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RECORDED MAY 12, 1955, BK 102 PG 72
NO. 376316, B. B. HUME, COUNTY CLERK
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of

TWO THOUSAND SEVEN HUNDRED THIRTY-FIVE (\$2,735.00) DOLLARS, the receipt of which is hereby acknowledged and confessed, THE KESSENER COAL COMPANY, a corporation of the State of Wyoming, hereinafter called grantor, hereby grants to THE STATE OF WYOMING, hereinafter called grantee, the right to lay out, construct, inspect, operate and maintain a road for the use of the public ever and across the following described land located in the County of Sheridan and State of Wyoming, to-wit:

Parcel No. 1. All that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14, T. 57 N., R. 85 W. of the 6th P. M. lying (1) south of a property line located 435 feet due north of and parallel with the northerly right-of-way boundary of the C. B. & Q. Railroad Company and (2) lying north of a highway right-of-way line 100 feet to the left or southerly when measured at right angles to the following described centerline of highway:

Beginning at a point on the east boundary of said Section 14 from which the east quarter corner thereof bears N. 0°09' W. a distance of 1229.7 feet; thence running N. 82°18' W. for a distance of 1336 feet, more or less, to a point on the west boundary of the said E $\frac{1}{2}$ SE $\frac{1}{4}$.

Said parcel of land containing 1.8 acres, more or less, of which approximately 1.5 acres are contained in the right-of-way of the present road.

Parcel No. 2. All that portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 14, T. 57 N., R. 85 W. of the 6th P.M. lying between parallel lines of hereinafter stated distances apart when measured at right angles or radially to the following described centerline of highway:

Beginning at a point on the east boundary of the said NW $\frac{1}{4}$ SE $\frac{1}{4}$ which coincides with the point of ending of Parcel No. 1 above; thence, with right-of-way lines 400 feet apart, being 100 feet on the left or southerly side and 300 feet on the right or northerly side, continuing N. 82°18' W. for a distance of 1616.1 feet to the point of beginning of a 1°00' curve to the left, the radius of which is 5729.6 feet; thence, with right-of-way lines 253 feet apart, being 100 feet on the left or southerly side and 153 feet on the right or northerly side, running along said curve through a central angle of 14°31' for a distance of 1451.7 feet; thence continuing said right-of-way lines 253 feet apart, running S. 83°11' W. for a distance of 878.5 feet, more or less, to a point on the west boundary of said Section 14 from which the west quarter corner thereof bears N. 0°28' W. a distance of 805.3 ft.

Said parcel of land containing 28.2 acres, more or less, of which approximately 9.1 acres are contained in the right-of-way of the present road.

Grantor also grants the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by grantee, and the public, of the rights granted by this conveyance.

The parties hereto agree that coal outcrops are known to be located on the lands described herein and grantor reserves unto itself, its successors and assigns, the right to mine, extract and remove coal and other minerals from said lands so long as such mining, extraction or removal shall not interfere with the construction, repair, renewal, maintenance or use of the road or roads located or to be located thereon.

The parties hereto further agree that there is a real danger of fire should any coal outcrops on the land described herein be exposed by grantee. It is also agreed by the parties hereto that there is danger of caving and sliding should grantee herein fail to properly reinforce and fill in old mine workings on the land described herein. Therefore, grantee agrees that wherever any coal outcrops are exposed by grantee on the lands of grantor described herein, that grantee will remove the coal down to a minimum distance of ten feet and refill the area so created with impervious clay or other material in order to create an airtight seal.

Grantee further agrees to save grantor harmless from and indemnify it against any and all loss, damage, claims, demands and causes of action that shall result from and accrue to grantor incident thereto, which may result from injury to or death of persons whatsoever, or loss of or damage to property or property rights whatsoever, or any other injury, death, loss, damage, claim, demand or cause of action arising or in any way growing out of the existence of this agreement.

Grantee agrees to construct or reconstruct any cattle guards which are now in place if in any way interfered with in the construction or maintenance of the road.

Grantee further agrees to construct culverts of suitable size across the ditches and branches of grantor as necessary for proper operation of its irrigation system.

Grantee further agrees to exclude the right-of-way hereby granted with a strip of four-foot fence on each side spaced twenty (20) feet apart and one wire strung between posts.

A correct form of deed is an agreement and shall be a condition of the sale of the land to the grantee and shall be a condition of the sale of the land to the grantee and shall be a condition of the sale of the land to the grantee.

Witness my hand and seal this _____ day of _____, 19____.

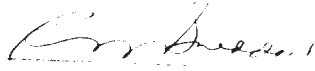
L. H. McLean

E. E. Stinson

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THE STATE OF WYOMING)
 : ss.
COUNTY OF LINCOLN)

On this 22nd day of April, before me
appeared G. E. Sorensen, to me personally known, who, being
by me duly sworn did say: that he is President of the ~~Wagoner~~
Coal Company, that the seal affixed to the above and foregoing
instrument is the corporate seal of said corporation, that said
instrument was signed and sealed in behalf of said corporation
by authority of its Board of Directors, and said G. E. Sorensen
acknowledged said instrument to be the free act and deed of said
corporation.

Given under my hand and notarial seal this 22nd day
of April, 1916.


Notary Public.

My Commission Expires March 25, 1917.