

# ROYALTY DEED

(NON-PARTICIPATING)

THE STATE OF WYOMINGCOUNTY OF Teton

KNOW ALL MEN BY THESE PRESENTS:

That Daisy Dean Francisco, formerly Daisy Dean Hicks, and Gene Francisco,  
wife and husband, Bondurant, Wyoming

hereinafter called Grantor (whether one or more) for and in consideration of the sum of

Ten and No/100-----Dollars, cash in hand paid by

W. P. Rogers, Rogers Point, Wyoming, hereinafter called Grantee, the receipt of which is hereby  
 acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign, set

over and deliver unto the said grantee an undivided 3 1/8 % interest in and to all of the oil royalty,  
 gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced

and mined from the following described lands situated in the County of Sublette

State of Wyoming, to-wit:

Township 37 North, Range 113 West, 6th P.M.

Section 23: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$

Section 26: N $\frac{1}{2}$ NE $\frac{1}{4}$

Containing 320.00 acres, more or less

together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for  
 oil, gas and other minerals, and removing the same therefrom. This grant shall run, and the rights, titles and privileges  
 hereby granted shall extend to grantee herein, and to grantee's heirs, administrators, executors and assigns forever.

Said lands or portions thereof, being now under oil and gas lease executed in favor of Thomas F. Stroock,  
P. O. Box 66, Casper, Wyoming; it is understood and agreed that this sale is made subject to the terms  
 of said lease, but covers and includes the same interest as first hereinabove named, of all the oil royalties and gas royalty  
 and casinghead gas and gasoline royalty, and royalty from other minerals or products, due and to be paid under the terms  
 of said lease, in so far as it covers the above described land.

And it is further understood and agreed that notwithstanding the grantee does not by these presents acquire any right  
 to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease,  
 nor of participating in the making of future leases, should any existing or future lease for any reason become cancelled or  
 forfeited, nor of participating in the bonus or bonuses which grantor herein shall receive for any future lease, nor of par-  
 ticipating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or  
 hereafter;

Nevertheless, during the term of this grant, neither the grantor nor the heirs, administrators, executors and assigns of  
 the grantor shall make or enter into any lease or contract for the development of said land or any portion of same for  
 oil, gas or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty  
 on oil of the usual one-eighth to be delivered free of cost in the pipeline and a royalty on natural gas of one-eighth of the  
 value of same when sold or used off the premises, or one-eighth of the net proceeds of such gas, and one-eighth of the net  
 amount of gasoline manufactured from natural or casinghead gas; and in the event grantor, or the heirs, administrators,  
 executors and assigns of the grantor, or as in the status of the fee owners of the land and minerals, or as the fee owner of  
 any portion of said land, shall operate and develop the minerals therein, grantee herein shall own and be entitled to receive  
 as a free royalty hereunder, an undivided one-eighth of the percent interest first hereinabove named, of all the oil produced  
 and saved from the premises delivered to grantee's credit free of cost in the pipeline, and the same percent interest and  
 portion of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and  
 the same percent interest of the net amount of gasoline or other products manufactured from gas or casinghead gas pro-  
 duced from wells situated on the premises, during the term hereof.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and  
 appurtenances thereto in any wise belonging, unto the said grantee, and the grantee's heirs, administrators, executors and  
 assigns forever; and the grantor does hereby bind their heirs, administrators, executors and assigns to warrant  
 and forever defend all and singular, the said property and rights unto the said grantee, and grantee's heirs, administrators,  
 executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 4<sup>th</sup> day of April 1960

Gene Francisco  
Daisy Dean Francisco