

CORRECTED GRANT OF CORRIDOR EASEMENT**RECITALS**

A. On August 14, 2009, Titus R. Shelby and Emily F. Shelby ("Grantors") granted to J.M. Huber Corporation ("Grantee") a Grant of Corridor Easement covering the land described below on this page located in Section 11 of Township 57 North, Range 83 West, 6th P.M., Sheridan County, Wyoming. Attached as Exhibits A and B thereto were a centerline description and plat, both of which erroneously described the subject lands as being located in Section 11 of Township 56 North, Range 83 West, 6th P.M., Sheridan County, Wyoming. Such Grant of Corridor Easement was recorded with the Clerk of Sheridan County on September 9, 2009 at Book 508, Page 0796, 651103 Easement.

B. To correct the erroneous Exhibits A and B attached to the original Grant of Corridor Easement recorded on September 9, 2009, this Corrected Grant of Corridor Easement is hereby executed by Grantors and Grantee.

CORRECTED GRANT

NOW, THEREFORE, Grantors, with an address of 9255 North Avalanche Canyon Drive, Jackson, Wyoming 83001, 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, do hereby grant and convey to Grantee, with an address of 1050 17th Street, Suite 2250, Denver, Colorado 80265, the following non-exclusive rights, privileges and easements in connection with a one hundred sixty (160) foot strip of land and fifty (50) feet in width (the "Corridor") across the following described lands (the "Lands") of Grantors located in Sheridan County, Wyoming:

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

Section 11: A tract of land in the NE1/4SE1/4 beginning at the Southwest Corner of said NE1/4SE1/4 thence north, 120.9 feet; thence N88°59'17"E, 1347.5 feet to the East line of said NE1/4SE1/4; thence S0°31'W 161.9 feet to the Southeast corner of said NE1/4SE1/4; thence N89°15'W, 1325 feet to the point of beginning. Said tract contains 4.3 acres, more or less.

which Corridor Grantee may use for the following, all in connection with Grantee's oil and gas production and marketing activities on the lands as described in paragraph 10 below:

(a) **Roads.** Rights-of-way for the construction, maintenance, repair, improvements and use of a road or roads, and all necessary culverts and bridges on, over, across and through the Corridor.

(b) **Pipelines.** Rights-of-way for the installation, construction, inspection, maintenance, repair, improvements, replacement, enlargement and use of a pipeline or pipelines, and all appurtenant equipment (including, but not limited to, compression

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BOOK 509 PAGE 0714
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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

equipment) and appliances for the gathering or transporting of gas, oil, water or other substances on, over, under, across and through the Corridor.

(c) **Power or Electrical Lines.** Rights-of-way to install, construct, maintain, inspect, repair, improve, replace and use a power or electrical line or lines and all appurtenant equipment related thereto, on, over, above, under, across and through the Corridor.

Attached are a centerline description as Exhibit A and a plat as Exhibit B that more fully describe the Corridor, which Exhibits are incorporated herein by this reference. Exhibits A and B to the original Grant of Corridor Easement recorded on September 9, 2009, are hereby replaced with Exhibits A and B attached hereto.

TO HAVE AND TO HOLD the easements unto Grantee, its successors and assigns, for the term hereof, together with the right of ingress to and egress from said Lands across the adjacent property of the Grantors, for the purpose of constructing, installing, operating, inspecting, improving, repairing, maintaining, replacing, re-sizing or using the road(s) and pipeline(s), and power or electrical line(s), and appurtenant equipment and appliances of the Grantee.

It is further agreed as follows:

1. **Improvements.** Any improvements to the Corridor, other than those in place as of the date this Grant of Corridor Easement was executed, including any replacement of the original improvements, shall be placed below grade.

2. **Buried Pipelines.** All pipelines installed underground shall, at the time of installation or construction, 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 water course. Upon completion of its use of any pipeline subject hereto, Grantee may abandon the pipeline in place so long as the pipeline is prepared for abandonment in accordance with any then applicable laws or regulations.

3. **Buried Power or Electrical Lines.** All buried power or electrical lines installed by Grantee shall, at the time of construction, be buried to such depth as will not interfere with ordinary cultivation, exception that at the option of Grantee, such line or lines may be placed above the channel of any stream, ditch or other water course. Upon completion of its use of any buried power or electrical line subject hereto, Grantee may abandon the power or electrical line in place so long as such abandonment is performed in accordance with any then applicable laws or regulations.

