

### GRANT OF ROAD EASEMENT

Stella M. Barker and Mary V. Hutton, married women dealing in their sole and separate property ("Grantors"), with a mailing address of P.O. Box 4007, 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, Colorado 80265, the non-exclusive right, privilege and easement to construct, maintain, repair, improve and use a road, and all necessary culverts and bridges, on, over, across and through a strip of land thirty (30) feet in width (the "Easement") across the following described lands (the "Lands") in the County of Sheridan, State of Wyoming:

**Township 56 North, Range 83 West, 6th P.M.**

Section 18: E/2SW/4, NW/4/SE/4, the South 550 feet of the SE/4NW/4 and the South 550 feet of the S/2NE/4 and that part of the S/2SE/4 and NE/4SE/4 lying West of the Railroad Right-of-Way

Section 19: That certain tract of land being more fully described in that particular Warranty Deed from Margaret Alice Hammond, a widow, to Bertha M. Scrutchfield, dated January 10, 1945, recorded January 18, 1945, in Book 58 at page 110, of the records of the Sheridan County Clerk, LESS AND EXCEPT that certain tract more fully described in that particular Warranty Deed from Bertha M. Scrutchfield, a widow, to the NX Bar Ranch, Inc., dated June 6, 1978, recorded June 14, 1978, in Book 231 at page 94 of the records of the Sheridan County Clerk, Sheridan County, Wyoming

**Township 56 North, Range 84 West, 6th P.M.**

Section 13: S/2NW/4 & S/2

Section 14: SE/4SE/4

Section 24: NW/4 & NW/4SW/4

along the route described and depicted respectively in Exhibit A (Description of Centerline) and Exhibit B (Plat of Right-of-Way) attached hereto and made a part of this Grant of Road Easement (the "Easement Grant"). The Easement is limited to Grantee's, its successors', assigns' and licensees' use in connection with oil and gas exploration and production operations on the Lands and lands adjacent to or in the vicinity of the Lands owned by third parties.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, for the term hereof.

It is further agreed as follows:

1. **Damages.** Upon the execution of this Easement, Grantee shall pay Grantors Ten Thousand Dollars (\$10,000.00) in consideration for Grantees' use of this Easement for the period prior to the date hereof. On each anniversary of the date of this Grant of Road Easement until it

expires pursuant to paragraph 7 below, Grantee shall pay Grantors Ten Thousand Dollars (\$10,000.00). The consideration paid by Grantee and received by Grantors includes full and final payment for any and all damages to the lands, growing crops, pasturage, timber, fences, buildings, or other improvements of Grantor resulting from the exercise of the rights herein granted during initial road 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 road construction. Grantee does agree, however, to pay for actual damages it causes to Grantors' growing crops, pasturage, timber, fences, buildings or improvements thereon caused by Grantee after its initial construction of the road; provided, however, 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.

2. **Use of Easement Lands.** Grantors 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. Grantors shall not create or permit any obstruction, building, lake, engineering works, or other structure over or on the Easement.

3. **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. Grantee shall re-seed areas directly disturbed by it with a seed mix appropriate for the Easement. All reclamation shall be done within six (6) months after Grantee ceases to use the Easement, season and weather conditions permitting.

4. **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 and thereupon be subrogated to such lien and rights incident thereto.

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

6. **Complete Agreement.** There are no other or different agreements or understandings between Grantors and Grantee or its agents, and Grantors, 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.

7. **Term.** This Grant of Road Easement shall expire when the reclamation of the Easement is completed in accordance with paragraph 3 above. Upon the expiration of this Grant of Road 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 10 day of ~~December, 2006~~ <sup>January, 2007</sup>

GRANTOR

Stella M. Barker  
Stella M. Barker

GRANTOR

Mary V. Hutton  
Mary V. Hutton

GRANTEE

J.M. HUBER CORPORATION

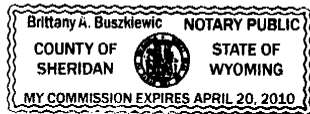
By: Jeffrey J. Elena  
Jeffrey J. Elena  
Chief Financial Officer - Natural  
Resources/Technology Based Service

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SHERIDAN )

~~2007~~ The foregoing instrument was acknowledged before me this 10 day of ~~December~~ <sup>January</sup>,  
~~2006~~, by Stella M. Barker.

Witness my hand and seal.

My Commission expires: 04/20/2010



Brittany A. Buszkiewicz  
 Notary Public

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SHERIDAN )

~~2007~~ The foregoing instrument was acknowledged before me this 10 day of ~~December~~ <sup>January</sup>,  
~~2006~~, by Mary V. Hutton.

Witness my hand and seal.

My Commission expires: 04/20/2010



Brittany A. Buszkiewicz  
 Notary Public

STATE OF COLORADO )  
 ) ss.  
 CITY AND COUNTY OF DENVER)

~~2007~~ The foregoing instrument was acknowledged before me this 1/14 day of ~~December~~ <sup>January</sup>,  
~~2006~~, by Jeffrey J. Ellena, Chief Financial Officer - Natural Resources/Technology Based  
 Service of J.M. Huber Corporation, a New Jersey corporation.

