

ROADWAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT KENDRICK CATTLE COMPANY, P. O. BOX 801, 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 witt:

Township 58 North, Range 77 West
Section 30: SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33: -----
Section 26: TR 45
Section 25: -----
Township 58 North, Range 76 West
Section 31: TR 45, 43, 42

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 full, 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 Grantor shall the right to use or cross said road at such times and in such manner as may be necessary.

THE COST of moving in and out to the site, assuming the test is plugged and abandoned, will be a one fee payable by the Draft enclosed with delivery for execution of this Agreement. If the well is completed as a producer, there will be an additional annual fee, paid by the date production first commences and every twelve months thereafter, of \$3,150.00 escalated by the Consumer Price Index, the base December 1984.

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 upon termination of the proposed well as a dry hole, or if a producer, on any subsequent anniversary date that the annual fee is due, by giving the Grantor written notice of such termination not less than thirty (30) days prior to said anniversary 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.

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.

KENDRICK CATTLE COMPANY

By *Paul M. Hoff, Jr.*
General Partner

STATE OF COLORADO)
COUNTY OF DENVER)

On this 6th day of September, 1984, Paul M. Hoff, Jr., General Partner, personally appeared before me and duly acknowledged to me that he executed the above instrument.

WITNESS my hand and seal.

Dale Weese
Notary Public

My commission expires 6/30/85.

