

RECORDED OCTOBER 17, 1984 BK 289 PG 5 NO. 914055 MARGARET LEWIS, COUNTY CLERK

ROADWAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT Marie P. Tibbets, individually and as Attorney in Fact for Coyne C. Tibbets, 745 W. Loucks, Sheridan, WY 82801, hereinafter designated "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid by ENSTAR Petroleum Company, a Division of ENSTAR Corporation, Suite 2040, 1125 - 17th Street, Denver, CO 80202, hereinafter designated "Grantee", receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, an easement for roadway purposes over, upon, in and across all of the following described land and premises situate in the County of Sheridan, State of Wyoming, to wit:

A strip of land two rods wide (33') across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 30, S $\frac{1}{2}$ Section 29 and N $\frac{1}{2}$ Section 32, T.58N., R77W.

together with the right, power and privilege of maintaining, repairing improving and using said road, upon and across the above-described land, for the purpose of gaining access to the ENSTAR - McCormick Federal #14-30 well located in Lot 14, 2150' FNL and 3800 FEL of Section 30, Township 58 North, Range 76 West.

GRANTEE, its successors, assigns, servants, agents, employees, licensees and invitees, shall have the 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 Grantor shall the right to use or cross said road at such times and in such manner as may be necessary.

THIS GRANT shall remain in effect so long as oil or gas operations are continuously conducted by Grantee, its successors or assigns. Grantee retains the right and option to terminate this Grant effective September 1, 1985, or on any subsequent anniversary date hereof, by giving the Grantor written notice of such termination not less than thirty (30) days prior to said anniversary date. As full consideration for all rights, privileges, powers, benefits and options granted to Grantee hereunder, Grantee shall pay to Grantor, in advance, on or before the first day of each yearly

period this Grant remains in force, the sum of One Thousand Two Hundred Forty Eight and no/100ths Dollars (\$1,248.00) until September 1, 1989. Compensation will be renegotiated every five years after that date.

PROVIDED, however, that in the event Grantee should fail to pay the annual sum, or part thereof when due according to the foregoing provisions hereof, Grantee shall not be considered in default for such failure until Grantor shall have first given Grantee written notice of the non-payment and Grantee shall have failed for a period of twenty (20) days after receipt of such notice to make payment. Payments shall be mailed to Grantor at the address written above. Or, at Grantee's option, any payment to Grantor hereunder may be made by Grantee's check or draft payable to the Bank of Commerce of Sheridan, Wyoming, or its successors, and deposited therein to Grantor's credit, and any payment so made shall operate in all respects as if made to Grantor.

THE TERMS and provisions hereof shall constitute covenants running with the land, shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor, and shall inure to the benefit of the successors and assigns of Grantee.

IN WITNESS WHEREOF, this instrument is duly signed and sealed this 4th day of September, 1984.

By Marie P. Tibbets
Marie P. Tibbets
individually and as
Attorney in Fact for
Coyne C. Tibbets

Coyne C. Tibbets by
Marie P. Tibbets atty. in fact

STATE OF WYOMING)
COUNTY OF SHERIDAN)

On this 13 day of September, 1984, Marie P. Tibbets, individually and as Attorney in Fact for Coyne C. Tibbets, personally appeared before me and duly acknowledged to me that she executed the above instrument.

WITNESS my hand and seal.

My commission expires May 29, 1985