Witness my hand and seal.

My Commission expires: 10/28/08



Shelli Atkins  
 Notary Public  
 My Commission Expires 10/28/2008

## EXHIBIT "A"

A thirty (30) foot wide roadway easement fifteen (15) feet each side of a centerline situated in Lot 1 and Lot 2, of Section 19, Township 56 North, Range 83 West, the E1/2SE1/4 of Section 13 and the NE1/4NE1/4 of Section 24, and, Township 56 North, Range 84 West of the 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming, as 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 24 (monumented with an aluminum cap per LS 6594); thence S36°25'37"E, 2030.26 feet to the **POINT OF BEGINNING** of said centerline, said point lying in the right of way of State Highway; thence N55°39'26"W, 285.87 feet, along said centerline to a point; thence N50°32'38"W, 554.69 feet, along said centerline to a point; thence N59°25'32"W, 197.29 feet, along said centerline to a point; thence N47°33'37"W, 219.53 feet, along said centerline to a point; thence N53°13'27"W, 275.97 feet, along said centerline to a point; thence N27°16'59"W, 80.88 feet, along said centerline to a point; thence N16°33'16"W, 238.12 feet, along said centerline to a point; thence along said centerline through a curve to the right having a radius of 190.99 feet, a delta of 50°36'19", an arc length of 168.69 feet, a chord bearing of N08°44'54"E and a chord length of 163.26 feet to a point; thence N34°03'03"E, 102.76 feet, along said centerline to a point; thence along said centerline through a curve to the left having a radius of 143.24 feet, a delta of 60°50'27", an arc length of 152.10 feet, a chord bearing of N03°37'49"E and a chord length of 145.06 feet to a point; thence N26°47'24"W, 277.99 feet, along said centerline to a point; thence N26°29'58"W, 346.78 feet, along said centerline to a point; thence N38°06'03"W, 415.96 feet, along said centerline to a point; thence N26°25'42"W, 348.82 feet, along said centerline to a point; thence along said centerline through a curve to the right having a radius of 358.10 feet, a delta of 56°36'09", an arc length of 353.77 feet, a chord bearing of N01°52'22"E and a chord length of 339.56 feet to a point; thence N30°10'27"E, 311.12 feet, along said centerline to a point; thence along said centerline through a curve to the right having a radius of 190.99 feet, a delta of 66°20'30", an arc length of 221.14 feet, a chord bearing of N63°20'42"E and a chord length of 209.00 feet to a point; thence S83°29'03"E, 363.25 feet, along said centerline to the **POINT OF TERMINUS** of said centerline, said point being lying on the east line of said Section 13 and being N00°03'22"W, 1844.36 feet from said northwest corner of Section 19.

LENGTH=297.88 RODS MORE OR LESS.

Also a thirty (30) foot wide roadway easement fifteen (15) feet each side of a centerline the N1/2N1/2 of Section 24, Township 56 North, Range 84 West of the 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming, as 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 northeast corner of said Section 24 (monumented with an aluminum cap per LS 6594); thence S01°57'20"W, 683.87 feet to the **POINT OF BEGINNING** of said centerline; thence N60°30'55"W, 328.09 feet, along said centerline to a point; thence N53°35'54"W, 416.19 feet, along said centerline to a point; thence along said centerline through a curve to the left having a radius of 286.48 feet, a delta of 40°06'50", an arc length of 200.57 feet, a chord bearing of N73°39'19"W and a chord length of 196.50 feet to a point; thence S86°17'17"W, 295.44 feet, along said centerline to a point; thence S84°01'23"W, 285.71 feet, along said centerline to a point; thence N82°34'50"W, 207.18 feet, along said centerline to a point; thence S85°40'23"W, 102.33 feet, along said centerline to a point; thence S82°15'11"W, 137.49 feet, along said centerline to a point; thence N83°57'30"W, 275.27 feet, along said centerline to a point; thence N79°11'16"W, 181.39 feet, along said centerline to a point; thence N81°59'44"W, 382.06 feet, along said centerline to a point; thence S77°24'46"W, 260.50 feet, along said centerline to a point; thence along said centerline through a curve to the left having a radius of 190.99 feet, a delta of 45°54'54", an arc length of 153.05 feet, a chord bearing of S54°27'19"W and a chord length of 148.99 feet to a point; thence S31°29'53"W, 197.37 feet, along said centerline to a point; thence S39°10'26"W, 292.30 feet, along said centerline to a point; thence S49°38'20"W, 142.95 feet, along said centerline to a point; thence S35°47'12"W, 492.26 feet, along said centerline to a point; thence along said centerline through a curve to the

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right having a radius of 95.49 feet, a delta of  $79^{\circ}35'13''$ , an arc length of 132.64 feet, a chord bearing of  $S75^{\circ}34'48''W$  and a chord length of 122.23 feet to a point ; thence  $N64^{\circ}37'35''W$ , 121.46 feet, along said centerline to the **POINT OF TERMINUS** of said centerline, said point being  $S73^{\circ}43'13''W$ , 4139.53 feet from said northeast corner of Section 24.

