

GRANT OF PIPELINE EASEMENT

Alvin R. Dillman and Sandra L. Dillman, husband and wife ("Grantor"), with an address of 29 Taylor Road, 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 and use a pipeline or pipelines, and appurtenances thereto, on, over, under, across and through a strip of land 30 feet in width (the "Easement") across the following described lands ("Lands") in the County of Sheridan, State of Wyoming:

A tract of land located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 57 North, Range 83 West, 6th P.M. described as follows:

Beginning at the NE corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence S 0°30'24" W, 1194.28 feet to a point in the centerline of a County Road; thence along said County Road N 64°21'15" W, 298.87 feet; thence N 57°53'57" W, 746.03 feet; thence N 63°00'20" W, 143.35 feet to a point in the East right-of-way line of the B.N. Railroad to Decker, Montana; thence North along said right-of-way to a point which is located N 0°30'29" E, 497.3 feet and S 77°23'38" W, 787.7 feet from said NE corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, said point also being located in a County Road; thence along said County Road N 77°23'38" E, 787.10 feet to a point; thence leaving said County Road S 0°30'29" W, 497.3 feet to the point of beginning.

Grantee may rerecord this Grant of Pipeline Easement attaching a centerline description as Exhibit A and attaching a plat as Exhibit B (Exhibit A and Exhibit B incorporated herein by reference) to further describe this Grant of Pipeline 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 constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing or removing the pipelines and appurtenances of the Grantee.

It is further agreed as follows:

1. Buried Pipelines. All pipelines constructed by Grantee shall, at the time of 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.

2. Damages. 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 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 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 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.

3. 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 construction, maintenance or operation of Grantee's pipelines under and through the Lands.

4. 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.

5. 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.

6. Assignability. The rights of Grantee may be assigned in whole or in part.

7. 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 17 day of June, 2003.

GRANTOR

Alvin R. Dillman
Alvin R. Dillman

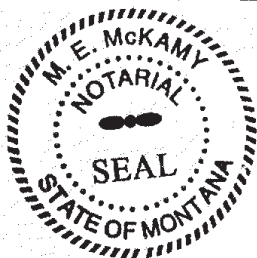
Sandra L. Dillman
Sandra L. Dillman

STATE OF WYOMING }
 } ss.
COUNTY OF SHERIDAN }

The foregoing instrument was acknowledged before me this 17 day of June, 2003, by Alvin R. Dillman and Sandra L. Dillman.

Witness my hand and seal.

My Commission expires: July 18, 2005



M. E. McKamy
Notary Public