

GRANT OF POWER LINE EASEMENT

Elmer Milton Mydland, A married man dealing in his sole and separate property ("Grantor") (4/5<sup>th</sup> interest), with an address of P.O. Box 666, Cheyenne, WY 82003 and Mervin Jordan Mydland, a/k/a Mervin J. Mydland, married man dealing in his sole and separate ("Owner") (1/5<sup>th</sup> interest), whose address is 9506 Branding Iron Drive, Cheyenne, WY 82009, hereinafter referred to as ("Grantor") 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 install, construct, maintain, repair, improve, replace, use and remove a power or electrical line or lines and all appurtenant equipment and appliances on, over, above, under, across and through a strip of land twenty (20) 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, 6<sup>th</sup> P.M.  
Section 17: N/2NW

Grantee may rerecord this Grant of Power Line 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 locate 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 power and electrical lines and appurtenant equipment and appliances the Grantee.

It is further agreed as follows:

1. Buried Electrical Lines. All buried electrical or power lines installed 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 power line 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 power line 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 power line 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 power lines under and through the Lands.
4. Use of Easement Lands. 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 5th day of January, 2004.

**GRANTOR**

Elmer Milton Mydland  
Elmer Milton Mydland

Mervin J. Mydland  
Mervin J. Mydland

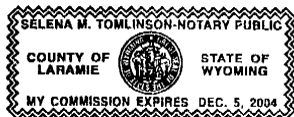
STATE OF WYOMING)

COUNTY OF Laramie ) ss.

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of January, 2004, by  
Elmer Milton Mydland

Witness my hand and seal.

My Commission expires: 12/05/04



Selena M. Tomlinson  
Notary Public

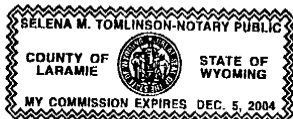
STATE OF WYOMING)

COUNTY OF Laramie ) ss.

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of January, 2004, by  
Mervin J. Mydland

Witness my hand and seal.

My Commission expires: 12/05/04



Selena M. Tomlinson  
Notary Public