LENGTH=279.05 RODS MORE OR LESS.

**TOTAL LENGTH=576.93 RODS MORE OR LESS.**

Bearings are grid: grid north=geodetic north at longitude  $106^{\circ}51'17.337''W$  (NAD83).

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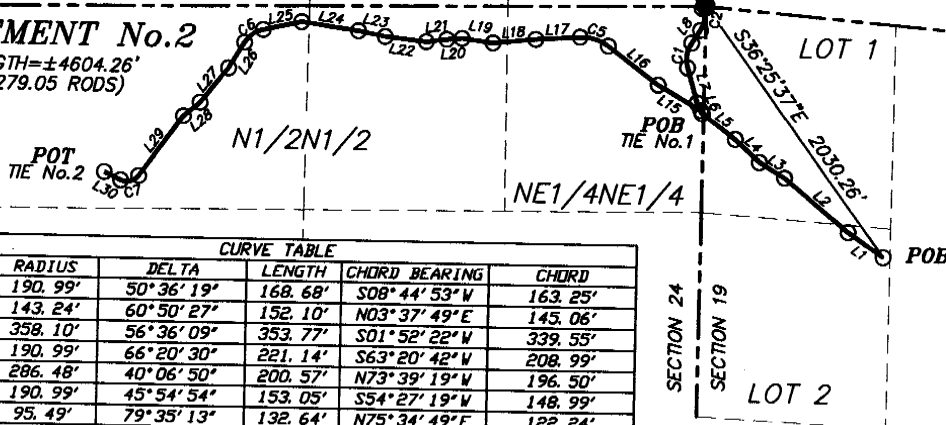
# EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N55°39'26"W	285.87'
L2	N50°32'38"W	554.69'
L3	N59°25'32"W	197.29'
L4	N47°33'37"W	219.53'
L5	N53°13'27"W	275.97'
L6	N27°16'59"W	80.88'
L7	N16°33'16"W	238.12'
L8	N34°03'03"E	102.76'
L9	N26°47'24"W	277.99'
L10	N26°29'58"W	346.78'
L11	N38°06'03"W	415.96'
L12	N26°25'42"W	348.82'
L13	N30°10'27"E	311.12'
L14	S83°29'03"E	363.25'
L15	N60°30'55"W	328.09'
L16	N53°35'54"W	416.19'
L17	S86°17'17"W	295.44'
L18	S84°01'23"W	285.71'
L19	N82°34'50"W	207.18'
L20	S85°40'23"W	102.33'
L21	S82°15'11"W	137.49'
L22	N83°57'30"W	275.27'
L23	N79°11'16"W	181.39'
L24	N81°59'44"W	382.06'
L25	S77°24'46"W	260.50'
L26	S31°29'53"W	197.37'
L27	S39°10'26"W	292.30'
L28	S49°38'20"W	142.95'
L29	S35°47'12"W	492.26'
L30	N64°37'35"W	121.46'

TIE FROM NE CORNER SECTION 24		
LINE	BEARING	DISTANCE
TIE No. 1	S01°57'20"W	683.87'
TIE No. 2	S73°43'13"W	4139.53'

## EASEMENT No.2

LENGTH=±4604.26'  
(±279.05 RODS)



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	190.99'	50°36'19"	168.68'	S08°44'53"W
C2	143.24'	60°50'27"	152.10'	N03°37'49"E
C3	358.10'	56°36'09"	353.77'	S01°52'22"W
C4	190.99'	66°20'30"	221.14'	S63°20'42"W
C5	286.48'	40°06'50"	200.57'	N73°39'19"W
C6	190.99'	45°54'54"	153.05'	S54°27'19"W
C7	95.49'	79°35'13"	132.64'	N75°34'49"E

## BASIS TABLE

BEARINGS ARE GRID: GRID NORTH=GEODETIC  
NORTH AT LONGITUDE 106°51'17.337"W(NAD83)  
DISTANCES ARE SURFACE.

## LEGEND

- PL, POB, POT PIPELINE EASEMENT
- ALUMINUM CAP PER LS 8594
- ALUMINUM CAP PER LS5369
- SECTION LINE
- INTERIOR SECTION LINE
- 30' WIDE ROADWAY EASEMENT
- CL DESIGN LOCATION PER J.M. HUBER CORP.
- RIGHT OF WAY LINE

TOTAL LENGTH=±576.93 RODS

## EXHIBIT "B"

FOR

### 30' WIDE ROADWAY EASEMENT

RE: STELLA M. BARKER AND MARY V. HUTTON TO J.M. HUBER CORP.  
LOCATION: LOTS 1 & 2, SEC. 19, T56N, R83W, E1/2SE1/4,  
SEC. 13, N1/2N1/2, SEC. 24, T56N, R84W,  
6TH P.M., SHERIDAN COUNTY, WYOMING

**RESTFELDT**  
SURVEYING

PO BOX 3082  
SHERIDAN, WY 82801  
307-672-7415  
FAX 674-5000

JN: 99002  
DF: HUBER\588318 ROADWAY  
DECEMBER, 2006

