



JONES LANG
LASALLE

Jones Lang LaSalle Brokerage, Inc
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155-2685
Telephone 817-230-2600
Fax 817 306-8265

December 1, 2016

Richard M. Williams & Lois P. Williams Trust Agreement
P. O. Box 7336
Sheridan, WY 82801

Re: Clearmont, Wyoming; Tracking #16-56166

Dear Mr. Williams:

Enclosed please find one (1) fully executed Agreement for your file. **A copy of the executed Agreement must be available upon request.** If you need additional information please contact me at (817) 230-2651.

Sincerely,

Blake Jung

Blake Jung
Associate Manager Permits

Enclosure

cc: Rodney Myers - BNSF Roadmaster – Rodney.Myers@bnsf.com

54-80
Sec 22 → 28
pt Sec 22, 27

Access for Williams
Leave in File.
12-20-16

AGREEMENT FOR RESIDENTIAL CROSSING

THIS LICENSE ("License"), made as of the day of December 1st, 2016, ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **RICHARD M. WILLIAMS & LOIS P. WILLIAMS TRUST AGREEMENT** ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights interests, and estates of third parties, including, without limitation, any leases, licenses, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, (to construct), maintain and use in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process ("the Drawings and Specifications") an (existing) at-grade crossing, sixteen (16') feet wide ("Crossing"), across the rail corridor of Licensor at or near Licensor's station of Clearmont, County of Sheridan, State of Wyoming, Line Segment 0004, Mile Post 665.02, DOT No. 098893F, at the location and in the manner shown upon the Drawing No. 68086, dated September 23, 2016, marked "Exhibit A," attached hereto made a part hereof ("Premises") for the purposes specified in Section 3. For convenience, said Crossing, including crossing surface and all appurtenances thereto between the ends of railroad ties, cattle guards, farm gates or barriers, drainage facilities, traffic signs or devices, identification signs approved
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, Licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. It is expressly stipulated that the Crossing is to be a strictly private one, to be solely used for the purpose set forth in Licensee's Application for Crossing attached hereto as Exhibit B and is not intended for and shall not be for public use. The Licensee, without expense to Licensor, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road. In the event Licensor determines that:
 - (a) the Crossing is being used for a purpose or in a manner not set forth in Exhibit B;
 - (b) there is a significant change in the volume or nature of traffic at the Crossing; or
 - (c) the Licensee has in any way breached the terms or conditions of this Agreement, Licensor shall have the right to terminate this Agreement in accordance with Section 26.
4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises or the Crossing, Licensor shall not be liable to refund Licensee any compensation paid hereunder or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the Premises or the Crossing, or entering the Premises on behalf of Licensee, shall be deemed agents of Licensee for purposes of this Agreement.

TERM

6. This Agreement shall commence on the Effective Date and shall continue for a period of Twenty Five (25) years, subject to prior termination as hereinafter described.

COMPENSATION

7. Licensee agrees to pay to Licensor in advance:
 - (a) Licensor waives the fee for the use of the premises
8. Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 11(b)** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment

insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 11 (a).

9. Licensee agrees to pay to Licensors the entire cost of constructing, installing, performing, maintaining, repairing, renewing, and replacing any cattle guards, farm gates or barriers, track drainage facilities, traffic signs or devices, whistle posts, stop signs or other appurtenances shown on Exhibit "A", or any such appurtenances or warning signs and devices that may subsequently be required to be upgraded by Licensors, by law, by change of volume and nature of vehicular traffic, or by any public authority having jurisdiction. The Licensee is also responsible for notifying Licensors in writing of any need for upgrading the vehicular traffic control devices or signs at or near the Crossing, since the Licensee is most knowledgeable concerning the volume and nature of the vehicular traffic. In addition, Licensee shall notify Licensors if any significant change in volume or nature of traffic at the crossing.

