RECORDED JULY 1, 2003 BK 444 PG 642 NO 445822 AUDREY KOLTISKA, COUNTY CLERK

## GRANT OF SITE EASEMENT

This GRANT OF SITE EASEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Pilch Ranch, L.L.C. ("Grantor"), with an address of P. O. Box 6587, Sheridan, WY 82801 to J.M. Huber Corporation ("Grantee"), with an address of 1050 17th Street, Suite 700, Denver, CO 80265.

1. Grant of Easement. In consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a perpetual, right, privilege and easement to construct, install, inspect, replace, reconstruct, modify, operate, maintain, improve, repair or remove a communications tower, and appurtenances thereto ("Communications Tower") on the following described land located in Sheridan County, Wyoming and more fully described on the plat attached as Exhibit A to this Grant of Site Easement (the "Easement Property").

Township 57 North, Range 83 West, 6th P. M.

Section 5: SE/4NE/4

- 2. Right to Enter. Grantor further conveys to Grantee, its successors and assigns forever, the right of ingress and egress over and across the lands of Grantor to and from the Easement Property and the right to clear and keep cleared all trees, bushes, undergrowth and other similar obstructions as may be necessary for Grantee's use and enjoyment of the Easement Property for the purpose of constructing, installing, inspecting, replacing, reconstructing, modifying, operating, maintaining, relocating, repairing, or removing the Communications Tower.
- 3. Annual Payments. Grantee shall pay Grantor an annual payment based on a well payment as per Surface Use Agreement by and between Pilch Ranch, L.L.C. and J. M. Huber Corporation dated July 15, 1999 and terminating either upon permanent removal of the Communications Tower from the Easement Property by Grantee or written relinquishment by Grantee of the easement rights granted by this Grant of Site Easement.
- 4. <u>Damages</u>. The consideration paid by Grantee and received by Grantor includes full and final payment for any and all damages to the land, growing crops, pasturage, timber, fences, buildings, or other improvements of Grantor resulting from the exercise of the rights herein granted during initial installation of the Communications Tower. 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 installation. Grantee does agree, however, to pay for actual damages to growing crops, pasturage, timber, fences, buildings, or repair of the Easement Property or improvements thereon after its initial installation of the Communications Tower, except Grantee shall not be liable for damages resulting from keeping the Easement Property clear of trees, undergrowth, and brush to the extent Grantee deems necessary in the exercise of the rights herein granted.
- 5. <u>Use of Easement.</u> Grantor shall have the right to use and enjoy the Easement Property, 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.

- 6. Government Approvals. Grantor shall cooperate, at no expense to Grantor, with Grantee in its effort to obtain all certificates, licenses, and other approvals that may be required by any federal, state or local authority to construct or operate the Communications Tower.
- 7. <u>Subordination</u>. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Easement Property and thereupon be subrogated to such lien and rights incident thereto.
- 8. Grantor Representation. Grantor represents that it is the fee simple owner of the Easement Property subject only to those encumbrances, covenants, conditions and restrictions of record, and Grantor has the right and authority to grant this Grant of Site Easement.
- 9. <u>Binding Effect</u>. The rights, covenants, agreements and conditions in this Grant of Site Easement 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 the respective parties hereto.
  - 10. Assignment. The rights of the Grantee may be assigned in whole or in part.
- 11. 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 Grant of Site Easement has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as set forth herein.

Grantor executes this Grant of Site Easement as of the date set forth above.

GRANTOR: Pilch Ranch, LLC

By: <u>Edward S. Pu</u> Edward S. Pilch, Co-Manager

STATE OF WYOMING

COUNTY OF Sherilan) ss.

The foregoing instrument was acknowledged before me this 20 day of une, 2003, by Joe A. Pilch, & Edward 5. Pilch

Witness my hand and official seal.

My Commission Expires: June 2, 2007

Sanla Smith Notary Public

SANDRA J. SMITH NOTARY PUBLIC COUNTY OF SHERIDAN STATE OF WYOMING MY COMMISSION EXPIRES JUNE 2, 2007