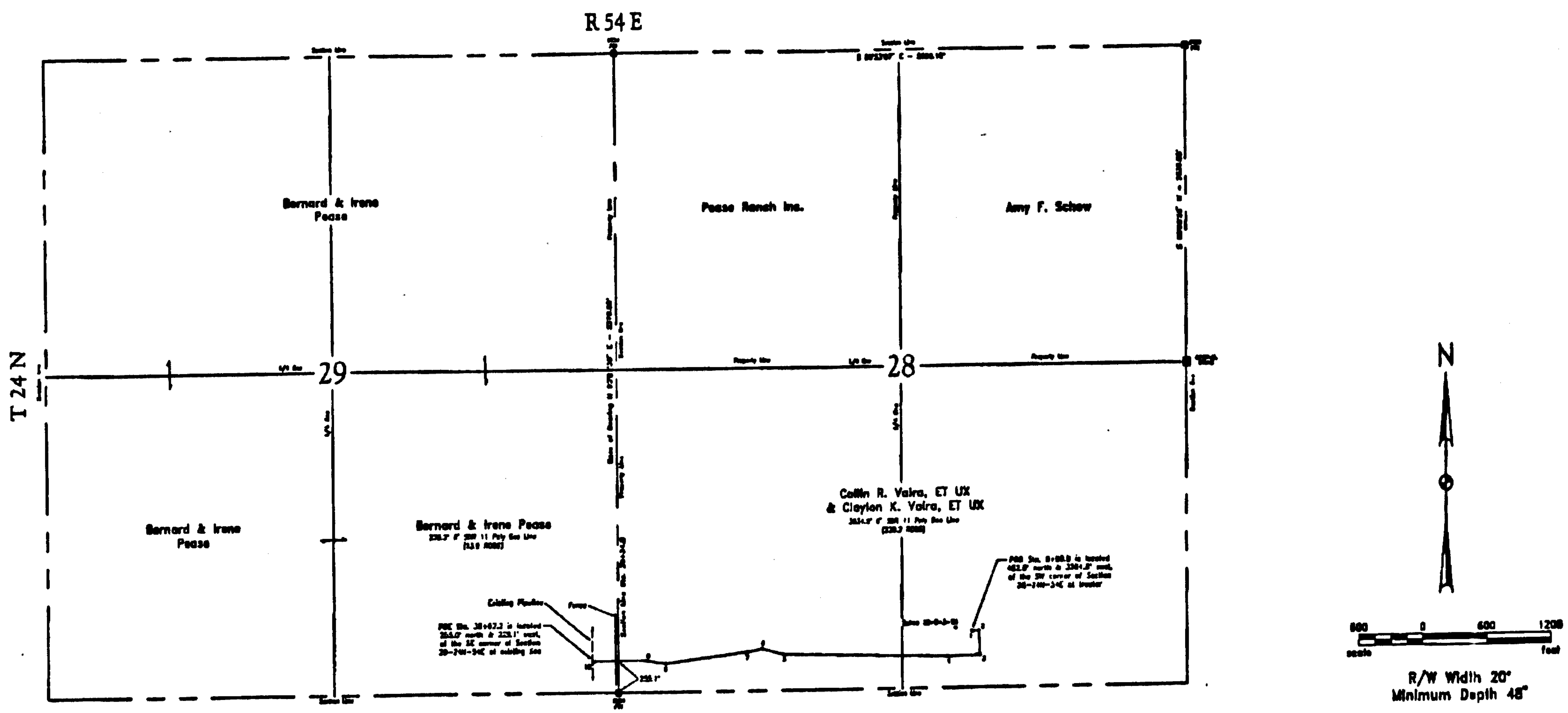
Janice A. Aldstadt
Notary Public
My commission expires: July 28, 2005

EXHIBIT "A"
To Right of Way Agreement dated June 9, 2004 between
Pease Ranch Inc., as Owner and Bear Paw Energy, LLC, as Grantee

Schow 28-0-3-1H

P.I.	STATION	DESCRIPTION
1	0+00.0	Begin line at treater
2	0+62.8	End location/ Begin grass
	36+34.0	N/S Section line
	36+57.5	N/S Fence crossing/ End grass/ Begin crop
10	38+62.2	End line at existing line

Principal Meridian Montana



R/W Width 20'
Minimum Depth 48"

TOTAL: Slope Distance

	SECTION 29	SECTION 28
2"		
3"		
4"		
6"	228.2' SDR 11 Poly Gas with wire	3634.0' SDR 11 Poly Gas with wire
8"		
10"		

Schow 28-0-3-1H

PI #	STATIONING	LATITUDE	LONGITUDE
1=POB	0+00.0	47°48'20.99" N	104°47'39.83" W
2	0+62.8	47°48'20.98" N	104°47'38.91" W
3	2+61.3	47°48'19.02" N	104°47'38.77" W
4	5+51.4	47°48'18.95" N	104°47'43.02" W
5	20+96.8	47°48'19.32" N	104°48'05.65" W
6	22+93.0	47°48'19.79" N	104°48'08.44" W
7	24+28.9	47°48'19.55" N	104°48'10.40" W
8	31+89.6	47°48'18.67" N	104°48'21.47" W
9	33+66.5	47°48'18.94" N	104°48'24.03" W
S.LINE	36+34.0		
10=POE	38+62.2	47°48'18.93" N	104°48'31.25" W

DIRECTION	DISTANCE
S89°17'03"E	62.0'
S02°40'10"E	198.5'
S88°38'35"W	290.1'
N88°36'50"W	1545.4'
N75°54'46"W	196.2'
S79°29'53"W	135.9'
S83°17'23"W	760.7'
N81°18'01"W	176.9'
S89°59'49"W	267.5'
S89°59'49"W	220.2'

MONTANA
BRYAN BEGGS
4215 E S
REGISTERED
PROF. ENGINEER & LAND SURVEYOR

Preliminary Pipeline Survey
Schow 28-0-3-1H

Kadrmas Lee & Jackson
Engineers, Surveyors and Planners

I, Bryan Beggs, a Professional Land Surveyor, Mont. #4215, do hereby certify that the survey plat shown hereon was made by me or under my direction, from notes made in the field and the same is true and correct to the best of my knowledge and belief. Field surveys performed by ... on April 26, 2004.

