

RECORDED NOVEMBER 17, 1986 BK 306 PG 581 NO. 971518 MARGARET LEWIS, COUNTY CLERK

ROADWAY EASEMENT

Clarence Bulkley, W. W. Ritchie, and J. E. Arata, hereafter known as BAR Partnership, of 2423 Passaic Road, Leiter, Wyoming, 82837, and DYCO PETROLEUM CORPORATION of 11166 Huron, Suite 26, Northglenn, Colorado 80234, do hereby enter into the following agreement and contract for the purpose of permitting DYCO PETROLEUM CORPORATION, and its agents, servants, and employees, to have a means of ingress and egress over certain lands, hereinafter designated, of BAR Partnership.

BAR does hereby contract and agree with DYCO PETROLEUM CORPORATION for a Roadway Easement across the lands of BAR beginning at a point 900 feet North of the SW corner of Section 35, Township 58 North, Range 77 West, thence Eastward to the East line of Section 35, thence Northward and Westward terminating at the approximate center of the E $\frac{1}{4}$ of Section 26, Township 58 North, Range 77 West, all being in Sheridan County, Wyoming.

DYCO PETROLEUM CORPORATION, its agents and employees, shall have the full and free right and privilege to travel upon, pass and repass along, and use said road in any lawful manner, including the transportation of persons, materials, supplies and commodities for access to and from present well-site location listed: Dyco petroleum Corporation Goodstein Federal #1, and Cress Federal #1. It is understood, however, that the rights herein granted to DYCO PETROLEUM CORPORATION shall remain in effect from 10-1-1986 until October 1, 1991. In the event DYCO PETROLEUM CORPORATION plans further exploration and drilling operations utilizing above mentioned access route, further negotiations will be entered into prior to proposed drilling activities.

DYCO PETROLEUM CORPORATION in return for said easement for roadway across the lands as herein indicated, agrees to pay to Clarence Bulkley, BAR Partnership, at 2423 Passaic Road, Leiter, Wyoming 82837, the following consideration and annual rental: the sum of One Thousand Eight Hundred Dollars (\$1,800.00) commencing October 1, 1986, payable annually each year and every year thereafter so long as this agreement remains in effect, beginning October 1, 1986.

DYCO PETROLEUM CORPORATION is granted the right and option to terminate this agreement at any time by giving BAR Partnership thirty (30) days written notice of its intention to terminate this agreement and a release of this agreement will be filed with the County Clerk of Sheridan County, Wyoming, with a copy delivered to Clarence Bulkley, BAR Partnership, or successors.

DYCO PETROLEUM CORPORATION will maintain said roadway in such a manner that it will not harm or effect the ranch or lands of BAR Partnership and that said DYCO PETROLEUM CORPORATION will repair at its cost any damages done to the roadway and adjacent land of BAR Partnership as a result of its maintaining of said roadway across said lands. DYCO PETROLEUM CORPORATION will pay fair market value for any livestock loss due to negligence of DYCO PETROLEUM CORPORATION, its agents, servants or employees.

Bar Partnership shall not allow firearms of any kind by agents, servants, or employees of DYCO PETROLEUM CORPORATION on said lands as stated above. In the event that DYCO PETROLEUM CORPORATION, its servants, agents, or employees are caught with firearms, it will be cause to terminate this contract and it will be renegotiated.

The Parties hereto further agree that upon the termination of this Agreement, the easement shall revert to Bar Partnership, and DYCO PETROLEUM CORPORATION shall not claim any right, title, or interest in and to the lands or the roadway on the land of BAR Partnership. DYCO PETROLEUM CORPORATION agrees to execute and deliver a release of this agreement in order that the same may be recorded in the office of the County Clerk of Sheridan County, Wyoming.

The terms and provisions hereof shall constitute covenants running with the land, shall be binding upon the heirs, executors, administrators, successors and assigns of BAR Partnership, and shall inure to the benefit of DYCO PETROLEUM CORPORATION. It is understood that the rights granted unto DYCO PETROLEUM CORPORATION, its agents and employees shall not be transferred or assigned to any third party or parties without the prior written consent of BAR Partnership, or their successor in interest.

EXECUTED this 20th day of October, 1986.

BAR PARTNERSHIP

by Clarence Bulkley
Clarence Bulkley

DYCO PETROLEUM CORPORATION

Carroll T. Rouse
Carroll T. Rouse, Vice President

Attest:
Annette Bak
Annette Bak, Asst. Secy.

STATE OF WYOMING)
COUNTY OF Sheridan) ss

The foregoing interest was acknowledged before me by Clarence Bulkley as CO-OWNER of BAR Partnership this 14th day of November 1986.

Witness my hand and official seal.

Lorraine C. Bulkley
Notary Public

My commission expires:
Sept. 23, 1990

STATE OF COLORADO)
COUNTY OF DENVER) ss

The foregoing instrument was acknowledged before me by Carroll T. Rouse, as Vice President of DYCO PETROLEUM CORPORATION this 20th day of October, 1986.

Witness my hand and official seal.

Annette Bak
Notary Public

My commission expires:
12/21/86