

ROADWAY EASEMENT

406

RECORDED OCTOBER 3, 1978 BK 234 PG 406 NO 748193 MARGARET LEWIS, COUNTY CLERK

Coyne Tibbets, Clearmont, Wyoming 82835, and Dyco Petroleum Corporation, 420 NBT Building, 320 South Boston, Tulsa, Oklahoma 74103, do hereby enter into the following agreement and contract for the purpose of permitting Dyco Petroleum Corporation, and its successors, assigns, agents, servants and employees, to have a means of ingress and egress over certain lands, hereinafter designated, of Coyne Tibbets:

Coyne Tibbets does hereby contract and agree with Dyco Petroleum Corporation for a Roadway Easement across the lands of Coyne Tibbets beginning at a point 1500 feet from the East Line and 450 feet from the South Line of Section 30, Township 58 North, Range 77 West, thence Northeast and Southeast for 1.1 miles to the center of the South line of Section 29, Township 58 North, Range 77 West, Sheridan County, Wyoming.

Dyco Petroleum Corporation, its successors, assigns, 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. It is understood, however, that the rights herein granted to Dyco Petroleum Corporation shall remain in effect so long as the said easement is used by Dyco Petroleum Corporation in connection with exploring and operating for and producing oil and gas on or from its leasehold estate situated within Township 58 North, Ranges 76 and 77 West, Sheridan County, Wyoming.

Dyco Petroleum Corporation in return for said easement or private roadway across the lands as herein indicated, agrees to pay to Coyne Tibbets at Clearmont, Wyoming 82835, the following consideration and annual rental: The sum of Four Hundred Dollars (\$400.00) for the first year, receipt of which is hereby acknowledged, and Four Hundred Dollars (\$400.00) per year for each and every year thereafter so long as this agreement remains in effect. Said annual payment to be paid on or before the first day of each yearly period this agreement remains in effect, beginning on the second year of this agreement.

Dyco Petroleum Corporation is granted the right and option to terminate this agreement at any time by giving Coyne Tibbets thirty (30) days written notice of its intention to terminate this agreement.

In the event Dyco Petroleum Corporation should fail to pay any such sum, or part thereof, when due, according to the foregoing provisions hereof, Dyco Petroleum Corporation shall not be considered in default for such failure until Coyne Tibbets shall have first given Dyco Petroleum Corporation written notice of the non-payment, and Dyco Petroleum Corporation shall have failed for a period of twenty (20) days after receipt of such notice to make payment.

Dyco Petroleum Corporation will maintain said roadway in such a manner that it will not harm or effect the ranch or lands of Coyne Tibbets and that said Dyco Petroleum Corporation will repair at its cost any damages done to the adjacent land of Coyne Tibbets as a result of its maintaining of said roadway across said land.

Parties hereto further agree that when the use of said roadway is abandoned by Dyco Petroleum Corporation, the easement shall revert to Coyne Tibbets and Dyco Petroleum Corporation shall not claim any right, title or interest in and to the lands or the roadway on the land of Coyne Tibbets. 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 Coyn Tibbets, and shall inure to the benefit of the successors and assigns of Dyco Petroleum Corporation.

IN WITNESS WHEREOF, this instrument is duly signed and sealed by the parties hereto, this 17th day of August, 1978.

Coyn C. Tibbets
COYN TIBBETS

DYCO PETROLEUM CORPORATION

By: R. H. Johnson
R. H. Johnson, Vice President

ATTEST:
By: R. O. Grubb
R. O. Grubb, Assistant Secretary

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of August, 1978, personally appeared COYN TIBBETS, personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed by official seal the day and year first above written.

My Commission Expires:

My Commission Expires March 2, 1982

Jack S. Wiley
Notary Public

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 17th day of August, 1978, personally appeared R. H. Johnson, personally known to me to be the identical person who executed the within and foregoing instrument as Vice President of Dyco Petroleum Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Dyco Petroleum Corporation, a corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:

9/25/79

Susan Schmitt
Notary Public