

ROADWAY EASEMENT 404

RECORDED OCTOBER 3, 1978 BK 234 PG 404 NO 748192 MARGARET LEWIS, COUNTY CLERK

Bob Hope, Otter, Montana 59062, and Dyco Petroleum Corporation, 420 NBT Building, 320 South Boston, Tulsa, Oklahoma 74103, do hereby enter into the following agreement and contract for the purpose of permitting Dyco Petroleum Corporation, and its agents, servants and employees, to have a means of ingress and egress over certain lands, hereinafter designated, of Bob Hope:

Bob Hope does hereby contract and agree with Dyco Petroleum Corporation for a Roadway Easement across the lands of Bob Hope beginning at a point 900 feet North of the SW corner of Section 35, Township 58 North, Range 77 West, thence Eastward to the East line of section, thence Northward and Westward terminating at the approximate center of the E/2 of Section 26, Township 58 North, Range 77 West, all being in Sheridan County, Wyoming.

Dyco Petroleum Corporation, its agents and employees, shall have the full and 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 the rights herein granted to Dyco Petroleum Corporation shall remain in effect from September 1, 1976, until September 1, 1981.

Dyco Petroleum Corporation in return for said easement or private roadway across the lands as herein indicated, agrees to pay to Bob Hope at Otter, Montana 59062, the following consideration and annual rental: The sum of Two Thousand Six Hundred and Eight-eight Dollars (\$2,688.00) for the period commencing September 1, 1976, and ending August 31, 1979, receipt of which is hereby acknowledged, and Eight Hundred and Ninety-six Dollars (\$896.00) per year for each and every year thereafter so long as this agreement remains in effect. Said annual payment to be paid on or before the first day of each yearly period this agreement remains in effect, beginning September 1, 1979.

Dyco Petroleum Corporation is granted the right and option to terminate this agreement at any time by giving Bob Hope thirty (30) days written notice of its intention to terminate this agreement.


In the event Dyco Petroleum Corporation should fail to pay any such sum, or part thereof, when due, according to the foregoing provisions hereof, Dyco Petroleum Corporation shall not be considered in default for such failure until Bob Hope shall have first given Dyco Petroleum Corporation written notice of the non-payment, and Dyco Petroleum Corporation shall have failed for a period of twenty (20) days after receipt of such notice to make payment.

Dyco Petroleum Corporation will maintain said roadway in such a manner that it will not harm or effect the ranch or lands of Bob Hope and that said Dyco Petroleum Corporation will repair at its cost any damages done to the adjacent land of Bob Hope as a result of its maintaining of said roadway across said land.

Parties hereto further agree that upon the termination of this agreement, the easement shall revert to Bob Hope and Dyco Petroleum Corporation shall not claim any right, title or interest in and to the lands or the roadway on the land of Bob Hope. Dyco Petroleum Corporation agrees to execute and deliver a release of this agreement in order that the same may be recorded in the office of the County Clerk of Sheridan County, Wyoming.

The terms and provisions hereof shall constitute covenants running with the land, shall be binding upon the heirs, executors, administrators, successors and assigns of Bob Hope, and shall inure to the benefit of Dyco Petroleum Corporation. It is understood that the rights granted unto Dyco Petroleum Corporation, its agents and employees, shall not be transferred or assigned to any third party or parties without the prior written consent of Bob Hope, or his successor in interest.

IN WITNESS WHEREOF, this instrument is duly signed and sealed by the parties hereto, this 5th day of September, 1978.


By: R. J. J. Grubb
Assistant Secretary

Bob Hope
BOB HOPE

DYCO PETROLEUM CORPORATION

By: R. H. Johnson
R. H. Johnson, Vice President

STATE OF Mont)
COUNTY OF Powder River) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of Sept, 1978, personally appeared BOB HOPE, personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:

7/25/80

Charlie R. Grubb
Notary Public
Hardin, MT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 5th day of September, 1978, personally appeared R. H. Johnson, personally known to me to be the identical person who executed the within and foregoing instrument as Vice President of Dyco Petroleum Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Dyco Petroleum Corporation, a corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of Sept last above written.

My Commission Expires:

9/25/80

Dusan Schmitt
Notary Public