482593 EASEMENT BOOK 455 PAGE 0305 RECORDED 07/28/2004 AT 02:15 PM AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Exhibit "B"

Attached to and made a part of that certain Irrigation and Settlement Agreement dated the day of the properties of the settlement Agreement dated the day of the properties of the settlement Agreement dated the day of the settlement dated the day of the day of the day of the settlement dated the day of the day of

as Prouded and July 15 2000 Surface and James agreement and other agreement between Granter and Grantes and Jor

Fred E. Trembath and Shirley A. Trembath ("Grantor"), with an address of 1198 Lower Prairie Dog 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 following exclusive rights, privileges and easements:

- (a) Pipelines. Rights-of-way for the installation, construction, maintenance, repair, improvement, replacement, enlargement, use and removal of 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 on the Lands (the "Pipeline Easement").
- (b) <u>Power Lines</u>. Rights-of-way for the installation, construction, maintenance, repair, improvement, replacement, enlargement, use and removal of power and electrical lines, and all appurtenant equipment and appliances, on, over, above, under, across and through a strip of land thirty(30) feet in width on the Lands (the "Power Line Easement").

The Pipeline Easement and Power Line Easement are collectively referred to as the "Easements." The Lands, located in Sheridan County, Wyoming, are described as follows:

SEE EXHIBIT "A" Attached

Grantee may rerecord this Grant of Easements (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 Easements.

TO HAVE AND TO HOLD the Easements 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, installing, operating, inspecting, repairing, maintaining, replacing, re-sizing or removing the pipelines, power lines and appurtenant equipment and appliances of the Grantee.

It is further agreed as follows:

1. <u>Buried Lines</u>. All pipelines, electrical or power lines 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.

- 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 construction or installation. 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 construction or installation. Grantee does agree, however, to pay for actual damages to growing crops, pasturage, timber, fences, buildings, or repair of the Easements or improvements thereon after their initial construction or installation, 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. <u>Restoration of Surface</u>. Grantee shall restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, installation, maintenance or operation of Grantee's pipelines and power lines 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 Easements.
- 5. <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 Lands and thereupon be subrogated to such lien and rights incident thereto.
 - 6. <u>Assignability</u>. The rights of Grantee may be assigned in whole or in part.
- 7. <u>Complete Agreement</u>. 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 /3 day of Lat , 2003.

GRANTOR

Fred E. Trembath

Shirley A. Trembath

STATE OF WYOMING)
COUNTY OF Sheridan)
The foregoing instrument was acknowledged before me this 13th day of <u>September</u> , 2003, by FRED E. TREMBATH and Shirley A. TREMBATH.
Witness my hand and seal.
My Commission expires: Yray 6.2006
PATRICIA A. SCHWERR - NOTARY PUBLIC County of States of Wyoming My Commission Expires May 6, 2006 PATRICIA A. SCHWERR - NOTARY PUBLIC Solution of States of Wyoming My Commission Expires May 6, 2006

EXHIBIT "A"

Re: PIPELINE AND POWERLINE EASEMENT
Fred E. and Shirley A. Trembath to J.M. HUBER CORP.

A Pipeline and Powerline Easement thirty (30) feet wide fifteen (15) feet each side of a centerline and twenty-five (25) feet wide, twelve and one half (12-1/2) feet each side of said centerline situated in the NW1/4NW1/4 and the S1/2NW1/4 of Section 36, Township 58 North, Range 83 West, 6th P.M., 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 west quarter corner of said Section 36; thence N87°47'44"W, 1321.29 feet to the **POINT OF BEGINNING** of said fifty foot wide easement; thence N50°00'00"W, 115.00 feet along said centerline to a point; thence N42°35'00"W, 1,319.51 feet along said centerline to the point of beginning of said twenty-five foot wide easement; thence N39°00'00"E, 38.66 feet along said centerline to a point; thence N18°00'00"E, 40.00 feet along said centerline to a point; thence N28°00'00"E, 75.00 feet along said centerline to a point; thence N32°00'00"E, 60.00 feet along said centerline to a point; thence N46°00'00"E, 70.00 feet along said centerline to a point; thence N41°00'00"E, 60.00 feet along said centerline to a point; thence N35°00'00"E, 45.00 feet along said centerline to a point; thence N59°00'00"E, 55.00 feet along said centerline to a point the **POINT OF TERMINUS** of said twenty-five foot wide easement, said point being N22°48'19"E, 1562.74 feet from said west quarter corner of Section 36.

Length=113.83 rods more or less.