Bryan Beggs 4-30-04

Mont. No. 4215 ES	Date
Field Book: 0-22	
Drawn By: TLS	Date: 04/28/04
Surveyed By: AL	Date: 04/26/04
Project No. 8703211	Sheet 1 Of 1
J:\oilfield\Bear Paw\8703211\CADD\EP\8703211BAS01.dwg	

BEAR PAW ENERGY, Inc.

SECTION 28 & 29
T. 24 N.; R. 54 E
RICHLAND COUNTY, MONTANA

SCALE: 1" = 600'		DATE: 04/29/04
DRAWN BY: TLS		DRAWER:
TRACED BY:		NO:

Apr 28, 2004 - 3:02pm - J:\oilfield\Bear Paw\8703211\CADD\EP\8703211BAS01.dwg

2-9222

Electric Line Right-of-Way Easement

STATE OF Montana } SS.
COUNTY OF Richland }

This instrument was filed for record on the 2 day of Nov, 1962 at 4:47 o'clock P. M., and duly recorded in book E-77 Page 133 of the records of this office.

E. L. Kooker
Clerk & Recorder
By E. Cook

When Recorded Return to LOWER YELLOWSTONE REA
Sidney, Montana
Fee $2.00

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned J. O. LATKA (unmarried) (husband and wife), whose post office address is ENID MONTANA

for a good and valuable consideration, the receipt whereof is hereby acknowledged, for ourselves, our heirs, executors, administrators and assigns, do hereby grant unto the LOWER YELLOWSTONE RURAL ELECTRIC ASSOCIATION, INC., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Sidney, State of Montana, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Richland, State of Montana and more particulary described as follows:

S ½ of SE ¼ Sec 30 T24N R54E

and to construct, reconstruct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, and to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation, for electrification or telephone purposes.

It is intended that this easement shall apply to and cover any and all electrical transmission and/or distribution lines and appurtenances presently located upon said lands, or to be constructed thereon in the future. In the event that relocation of existing lines becomes necessary, the cooperative shall, before such relocation shall take place, secure the consent of the owner in regard to such relocation.

All of the facilities herein authorized to be constructed shall conform with the National Electric Safety Code.

The cooperative shall have the right to select the site, location, and line for the above authorized facilities subject to the following limitations:

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 30 day of Oct, 1962.

X J. O. Latka (L. S.)

(L. S.)

Signed, sealed and delivered in the presence of:

STATE OF Montana } SS.
County of Richland }

On this 30 day of Oct, 1962, before me, Ronald Gordon, a Notary Public in and for said County and State, personally appeared J. O. Latka known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Ronald Gordon

NOTARIAL SEAL
RONALD GORDON
NOTARIAL SEAL
STATE OF MONTANA

NOTARY PUBLIC for State of Montana
Residing at Sidney
My Commission Expires Nov 22 - 1963

RETURN TO:
O'TOOLE LAW FIRM
PO BOX 529
PLENTYWOOD, MT 59254

543936 BOOK: 330 MISC REC PAGE: 309 Pages: 1
STATE OF MONTANA RICHLAND COUNTY
RECORDED: 08/23/2007 11:22 KOI: NOTICE
PENNI D. LEWIS CLERK AND RECORDER
FEE: $7.00 BY: Renae Young
TO: TOBY PANASUK 482-4534,

NOTICE OF CLAIM OF PRESCRIPTIVE EASEMENT

PLEASE TAKE NOTICE that the undersigned, as owner of one-half of Section 24, Township 22 North, Range 53 East, Richland County, Montana, does hereby claim a right-of-way easement for purposes of ingress and egress over the following real property located within Richland County, Montana, to-wit:

TOWNSHIP 22 NORTH, RANGE 53 EAST
Sections 3, 10, 14, 15, 23, 25, and 26

This easement by prescription is in accordance with Title 70 of Montana Code Annotated. The undersigned has used the foregoing properties for ingress and egress to his property located within Section 24, Township 22 North, Range 53 East for a continuous and uninterrupted period in excess of five (5) years. This easement shall pass with the land in the event of a sale or transfer of same pursuant to M.C.A. 70-20-308.

DATED this 30 day of July, 2007.

TOBY PANASUK

STATE OF MONTANA)
: ss.
COUNTY OF Sheridan)

On this 30th day of July, 2007, before me, a Notary Public in and for said County and State, personally appeared TOBY PANASUK, known to me to be the person whose name is subscribed to the foregoing Easement and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

NOTARY PUBLIC, STATE OF MONTANA
Printed Name: _____
Residing at _____, Montana
My Commission Expires _____

(NOTARY SEAL)

DIXIE RAE REED NOTARY PUBLIC STATE OF MONTANA
Dixie Rae Reed
NOTARY PUBLIC for the
State of Montana
Residing at Plentywood, Montana
My Commission Expires
8/28/2010