COMPLIANCE WITH LAWS

10. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants or restrictions ("Legal Requirements") relating to the construction, maintenance, and use of the Crossing and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensors' applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety training program at the Licensors' Internet Website "www.BNSFcontractor.com". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

11. (a) For the purpose of this Agreement, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- (b) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

RIGHT OF LICENSOR TO USE

12. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
- (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
- (c) to use the Premises in any manner as the Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

13. Licensee, at its own expense, shall keep the rail flange ways of said Crossing clear of all snow, dirt, or any other obstructions whatsoever, which may accumulate by virtue of vehicles, equipment, or from machinery crossing thereover or otherwise, and shall remove and keep removed any vegetation along the rail corridor on each side of the crossing so that the motorists' line of sight to approaching trains is not impaired or obstructed by vegetation.

14. It is specifically understood that cables, pipelines, and other electric and/or fiber optic transmission lines may be on, about, along, or under the Premises and Licensee agrees that under no circumstances will Licensee dig in or disturb the surface of the Premises without the express written consent of Licensor.
15. Licensee shall construct and maintain, at its own expense, a roadway (to end of railroad ties) and related roadway drainage in a manner acceptable to Licensor, and safe for use by any vehicles or equipment. Prior to such construction or maintenance, ten (10) days advance notice must be given to Licensor's Roadmaster, Rodney Myers, at 2300 Kittering Road, Sheridan, WY 82801, telephone (307) 673-2235 (office) or Rodney.Myers@BNSF.com.
16. Licensee agrees to keep any Crossing gates, farm gates or barriers (consisting of a bar, cable gate or chain between posts on both sides of the Railroad rail corridor and straddling the roadway), closed and securely fastened, except when being opened to allow access upon said rail corridor.
17. While this Agreement is personal to Licensee, it is recognized that there is a possibility of the Crossing being used by unauthorized persons, and said Licensee agrees that for the purposes of this agreement all persons using the Crossing shall be deemed the agents or invitees of the Licensee.
18. Licensee shall, at its sole cost and expense, perform all activities on and about the Crossing in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Crossing at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Crossing to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Crossing. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.
19. If at any time during the term of this Agreement, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Crossing, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Crossing as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of new a Crossing.
20. Upon termination of this Agreement, Licensor may remove the Crossing and restore the rail corridor to the condition as of the Effective Date of this Agreement at Licensee's sole cost and expense and without incurring any liability to the Licensee. Licensee shall within twenty (20) days after bill is rendered therefor, reimburse Licensor for all costs and expenses, which Licensor may incur in connection therewith.

LIABILITY

21. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**
 - (i) **THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
 - (ii) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,**
 - (iii) **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

- (iv) **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR**
- (v) **ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.**
- (b) **FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS AGREEMENT SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

22. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

INSURANCE

23. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:
- A. **Homeowners Insurance.** The policy must be written on a Homeowners 2 – Broad Form, ISO form number HO 00 02 05 01 or equivalent. The insurance must contain contractual liability with a combined single limit of \$1,000,000. No other endorsements limiting coverage may be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$100,000 per occurrence, and include coverage for, but not limited to the following:
- ♦ Bodily Injury and property damage
 - ♦ Any and all vehicles owned, used or hired
- C. **Umbrella Insurance.** The Homeowners and Auto insurance may be provided on a continuation of an umbrella insurance policy. Any such umbrella insurance policy shall provide that the coverage "follows form" to the underlying insurance and that such policy provides equivalent or broader coverage than that provided by such underlying insurance.
- D. **Railroad Protective Liability Insurance.** This insurance shall name only the Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction. If further maintenance is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ♦ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ♦ Endorsed to include the Limited Seepage and Pollution Endorsement.
 - ♦ Endorsed to include Evacuation Expense Coverage Endorsement.
 - ♦ No other endorsements restricting coverage may be added.
 - ♦ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

Other Requirements:

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable declarations page including an original signature of the authorized representative evidencing the required coverage and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Licensor, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

24. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Premises which occurred or may occur during the term of this Agreement, Licensors may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- (d) Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this Agreement. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.

DEFAULT

25. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this Agreement by operation of law, Licensors may, at its option, terminate this Agreement by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensors of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Licensors ability to enforce any Section of this Agreement. The remedy set forth in this Section 25 shall be in addition to, and not in limitation of, any other remedies that Licensors may have at law or in equity.

TERMINATION

26. This License may be terminated by Licensors, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensors Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
27. If Licensee fails to surrender to Licensors the Premises, upon any termination of this Agreement, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

28. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Agreement or any interest herein, without the prior written consent and approval of Licensors, which may be withheld in Licensors sole discretion.

Law Department Approved

NOTICES

29. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2301 Lou Menk Dr. - GOB-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Richard M. Williams & Lois P. Williams Trust Agreement
P. O. Box 7336
Sheridan, WY 82801

SURVIVAL

30. Neither termination nor expiration will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

RECORDATION

31. It is understood and agreed that this Agreement shall not be placed on public record.

APPLICABLE LAW

32. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

33. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

INTEGRATION

34. This Agreement is the full and complete agreement between Licensee and Licensor with respect to all matters relating to Licensee's use of the Crossing, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Crossing as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

35. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

Law Department Approved

36. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
37. In the event Licensee conveys, transfers, leases or otherwise grants a right of access and/or use of any interest in all or a portion of Licensee's property which is accessed by the Crossing, Licensee shall notify Licensor in writing of the same within thirty (30) days prior to the date of such conveyance, transfer, lease or grant of access and/or use, and Licensee shall cause any receiver or subsequent holder(s) of such an interest or right ("Holder") to: (1) file an application with Licensor's outside contractor, Jones Lang LaSalle Brokerage Inc., for use of the Crossing, which application may be granted or denied in Licensor's sole discretion; and (2) upon Licensor's approval of Holder's application, Licensee shall cause Holder to execute Licensor's standard License Agreement then in effect for the use of the Crossing. Licensee may not assign or otherwise transfer, or permit the use of this Agreement or the Crossing by Holder without Licensor's prior written approval for the same and any attempt to do so is a material breach of this Agreement and shall render it null and void.

Jones Lang LaSalle Brokerage Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Jones Lang LaSalle Brokerage, Inc.,
Its Attorney in Fact
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155

By:

Shane Krueger

Title:

Shane Krueger
Vice President - Permits & Special Projects

RICHARD M. WILLIAMS & LOIS P. WILLIAMS TRUST AGREEMENT

P. O. Box 7336
Sheridan, WY 82801

By:

Bruce M. Williams

Title:

Richard M. Williams

Co-Trustee

By:

Gayleann Karsen

Title:

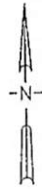
Lois P. Williams

Co-trustee

COORDINATE SYSTEM: WY_EC

TRACKING NO. 16-56166

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

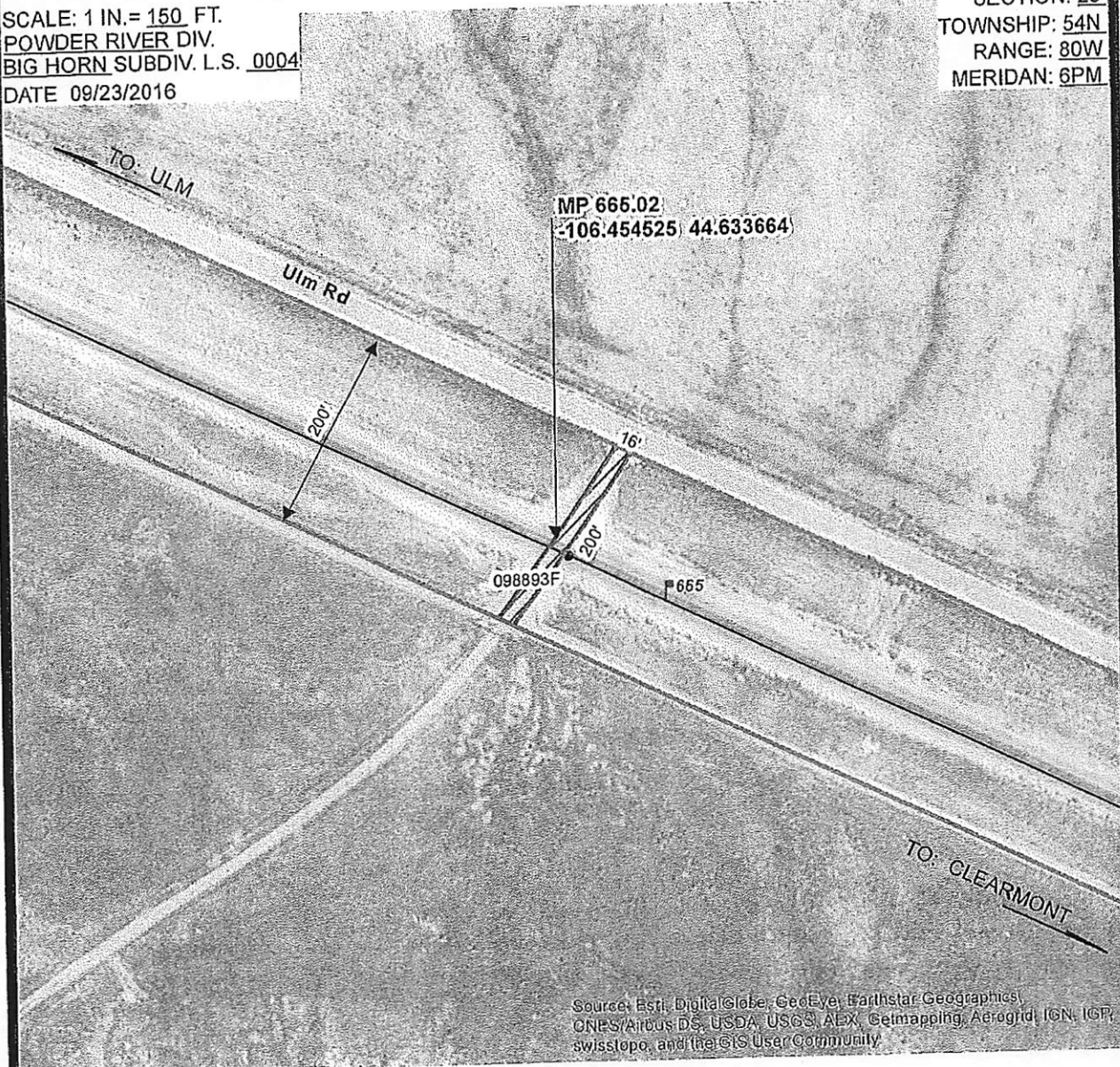


MAP REF. F77425

RICHARD M. WILLIAMS & LOIS P. WILLIAMS TRUST AGREEMENT

SCALE: 1 IN. = 150 FT.
POWDER RIVER DIV.
BIG HORN SUBDIV. L.S. 0004
DATE 09/23/2016

SECTION: 23
TOWNSHIP: 54N
RANGE: 80W
MERIDAN: 6PM



LEGEND:

- ☒ PREMISES
- ☐ RIGHT OF WAY LINE
- TRACK

DESCRIPTION:

AN EXISTING 16' WIDE PRIVATE CROSSING SHOWN HATCHED.
DOT # 098893F

NEAR CLEARMONT
COUNTY OF SHERIDAN

STATE OF WY

JRG

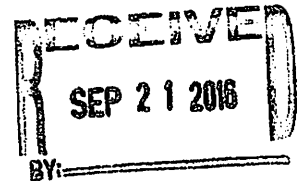
DRAWING NO. 68086

EXHIBIT B



APPLICATION FOR PERMANENT PRIVATE CROSSING

Jones Lang LaSalle Brokerage, Inc.
Applicants Tax ID or SS #



Attn: Permit Services
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155

16-56166

We submit for your approval the following for a private crossing we propose to build across BNSF RAILWAY COMPANY'S right-of-way, as shown on the enclosed sketch.

Applicant understands he or she will be requested to sign a crossing permit, which will provide that Applicant will:

- 1) assume the cost to construct the crossing,
- 2) furnish insurance as requested by BNSF Railway Company,
- 3) reimburse BNSF Railway Company for expenses incurred to maintain this crossing and
- 4) if crossing is temporary assume the cost to remove the crossing

RICHARD M. WILLIAMS & LOIS P. WILLIAMS TRUST AGREEMENT DATED

Legal Name to be shown on Permit: OCT 4th, 1996

If a corporation, State in which incorporated: See Attached If not incorporated, attach name(s) of owners or partners.)

Address: P.O. Box 7336, Sheridan WY 82801

Phone #: (307) 752-5034

Contact Name: Bruce William

FAX: n/a

Email Address: wyomingkowboy@yahoo.com

General Information

Is your company registered with www.bnsfcontractor.com:

Yes ☐ No ☒

Is your company registered with Brown:

Yes ☐ No ☒

Is this project ARRA funded:

Yes ☐ No ☒

Is Applicant a Railroad Shipper:

Yes ☐ No ☒

If yes, BNSF Marketing Representative name:

Phone: _____

Is Applicant working with a BNSF Engineering Representative:

Yes ☐ No ☒

If yes, BNSF Engineering Representative name:

Phone: _____

Crossing Location & Information:

City Clearmont County Sheridan State WY

Crossing is located at RR Milepost 665 DOT # _____ Latitude 44°38'1.14"N Longitude 108°27'1 6.27"W

Is Crossing New ☐ or Existing? ☒ If Existing does it require rehab? Yes ☐ No ☒

Type of Crossing:

Plank ☐ concrete ☒ Other ☐ Describe: _____

Width of Crossing: 8' ☐ 16' ☒ 24' ☐ 32' ☐ 40' ☐ Other: _____

Specify time period crossing will be required 10 Years ☐ 25 Years ☒

Is the Crossing being used for Residential ☐ Residential & Farm ☒ Farm & Ranch ☐ or Commercial ☐

Number of vehicle crossings a day: 1-5 ☒ 5-10 ☐ 15-20 ☐ 20 + ☐

Type of user vehicle:

Auto ☒ Pickup ☒ Van ☒ Industrial ☐ If Industrial, type. _____ Farm Use ☐

Other private crossings in the vicinity? Yes ☒ No ☐

If yes, give distance / direction from the crossing: All along the track into other properties

What is the distance to the nearest public crossing in either direction: 2.25 miles east & 6.75 miles west

Do you own or lease the land on either side of your crossing: Own ☒ Lease ☐ Phone # _____

If leased, provide owners name _____

If leased please attach written authorization from legal owner with application.



Date: 9/19/16

Signed: Bruce Williams

Print Name: Bruce Williams

Title: Trustee for the RICHARD M. WILLIAMS & LOIS P. WILLIAMS TRUST AGREEMENT DATED OCT 4th, 1996.

APPLICATION FOR TEMPORARY PRIVATE CROSSING

Jones Lang LaSalle Brokerage, Inc.
Attn: Permit Services
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155

Applicants Tax ID or SS # _____

We submit for your approval the following for a private crossing we propose to build across BNSF RAILWAY COMPANY'S right-of-way, as shown on the enclosed sketch.

Applicant understands he or she will be requested to sign a crossing permit, which will provide that Applicant will:

- 1) assume the cost to construct the crossing,
- 2) furnish insurance as requested by BNSF Railway Company,
- 3) reimburse BNSF Railway Company for expenses incurred to maintain this crossing and
- 4) if crossing is temporary assume the cost to remove the crossing

Legal Name to be shown on Permit: _____

If a corporation, State in which incorporated: _____

If not incorporated, attach name(s) of owners or partners.) _____

Address: _____

Phone #: _____

Contact Name: _____

FAX: _____

Email Address: _____

General Information

Is your company registered with www.bnsfcontractor.com: _____

Yes ☐ No ☐

Is your company registered with Browz: _____

Yes ☐ No ☐

Is this project ARRA funded: _____

Yes ☐ No ☐

Is Applicant a Railroad Shipper: _____

Yes ☐ No ☐

If yes, BNSF Marketing Representative name: _____

Phone: _____

Is Applicant working with a BNSF Engineering Representative: _____

Yes ☐ No ☐

If yes, BNSF Engineering Representative name: _____

Phone: _____

Crossing Location & Information:

City _____

County _____

State _____

Crossing is located at RR Milepost _____

DOT # _____

Latitude _____

Longitude _____

Is Crossing New ☐ or Existing ☐ If Existing does it require rehab? _____

Yes ☐ No ☐

Type of Crossing:

Plank ☐ concrete ☐ Other ☐

Describe: _____

Width of Crossing: 8' ☐ 16' ☐ 24' ☐ 32' ☐ 40' ☐ Other: _____

Specify time period crossing will be required. _____

Is the Crossing being used for Residential ☐ Residential & Farm ☐ Farm & Ranch ☐ or Commercial ☐