

R/W-1780-1

RECORDED MARCH 5, 1976 BK 214 PG 9 NO. 680860 MARGARET LEWIS, COUNTY CLERK

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That SECURITY BANK, TRUSTEE, whose address is P. O. Box 2513, Billings, Montana 59101, hereinafter designated "GRANTOR", whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid by SHELL OIL COMPANY, a Delaware corporation authorized to do business in Wyoming, whose address is P. O. Box 2099, Houston, Texas 77001, hereinafter designated "GRANTEE", receipt of which is hereby acknowledged, does hereby grant and convey unto GRANTEE, its successors and assigns, a permanent right-of-way and easement for railroad purposes over, upon, in and across the following described lands situated in Sheridan County, Wyoming, to-wit:

Township 57 North - Range 83 West, 6th P.M.

Section 8: NE/4  
Section 9: NW/4, W/2 NE/4, SE/4  
Section 10: SW/4 SW/4  
Section 15: NW/4 NW/4

together with the right of ingress and egress and the right, power and privilege of constructing, maintaining, altering, replacing, moving, removing, repairing, improving and using a railroad, together with all necessary bridges and other appurtenances, upon and across the above-described lands. The route of the right-of-way will be approximately as indicated on the attached plat. At least sixty (60) days prior to commencement of operations for construction of the railroad, GRANTEE will furnish to GRANTOR and file for record in Sheridan County, Wyoming, a plat showing the specific location of the permanent right-of-way and easement herein conveyed, which right-of-way and easement shall not exceed 400 feet in width in any location.

GRANTEE, its successors, assigns, servants, agents, employees, licensees and invitees, shall have the full, free and exclusive right and privilege to travel upon, pass and repass along, and use

said railroad in any lawful manner, including the transportation of persons, materials, supplies and commodities, including coal.

To have and to hold unto GRANTEE, its successors and assigns, the right-of-way easement, rights and privileges herein granted and conveyed.

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns of the parties hereto, it being understood that GRANTEE may assign the right-of-way and easement and other rights herein granted without the consent of GRANTOR.

IN WITNESS WHEREOF, this instrument is duly signed as of the 3rd day of February, 1976.

ATTEST:

SECURITY BANK, TRUSTEE

STATE OF MONTANA )

SS

COUNTY OF YELLOWSTONE )

On this sixth day of February in the year One Thousand Nine Hundred Seventy-six, before me Herbert P. Cochran, a Notary Public for the State of Montana, personally appeared James W. Heath and Lee L. Hafner, known to me to be the Executive Vice-President and Assistant Secretary, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Herbert P. Cochran  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My commission expires July 31, 1976

