GRANT OF PIPELINE EASEMENT

Pilch Ranch, LLC ("Grantor"), with an address of P.O. Box 6587, Sheridan, WY 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, replace, re-size, use and remove a pipeline or pipelines, and all appurtenant equipment and appliances, for the gathering and transportation of gas, oil, water or any other substances on, over, under, across and through a strip of land Thirty (30) feet in width (the "Easement") across the following described lands (the "Lands") in the County of Sheridan, State of Wyoming:

Township 57 North, Range 83 West

Section 10: E/2W/2

Grantee may rerecord this Grant of Pipeline Easement (the "Easement Grant") attaching a centerline description as Exhibit A and a plat as Exhibit B, which exhibits are incorporated herein by reference, to more specifically describe the location of the Easement.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, forever, together with the right of ingress to and egress from said Lands across the adjacent property of the Grantor, for the purpose of installing, constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing, using and removing the pipelines and appurtenant equipment and appliances of the Grantee.

It is further agreed as follows:

- 1. <u>Buried Pipelines</u>. All pipelines installed underground by Grantee shall, at the time of installation, be buried to such depth as will not interfere with ordinary cultivation, except that at the option of Grantee, such line or lines may be placed above the channel of any stream, ravine, ditch or other watercourse.
- 2. <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 pipeline installation or 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 pipeline installation or 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 pipeline installation or 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.
- Restoration of Surface. Grantee shall restore the surface to its original contour as nearly as
 practicable, the disturbance to which shall be occasioned by the installation, construction, maintenance or
 operation of Grantee's pipelines under and through the Lands.
- 4. <u>Use of Easement Lands</u>. 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.
 - Assignability. The rights of Grantee may be assigned in whole or in part. 6.
- Surface and Damage Agreement This Easement Grant is subject to the terms and provisions of a 7. Surface and Damage Agreement between Grantor and Grantee dated July 15, 1999 (the "Surface Agreement"). If there is any conflict between the terms of the Easement Grant and the Surface Agreement, the terms of the
- 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 Grantec or its agents or employees, except as set forth in the Easement Grant and the Surface Agreement.

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.

Surface Agreement shall control and not be deemed to have merged into the terms of the Easement Grant. Dated this $\frac{16}{2}$ day of $\frac{\alpha_{49}}{2}$, 2003. GRANTOR Pilch Ranch, LLC Joe An Pilch Joe K. Pilch, Attorney In Fact For Marilyn Pilch Wolter STATE OF WYOMING COUNTY OF Sheridan The foregoing instrument was acknowledged before me this 18^{TH} day of 0003, by Edward S. Alch and Joe A. Pich NOTARY PUBLIC AMY HANSEN Witness my hand and scal. COUNTY OF MY COMMISSION EXPIRES JUNE 17, 2007 My Commission expires: