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 Larita Randolph, County Clerk & Recorder
 Dolores County, CO
 03-21-2013 03:34 PM Recording Fee \$21.00

ROADWAY EASEMENT AND RIGHT OF WAY AGREEMENT

THE STATE OF COLORADO

COUNTY OF DOLORES

THAT the undersigned F. Tim Huskey, also known as Floyd T. Huskey and Sharon L. Huskey joint tenant, hereinafter called "GRANTORS" (whether one or more), for and in consideration of the sum of Ten and more dollars (\$10.00+) and other valuable consideration in hand paid by D.J. SIMMONS COMPANY LIMITED PARTNERSHIP, a partnership organized under the laws of the State of Delaware, whose address is 1009 Ridgeway Place Farmington, NM 87401, hereinafter called "GRANTEE" and "OPERATOR" the receipt and sufficiency of which is hereby acknowledged does hereby grant, sell and convey unto said GRANTEE, its successors and assigns, a non-exclusive roadway easement and right of way (herein called Roadway Easement) for ingress and egress at all times to, on, over and through, upon, and across the following described land situated in the County of Dolores, State of Colorado, to wit:

Township 38 North, Range 19 West, N.M.P.M.
 Section 17: SE/4NW, SW/4NE & SE/4NE
 (the "land")

The centerline of the thirty (40) foot wide Roadway Easement herein granted to be located as shown on the plat labeled EXHIBIT "A", attached hereto and made a part hereof and be utilized by Grantee for the purposes for, or incidental to a right of ingress and egress for the purpose of transporting personnel, equipment, and other goods and materials, to survey, install, construct, inspect, maintain, alter, test, repair, replace, operate, drill, complete, produce and remove facilities utilized by Grantee for, or incidental to, its gas and/or oil drilling, completing, operating and gathering operations.

It is further agreed as follows:

1. It is distinctly understood and agreed that this Roadway Easement does not constitute a conveyance of any part of the land described above or of the minerals therein and there under, but grants only the Roadway Easement as provided above.
2. GRANTORS retains for itself and its successors and assigns the right to use the road constructed by Grantee on the Roadway Easement and to enjoy the land described above in any manner as it sees fit, so long as such use does not interfere with the rights granted herein.
3. GRANTOR agrees not to build, create or construct, permit to be built, created or constructed, any obstruction, building or structure upon or over said Roadway Easement.
4. This Roadway Easement and the covenants contained herein are binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, representatives, and assigns.
5. GRANTORS represents and warrants that they are the owner in fee simple of the land above described, subject only to outstanding mortgages, if any, now of record in said County, and in the event of default by Grantors, Grantee shall have the right to discharge or redeem for Grantors, in whole or in part, any mortgage, tax, or other lien on said land and thereupon be subrogated in such lien or rights incident hereto.
6. The consideration paid hereunder includes payment for any damages for the roadway constructed by Grantee within the Roadway Easement, and Grantors hereby acknowledges receipt and sufficiency of said payment as complete and full compensation for any such damages arising out of said roadway construction. Grantee may elect to continue the use of said road and access right-of-way by paying to Grantors, as an annual fee, the amount of One Thousand Dollars (\$1,000.00) on or before the anniversary date here of.

TO HAVE AND TO HOLD the said Roadway Easement and rights herein granted unto Grantee, its successors or assigns, for as long as the Roadway Easement is used or useful to Grantee, or its successors or assigns, for the purposes stated above.

IN WITNESS WHEREOF, GRANTOR have executed this instrument as of this 12th day of March, 2013.

GRANTORS:

By: F. Tim Huskey
 F. Tim Huskey, also known as Floyd T. Huskey
 By: Sharon L. Huskey
 Sharon L. Huskey

ACKNOWLEDGMENTS

STATE OF

COUNTY OF

Colorado
Colorado

This foregoing instrument was acknowledged before me this 12th day of March, 2013, by F. Tim Huskey, also known as Floyd T. Huskey and Sharon L. Huskey, Joint Tenants acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and official seal.



Notary Public

Printed Name:

Commission Expires:

Phyllis M. Mawis
Phyllis M. Mawis
Commission Expires 20, 2015

By: F. Tim Hurley
F. Tim Hurley, also known as Floyd T. Hurley.

By: Sharon L. Huskey
Sharon L. Huskey