GRANT OF ROAD EASEMENT

Pilch Ranch, LLC ("Grantor"), with an address of P.O Box 6587, Sheridan, Wyoming 82801, for and in consideration of the sum of One Hundred Dollars (\$100 00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to J.M. Huber Corporation ("Grantee"), with an address of 1050 17th Street, Suite 700, Denver, Colorado 80265, the exclusive right, privilege and easement to construct, maintain, repair, improve and use a road, and all necessary culverts and bridges, on, over, across and through a strip of land forty (40) feet in width across the following described lands ("Lands") in the County of Sheridan, State of Wyoming.

> Township 57, North, Range 83 West, 6th P M Section 10: SE/4SW/4 Section 15 NW/4NE/4 & NE/4NW/4

along the route described and depicted respectively in Exhibit A and Exhibit B attached hereto and made a part hereof (the "Easement") The Easement is limited to Grantee's, its successors', assigns' and licensees' use in connection with oil and gas exploration and production operations on the Lands and lands adjacent to or in the vicinity of the Lands.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, forever.

It is further agreed as follows.

- <u>Damages</u>. The consideration paid by Grantee and received by Grantor includes full and final payment for any and all damages to the Lands, growing crops, pasturage, timber, fences, buildings, or other improvements of Grantor resulting from the exercise of the rights herein granted during initial road construction Grantor waives the right to collect any further or additional damages in any way arising or resulting from the exercise of the rights herein granted during initial road construction. Grantee does agree, however, to pay for actual damages to growing crops, pasturage, timber, fences, buildings, or repair of the Easement or improvements thereon after its initial construction, except Grantee shall not be liable for damages resulting from keeping the right-of-way clear of trees, undergrowth, and brush to the extent Grantee deems necessary in the exercise of the rights herein granted
- Use of Easement. Grantor shall have the right to use and enjoy the Easement Lands, 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. Grantor shall not create or permit any obstruction, building, lake, engineering works, or other structure over or on the Easement.
- Subordination. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Lands and thereupon be subrogated to such lien and rights incident thereto
- Complete Agreement There are no other or different agreements or understandings between Grantor and Grantee or its agents, and Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as set forth herein.

This instrument and the rights, easements and agreements herein contained shall be covenants running with the land and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

Dated this 25th day of April, 2003.

GRANTOR

Pilch Ranch, LLC

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Joe A. Pılch, Attorney In Fact For

Marilyn Pılch Wolter