CORRECTED GRANT OF PIPELINE EASEMENTS

Fred E. Trembath and Shirley A. Trembath ("Grantors"), with an address of 1198 Lower Prairie Dog Road, Sheridan, Wyoming 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, do hereby grant and convey to J.M. Huber Corporation ("Grantee"), with an address of 1050 17th Street, Suite 800, Denver, CO 80265, the exclusive right, privilege and easement to construct, maintain, repair, improve, replace, resize, use and remove a pipeline or pipelines, and all appurtenant equipment (including, but not limited to, compression equipment) and appliances, for the gathering and transportation of gas, oil, water or any other substances on, over, under, across and through two strips of land thirty (30) feet in width (the "Easements") across the lands (the "Lands") in the County of Sheridan, State of Wyoming, described on the attached Exhibit "A" and as further shown on the plat attached as Exhibit "B."

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 Grantors, 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 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 pipeline installation or construction. 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 pipeline installation or construction. 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 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.
- 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 installation, construction, maintenance or operation of Grantee's pipelines and all appurtenant equipment on, under and through the Lands.
- 4. <u>Use of Easement Lands</u>. 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. Grantors shall not create or permit any obstruction, building, lake, engineering works, or other structure over or on the Easements.
- 5. <u>Subrogation</u>. 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 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.

#677362.1 12/14/05 11:01 AM 7. <u>Complete Agreement</u>. This Corrected Grant of Pipeline Easements corrects the Easement description attached to that Grant of Pipeline Easement dated September 13, 2003, recorded on July 28, 2004 with the Sheridan County Clerk at Book 455, Page 0309, Document No. 482594. Further, this Corrected Grant of Pipeline Easements is subject to that certain Surface and Damage Agreement dated July 15, 2000, as amended, by and between Grantors and Grantees, and that certain Irrigation and Settlement Agreement dated September 12, 2003, by and between Grantors and Grantees.

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 respective heirs, executors, administrators, successors and assigns of Grantors and Grantee.

Dated this 15th day of December, 2005.

GRANTORS

Fred E. Trembath

Shirley a. Trenchatte

STATE OF WYOMING) ss.

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this <u>15</u> day of November, 2005, by Fred E. Trembath.

Witness my hand and seal.

My Commission expires: (2/07)

Danka J. Smith Notary Public

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

STATE OF WYOMING)) ss.
COUNTY OF SHERIDAN)
The foregoing instrum Shirley A. Trembath.	ent was acknowledged before me this 15 day of November, 2005, by
Witness my hand and s	seal.
My Commission expires: $6/2/07$	
	Sandra Janith
	Notary Public

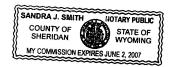


EXHIBIT "A"

Re: PIPELINE EASEMENTS

Fred E. and Shirley A. Trembath to J.M. Huber Corp.

A Pipeline Easement thirty (30) feet wide fifteen (15) feet each side of a centerline situated in Lot 2, Lot 3, E/2NE/4, N/2SE/4, NE/4SW/4, SE/4NW/4 of Section 31, Township 58 North, Range 82 West, the S/2NW/4, N/2SE/4, NE/4SW/4 and the SE/4NE/4 of Section 36, Township 58 North, Range 83 West, 6th P.M., Sheridan County, Wyoming, shown as EASEMENT NO. 1 on EXHIBIT "B" attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the northeast corner of said Section 36; thence S 51°17'31" W. 3,887.99 feet to the POINT OF BEGINNING; thence N 82°00'00" E, 20.00 feet along said centerline to a point; thence S 50°00'00" E, 215.00 feet along said centerline to a point; thence S 62°00'00" E, 75.00 feet along said centerline to a point; thence S 70°15'00" E, 390.00 feet along said centerline to a point; thence S 53°00'00" E, 65.00 feet along said centerline to a point; thence S 51°00'00" E, 140.00 feet along said centerline to a point; thence S 63°00'00" E, 45.00 feet along said centerline to a point; thence S 42°00'00" E, 95.00 feet along said centerline to a point; thence S 55°00'00" E, 145.00 feet along said centerline to a point; thence S 71°00'00" E, 200.00 feet along said centerline to a point; thence S 68°00'00" E, 105.00 feet along said centerline to a point; thence N 25°40'00" E, 410.00 feet along said centerline to a point; thence N 57°00'00" E, 115.00 feet along said centerline to a point; thence N 73°15'00" E, 639.84 feet along said centerline to a point; thence N 79°00'00" E, 180.00 feet along said centerline to a point; thence N 85°45'00" E, 670.00 feet along said centerline to a point; thence S 81°15'00" E, 620.00 feet along said centerline to a point; thence \$ 79°50'00" E, 1,725.00 feet along said centerline to a point; thence N 69°00'00" E, 210.00 feet along said centerline to a point; thence N 83°00'00" E, 170.00 feet along said centerline to a point; thence S 88°45'00" E, 1,320.00 feet along said centerline to a point; thence N 13°40'00" E, 650.00 feet along said centerline to a point; thence N 25°00'00" E, 315.00 feet along said centerline to a point; thence N 23°30'00" E, 415.00 feet along said centerline to a point; thence N 32°30'00" E, 1,095.00 feet along said centerline to a point; thence N 07°30'00" E, 501.12 feet along said centerline to a point the POINT OF TERMINUS. said point lying on the north line of said Section 31 and being N 89°24'24" W, 206.80 feet from the northeast corner of said Section 31.

Length = 638.24 rods more or less.

Also a Pipeline Easement thirty (30) feet wide fifteen (15) feet each side of a centerline situated in the SE/4NW/4 of Section 31, Township 58 North, Range 82 West, 6th P.M., Sheridan County, Wyoming, shown as **EASEMENT NO. 2** 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 Section 31; thence S 42°02'57" E, 3,720.33 feet to the **POINT OF BEGINNING**; thence N 40°35'00" W, 445.00 feet along said centerline to a point; thence N 33°00'00" W, 150.00 feet along said centerline to point; thence N 26°30'00" W, 1,055.12 feet along said centerline to a **POINT OF TERMINUS**, said point lying on the north line of said SE/4NW/4 and being said point being S 50°24'24" E, 2,134.63 feet from said northwest corner of Section 31.

Length = 100.01 rods more or less.

TOTAL LENGTH = 738.25 RODS MORE OR LESS.

Bearings are grid: Grid north = Geodetic north at Longitude 106°51'17.337" W (NAD83)

