RECORDED OCTOBER 28, 1986 BK 306 PG 337 NO. 970300 MARGARET LEWIS, COUNTY CLERK

## ROADWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, MARIE P. TIBBETS, as an individual, and as Executor of the Estate of Coyne C. Tibbets, Deceased, whose address is 745 West Loucks Street, Sheridan, Wyoming 82801 (hereinafter referred to as "Grantor") for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto DYCO PETROLEUM CORPORATION, whose address is 7130 South Lewis, Suite 300, Tulsa, Oklahoma 74136 (hereinafter referred to as "Grantee"), a roadway easement over, upon and across the lands of Grantor, which lands are more particularly described as follows:

Beginning at a point 1500 feet from the East line and 450 feet from the South line of Section 30, T58N/R77W, 6th P.M., Sheridan County, Wyoming, thence Northeast and Southeast for approximately 416 rods to the center of the South line of Section 29, T58N/R77W, 6th P.M., Sheridan County, Wyoming, which lands are known as "the Fence Creek Road".

Grantee, its successors, assigns, servants, agents, employees, licensees and invitees, shall have the right and privilege to travel upon, pass and re-pass along, and to use said road in any lawful manner, including the transportation of persons, materials, supplies and commodities. It is understood, however, that Grantor shall have the right to use or cross said road at such times and in such manner as may be necessary.

This grant of roadway easement shall remain in effect so long as the said easement is being used by Grantee, or its successors and assigns, in connection with the exploration for, operation and production of oil and gas on or from Townships 57 and 58 North, Ranges 76 and 77 West, Sheridan County, Wyoming. Grantee retains the right and option to terminate this grant effective September 1, 1987, 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, the following consideration and annual rental: The sum of One Thousand Six Hundred Sixty-Four and no/100 Dollars (\$1,664.00) for the first year, receipt of which is hereby acknowledged, and the sum of One Thousand Six Hundred Sixty-Four and no/100 Dollars (\$1,664.00) per year for four (4) years thereafter, until September 1, 1991. Compensation will be re-negotiated every five (5) years after that date. Said annual payment is to be paid on or before the 1st day of each yearly period this agreement remains in effect, beginning on the second year of this agreement.

In the event that Grantee should fail to pay any sum, or part thereof, when due, 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 thirty (30) days after receipt of such notice to make payment.

Grantee will maintain said roadway in such a manner that it will not harm or affect the ranch or lands of Grantor, and Grantee will repair at its cost any damages done to the adjacent lands of Grantor which might result from Grantee's maintenance of said roadway across said land.

The terms and provisions hereof shall constitute

covenants running with the land, and 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.

DATED effective September 1, 1986.

MARIE P. TIBBETS,
Individually and as Executor
of the Estate of Coyne C.
Tibbets, Deceased.

STATE OF WYOMING ) : ss.
COUNTY OF SHERIDAN )

The foregoing Roadway Easement was acknowledged before me this 1st day of September, 1986, by MARIE P. TIBBETS, individually and as Executor of the Estate of Coyne C. Tibbets, Deceased.

WITNESS my hand and official seal.

County of Shuridan Maria Wyening

Notary Public

My Commission Expires: May 29, 1989