4. **Damages.** The consideration paid by Grantee and received by Grantors includes full and final payment for any and all damages to the land, growing crops, pasturage, timber, fences, buildings, or other improvements of Grantors resulting from the exercise of the rights herein granted during initial construction or installation. Grantors waive 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 construction or installation. Grantee does agree, however, to pay for actual damages to Grantors' growing crops, pasturage, timber, fences, buildings, or

improvements thereon after their initial construction or installation; provided, however, Grantee shall not be liable for damages resulting from keeping the Corridor clear of trees, undergrowth, and brush to the extent Grantee deems necessary in the exercise of the rights herein granted.

5. **Restoration of Surface.** To the extent reasonably practicable, Grantee shall restore to the original contours the surface directly disturbed by the installation, construction, maintenance or operation of Grantee's road(s) and pipeline(s) and power or electrical line(s). Grantee shall re-seed areas directly disturbed by it with a seed mix appropriate for the Corridor. All reclamation shall be done within six (6) months after Grantee ceases to use the Corridor, season and weather conditions permitting.

6. **Use of Lands.** Grantors shall have the right to use and enjoy the 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 Corridor.

7. **Subrogation.** Grantee shall have the right to discharge or redeem for Grantors, in whole or in part, any mortgage, tax or other lien on the Lands wherein Grantor is in default and thereupon be subrogated to such lien and rights incident thereto.

8. **Assignability.** The rights of Grantee may be assigned in whole or in part in connection with any assignment of the leases referred to in paragraph 10 below insofar as such assignment relates to the northeast quarter of the northeast quarter of Section 14 of Township 57 North, Range 83 West, 6th P.M., Sheridan County, Wyoming.

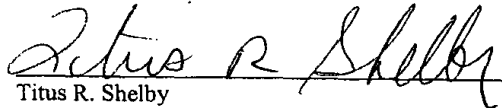
9. **Complete Agreement.** There are no other or different agreements or understandings between Grantors and Grantee or its agents, and Grantor, in executing and delivering this instrument, have not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as set forth herein.

10. **Term.** This Grant of Corridor Easement shall expire upon the termination of the oil and gas leases that have been communitized in connection with the Brinkerhoff-Federal 1MK-14-57-83 well (or any replacement or any alternative designation of this wellbore in the event it is deepened) located in the northeast quarter of the northeast quarter of Section 14 of Township 57 North, Range 83 West, 6th P.M., Sheridan County, Wyoming. Upon the expiration of this Grant of Corridor Easement, Grantee shall promptly execute and file with the Clerk of Sheridan County a release hereof.

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 Grantors and Grantee.

Dated this 22nd day of September, 2009, but effective as of July 1, 2007.

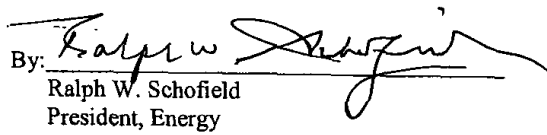
GRANTOR:


Titus R. Shelby


Emily F. Shelby

GRANTEE:

J.M. HUBER CORPORATION

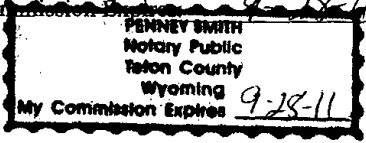
By: 
Ralph W. Schofield
President, Energy

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STATE OF WYOMING)
) ss.
 COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 22 day of September, 2009, by Titus R. Shelby and Emily F. Shelby.

Witness my hand and seal.

My Commission Expires: 9-28-11

Penney Smith
 Notary Public

STATE OF TEXAS)
) ss.
 COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 7th day of ~~September~~ ^{October}, 2009, by Ralph W. Schofield, the President, Energy, of J.M. Huber Corporation, a New Jersey corporation.

Witness my hand and seal.

My Commission Expires: 12/22/10



Catherine J. Zito
 Notary Public

EXHIBIT "A"

A fifty (50) foot wide easement twenty-five (25) feet each side of a centerline situated in the NE¼SE¼ of Section 11, Township 57 North, Range 83 West, of the 6th Principal Meridian, Sheridan County, Wyoming, as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the northwest corner of said Section 11 (monumented with an aluminum cap per LS 6594); thence S48°37'27"E, 6035.50 feet to the **POINT OF BEGINNING** of said centerline, said point lying on the north line of a tract described in Book 362 of Deeds, Page 304; thence S06°39'10"W, 41.22 feet, along said centerline to a point; thence S31°12'59"W, 116.46 feet, along said centerline to the **POINT OF TERMINUS** of said centerline, said point being lying on the south line of said NE¼SE¼ being S47°13'29"E, 6081.34 feet from said northwest corner of Section 11.

LENGTH=9.56 RODS MORE OR LESS.

Bearings are grid: grid north=geodetic north at longitude 106°51'17.337"W (NAD83).

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EXHIBIT "B"

