

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into  
this day by and between JESSE GORMAN and FERNE W.  
GORMAN, husband and wife, hereinafter referred  
to as "Grantor" and PETER KIEWIT SONS' CO., a corporation,  
hereinafter referred to as "Company",

WITNESSETH:

I.

That Grantor, for and in consideration of the  
sum of Ten and No/100 (\$10.00) Dollars and other valuable  
consideration, receipt of which is hereby acknowledged by  
Grantor, and subject to the covenants and agreements  
contained herein to be performed by the Company, does  
hereby grant to Company, its successors and assigns, a  
permanent easement and right of way for the construction,  
operation, maintenance and exclusive use of a private plant  
facility railroad or private plant facility roadway, or  
both, and all necessary or desirable appurtenances thereto,  
including but not limited to bridges, trestles, fences,  
cattle guards and crossings upon, over, within and across  
a strip of land of varying width, which is fully described  
in Exhibit "A" which is attached hereto and by reference  
incorporated herein and made a part hereof, the location  
of said right of way being as shown on the plat marked  
Exhibit "B" attached hereto and by reference incorporated  
herein and made a part hereof, said right of way embracing

19.04 acres, more or less.

II.

It is agreed that Company shall have the right to use and occupy said strip of land as follows:

- (a) To construct, reconstruct, maintain and operate and remove such railroad.
- (b) To clear and keep the same free and clear of any brush, trees, timber and structures.
- (c) To clear away now and in the future, all trees growing immediately outside of said right of way but which overhang the right of way and which may endanger the use thereof by Company.

III.

As part of the consideration of the granting of this Easement by the Grantor to "Company", the Company expressly agrees as follows:

- (a) To fence the right of way (prior to the commencement of construction where cattle currently are adjacent to railroad right of way) with a fence to consist, at the election of the Grantor, either of 32" woven wire with three strands of barbed wire at the top 4" apart, or with five strands of barbed wire, said fences to be constructed to meet the specifications of the Wyoming Highway Department used in connection with rights of way and roadway along Interstate Routes. All fences shall be maintained by the Company.
- (b) To construct and maintain, at the expense of the Company, livestock underpasses at agreed upon locations, all as more specifically indicated on the railroad construction plans which, by reference, are made a part hereof.
- (c) To provide, at the expense of the Company, a plank crossing of any railroad track construction on said right of way, with

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gravel or shale approaches and suitable for crossing of the right of way by livestock and vehicular traffic, all as more particularly described on the railroad construction plans, said crossing to be available at all times for Grantor's use and enjoyment. Such use and enjoyment shall not, however, interfere unreasonably with Company's use of said right of way. Said crossings and approaches shall at all times be maintained in good order and condition by the Company at Company's expense.

- (d) To provide such drainage as may be reasonably required by reason of the construction of said railroad or other embankment upon said right of way. Also to provide the necessary drainage so that no wash out will result by reason of an insufficient number of drain pipes.
- (e) To install, at the written request of the Grantor, acceptable cattle guards on both sides of any railroad crossing, said cattle guards to be constructed and maintained, and kept clean and serviceable by the Company.
- (f) To cause the right of way area to be seeded to pasture grasses (if requested by adjoining landowners) where said area is not actually used for trackage, bridges or trestles, and cut or fill areas.
- (g) To timely and seasonably burn, as a fire-guard, grass and vegetation growing upon said right of way, running parallel with the line of said railroad, said right of way shall be burned in such good and workmanlike manner as to prevent said fire from spreading to lands adjacent to said right of way.
- (h) To furnish all materials and labor and equipment required to spray the right of way for noxious weeds and thus prevent the weeds from spreading from said right of way area to the adjacent feed lands of Grantor.

#### IV.

It is further understood that this Easement

Agreement shall be subject to the following additional terms and conditions:

- (a) That said right of way shall be private in nature and shall be used only by the "Company" and its business invitees, assigns and successors in interest, and shall not be used by the general public.
- (b) That no firearms shall be carried on the right of way and no hunting permitted therefrom.
- (c) That the Company shall have access to said railroad only by way of said right of way or existing county roads unless the Company negotiates an agreement with the Grantor.

V.

That if, during construction, the Company requires the use of adjacent lands, the Company shall take such measures (including temporary fencing) as are necessary to exclude livestock on Grantor's lands from the construction area and shall make provision for access by Grantor (including livestock and/or vehicles) across said construction area at all times reasonably consistent with construction operations. Company shall pay to Grantor, reasonable compensation for any damage caused by Company, or its agents, on said adjacent lands arising out of such construction, reconstruction, operation, maintenance and replacement of said railroad tracks. It is understood that if the Company requires the use of adjacent lands during construction, that the Company shall enter into a written agreement with the Grantor relative to such use prior to commencing construction.

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STATE OF WYOMING    )  
                              : ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before  
me this 27th day of February, 1971, by HOMER A. SCOTT, Vice-  
President of PETER KIEWIT SONS' CO., a Corporation.

Witness my hand and official seal.



Eunice E. Synhorst  
NOTARY PUBLIC

Commission expires: June 9, 1973

JESSE GORMAN

All that portion of the  $W\frac{1}{2}E\frac{1}{4}$  and  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 10 and  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 3, T57N, R83W, Sheridan County, Wyoming, lying between parallel right ofway lines 100 feet apart, being 50 feet on each side when measured at right angles or radially to the following described survey line of railroad:

Beginning at a point on the West boundary of said  $W\frac{1}{2}SE\frac{1}{4}$  of said Section 10, from which the South one-quarter corner thereof bears  $S1^{\circ}W$ , a distance of 1240 feet; thence along a  $1^{\circ}00'$  circular curve to the right, the radius of which is 5729.85 feet; through a central angle of  $18^{\circ}00'$ , a distance of 487.6 feet to station 350+87.60 of said survey line, the point of ending of said curve, thence with parallel right of way lines 100 feet apart being 50 feet on each side;  $N16^{\circ}31'05''E$ , a distance of 112.4 feet to Station 352+00 of said survey line, thence with parallel right of way lines 180 feet apart, being 90 feet on each side,  $N16^{\circ}31'05''E$ , a distance of 300 feet to station 355+00 of said survey line; thence with parallel right of way lines 140 feet apart, being 90 feet left and 50 feet right,  $N16^{\circ}31'05''E$ , a distance of 900 feet to station 364+00 of said survey line; thence with parallel right of way lines 100 feet apart, being 50 feet on each side  $N16^{\circ}31'05''E$ , a distance of 600 feet to station 370+00 of said survey line; thence with parallel right ofway lines 180 feet apart, being 90 feet on each side;  $N16^{\circ}31'05''E$ , a distance of 300 feet to a point; thence with parallel right of way lines 100 feet apart being 50 feet on each side;  $N16^{\circ}31'05''E$ , a distance of 600 feet to Station 379+00 of said survey line; thence with parallel right of way lines 160 feet apart, being 80 feet each side;  $N16^{\circ}31'05''E$ , a distance of 865.19 feet to Station 387+65.19 of said survey line, the point of beginning of a  $1^{\circ}00'$  circular curve to the right, the radius of which is 5729.85 feet; thence continuing with said parallel right ofway lines 160 feet apart, being 80 feet left and 80 feet right, along said curve, through a central angle of  $31^{\circ}30'$ , a distance of 1234.91 feet to Station 400+00 of said survey line; thence with said parallel right of way lines 180 feet apart, being 90 feet each side when measured at right angles or radially along said  $1^{\circ}00'$  circular curve, a distance of 440.8 feet to Station 404+40.8 of said survey line, said point being located on the north boundary of said  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 3, said point also being located  $N33^{\circ}25'W$ , 1546 feet from the south east corner of said Section 3. Said tract contains 19.04 acres, more or less.

EXHIBIT "I"  
 EASEMENTS FOR  
 PROPOSED RAILROAD SPUR  
 FOR  
 PETER KIEWIT SONS CO  
 SHERIDAN, WYOMING  
 SCALE 1"=600'

EXHIBIT "A"  
EASEMENTS FOR  
PROPOSED RAILROAD SPUR  
FOR  
PETER NIEMIT JANS CO  
SHERIDAN, MONTANA  
SCALE 1"=600'